

Detailed Notice Inviting Tender (DNIT)



A.I. Jat H.M. College, Rohtak

Name of work: 'Construction of Road from Management Office to Heritage Building (Samadhi Sathal)'
at A.I. Jat H.M. College, Rohtak

Estimate Cost: Rs 18 Lacs

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PRESS NOTICE

A.I. Jat H.M. College, Rohtak

The Principal of the college invites bids from the eligible contractors for the work detailed in the table.

Name of Work:	'Construction of Road from Management Office to Heritage Building (Samadhi Sathal)' at A.I. Jat H.M. College, Rohtak
Cost of work	Rs 18 Lacs
Time Limit	03 Months
Tenders to be received till: 04:00 hours on dated 16/09/2026	
For further details and tendering schedule please visit website http://jatcollegerohtak.ac.in	

For and on behalf of Jat Education Society (Regd.), Rohtak

Principal, A.I. Jat H.M. College, Rohtak

Phone No: 9992000182

NOTICE INVITING TENDER

Sealed tenders on single percentage rate basis for HSR item and item wise NS rates are invited from approved and eligible bidders registered with Haryana PWD B&R Department, other State Govt. Deptt., Govt. of India, Boards & Corporation of Central & State Govts. The tender forms will be issued to the contractors/ agencies/ societies upto 16/09/2026 by 2:00PM and will be received upto 4:00PM in the office of the Principal and will be opened at 1:00PM on 17/09/2026 in the Principal's office in the presence of the tenderers or their authorised representatives, who may like to be present at that time. The tender documents may be obtained from the office of the undersigned and the same be deposited in the office of the Principal by the due date and time.

SN	Name of Work	Estimated Amount (Rs. Lacs)	Earnest Money for Society (Rs.)	Cost of Tender form (Rs.)	Sale of tender documents	Last date for submission of Tender	Date, Time and Place of opening	Time limit (in month)
1	Construction of Road from Management Office to Heritage Building (Samadhi Sathal)' at A.I. Jat H.M. College, Rohtak	18 Lacs	36,000	18,000	2000/-	From 24/08/2026 to 16/09/2026 upto 2:00PM	16/09/2026 upto 4:00PM 17/09/2026 at 1:00PM in the office of Principal	03 Months

CONDITIONS:

- 1) DNIT and drawings can be seen either in the office of undersigned on any working day during office hours (9.00AM to 3.00PM) or on the college website, www.jatcollegerohtak.ac.in.
- 2) In case, tendering day happens to be a holiday, the tenders will be received / opened on next working day at the same time and the same venue.
- 3) Earnest money is to be deposited before purchase of tender. It should be in the shape of demand draft of any scheduled/nationalized bank in favour of the Principal, AI Jat HM College, Rohtak. Online payment of EMD is acceptable on college website too.
- 4) The contractors shall quote single percentage of rate below/above, HSR 2023, for civil works, Public Health and Electrical Works. NS item rates are to be quoted separately, otherwise tender will be rejected. GST will be paid extra as per norms.
- 5) The other extra items beyond DNIT if required at site will be got executed as per HSR 2023 only. However, any other NS items will be got executed after approval of competent authority.
- 6) Tender having conditional rebates shall be considered invalid and shall be outrightly rejected.
- 7) Any work, here tendered, may be withdrawn from further processing at any stage at the discretion of the competent authority without assigning any reason.
- 8) The tender will be outrightly rejected if the tender is found either in variance of the above conditions or the conditions of the DNIT.
- 9) The contractors/agencies/societies shall paste the cello tape on the rates quoted by them.
- 10) The managing committee/s of the college reserves the right to accept or reject or negotiate any of the tender or conditions/items without assigning any reason thereof.
- 11) In the event of any discrepancy, ambiguity, typographical mistake, or error detected at any stage in the DNIT prepared as per the Haryana Works E-Procurement (HWEP) guidelines, the decision of the Principal/Management, All India Jat Heroes' Memorial College, Rohtak shall be final and binding on all bidders/ contractors, notwithstanding anything contained in any column, condition, or clause of the DNIT.
- 12) All procedures of this bidding will be done only in offline mode.

PRINCIPAL

A copy of the above is forwarded to the following for information and necessary action:

1. The President, Jat Education Society (Regd.), Rohtak
2. The Executive Engineer, MD University, Rohtak
3. All Executive Engineers of Haryana PWD (B&R)
4. Convener, Website Committee, Jat College, Rohtak
5. Notice Board
6. Contractor/Agency/Society

PRINCIPAL

TENDERS OF WORKS

I/We hereby tender for the execution for the AI Jat HM College, Rohtak, hereinafter referred to as the College, of the work specified in the underwritten memorandum within the time specified in such memorandum at the rates (in words & figure)

a) For works contained in HSR 2023**(To be filled by Contractor/Bidder)**

@ _____ percent below/above the rates entered in the HSR 2023 and in accordance in all respect with the specifications drawing,

b) For works not covered in HSR 2023 (items wise NS rates are to be quoted on separate sheet attached as last page)**MEMORANDUM**

(a) General Description

(b) Estimated cost Rs. 18 Lacs

(c) Earnest-money Rs. 36,000/- for contractor & Rs. 18,000/- for L & C Society

(d) Percentage, if any, to be deduced

from bills: 10% of the Every Bill

(e) Time allowed for completion of work from the

date of written work order 03 (Three) Months

I/We hereby agree to abide by and fulfill all the terms and provisions of the said conditions of contract annexed hereto so far as applicable or in default thereof to forfeit any pay to the Principal, A.I. Jat H. M. College, Rohtak or its successors in office the sum of money mentioned in the said conditions.

The sum of Rs..... * is hereby forwarded, ---

vide Deposit- Receipt as earnest money the full value of which is to be absolutely forfeited to the Principal, A.I. Jat H. M. College, Rohtak or its successors in office without prejudice, to any other rights or remedies of the said College or its successors, in office, should I/We fail to commence the work specified in the above memorandum a sum Rs..... Which shall be retained by the College on account of the security deposit specified in Clause 1 (B) of the said conditions of contract. Should I withdraw or modify my tender within sixty days from the date of opening tender my earnest money shall remain forfeited, to Principal, A.I. Jat H. M. College, Rohtak.

Dated the _____ Day of _____ 2026

Witness**

Address

Occupation

The above tender is hereby accepted by me on behalf of the A.I. Jat H.M. College, Rohtak.

Dated _____ day of _____ 2026

DETAIL NOTICE INVITING TENDER

The Principal invites the bids from the contractors for the work detailed in the table below.

Sr. No.	Name of work	Cost of work	Earnest money (For unregistered bidders only) (in Rs.)	Cost of bid document (in Rs.)	Time limit	Date and time for bid Submission.
1	2	3	4	5	6	
1.	'Construction of Road from Management Office to Heritage Building (Samadhi Sathal)' at A.I. Jat H.M. College, Rohtak	Rs 18 Lacs	₹36,000.00 for Contractors & ₹18,000.00 for Societies	₹2,000.00/-	03 Months	16/09/2026 Upto 04:00PM

- Interested bidders must have contractor ID
- Cost of tender document fee: **₹2,000.00/-** (*non refundable*).
- Availability of Bid document and mode of submission:

a.	Tender document is available Offline on https://jatcollegerohtak.ac.in/
b.	Earnest Money: for registered bidders only– Offline.
c.	Tender document fee ₹2,000.00/- to be paid – Offline through Cash/ Demand Draft
d.	Submission of Technical Bid – Offline
e.	Submission of Price Bid – Offline (EMD through Demand Draft only)

Note: Bidding shall be Offline only and all documents shall be accepted in physical form only.

4. In the first instance, Earnest money /Earnest money Declaration Form (as provided in Section 7) shall be opened Offline and checked for correctness along with tender document fee. If the earnest money declaration form / earnest money are found in order, Technical Bid shall be opened (Offline) in the presence of such contractors who choose to be present. The Financial offer shall be opened (Offline) only, if the bidders meet the qualification criteria as per the bid document. The date of opening of Financial Bid shall be intimated separately.

Exemption of tender document fees of the Contractors/Agencies:

- “Single tender shall normally not be considered unless there are special circumstances to do so. In such eventuality, decision to accept the single tender shall be as prescribed in the rules. If special circumstances are not present, tenders shall be re-called. If re- tendering again results in a single
 - Tender, its acceptance may be considered with proper justification and reasons”. Where on first call of tender, number of bidders participate in the tender but on Technical evaluation only one participating bidder qualifies, the tender shall be re-invited treating it as single tender.
 - Those bidders shall not be required to pay tender document fees, who choose to submit bids again on tender being re-called on account of single tender being received or single bidder qualifies on first call.
5. Last Date/ Time for receipt of bids through tendering: **16/09/2026 up-to 04:00PM** (time).
6. The site for the work is available.
7. Only Offline submission of bids is permitted, therefore; bids must be submitted Offline. The technical qualification part of the bids will be opened Offline at **Principal, A.I. Jat H.M. College, Rohtak** on **17/09/2026 at 01:00 PM** by the authorized officers.
8. The bid for the work shall remain open for acceptance during the bid validity period to be reckoned from the last date of ‘Submission of Offline Bids’. Bids as submitted Offline shall be valid for **120** days from the date of bid closing i.e. from last date of submission of Offline bids. In case the last day to accept the tender happens to be holiday, validity to accept tender will be the next working day.
9. To qualify for a package of contracts made up of this and other contracts for which bids are invited in the same NIT, the bidder must demonstrate having experience and resources sufficient to meet the aggregate of the qualifying criteria for the individual contracts.
10. Other details can be seen in the bidding documents. Managing Committee shall not be held liable for any delays due to system failure beyond its control. Even though the system will attempt to notify the bidders of any bid updates, Managing Committee shall not be liable for any information not received by the bidder. It is the bidders’ responsibility to verify the website for the latest information related to the tender.
11. Conditional tenders will not be entertained and are liable to be rejected.
12. In case the day of opening of tenders happens to be holiday, the tenders will be opened on the next working day. The time, mode and place of receipt of tenders and other conditions will remain unchanged.

13. The invitation of this tender can be cancelled without assigning any reason.
14. The societies shall produce an attested copy of the resolution of the Co-operative department for the issuance of tenders.
15. The tender without Earnest money /Earnest money Declaration form and tender document fee will not be opened.
16. The jurisdiction of court will be as defined as in Appendix to ITB.
17. The tender of the bidder who does not satisfy the qualification criteria in the bid documents are liable to be rejected and financial bids will not be opened.
18. The Pre-bid meeting will be held as per the details in Appendix to ITB.
19. The bidders may note that the works are to be carried out strictly as per the applicable laws, permits, rules and regulations. Any damages / penalties imposed by any statutory authority, like NGT etc, on account of noncompliance of any applicable laws, permits, rules and regulations shall have to be borne by the contractor.
20. The undersigned reserves the right to reject any or all of the bids without assigning any reason.

For and on behalf of Jat Education Society (Regd.), Rohtak

Principal, A.I. Jat H.M. College, Rohtak

Phone No: 9992000182

KEY DATES

1.	Date of Issue of Notice Inviting Bid	:	Date 24/08/2026
2.	Period of availability of Bidding Documents on website https://jatcollegerohtak.ac.in/	:	From 24/08/2026 To 16/09/2026
3.	Time, Date of Pre-bid Meeting	:	Date 07/09/2026 at 03:00 PM
4.	Deadline for Receiving Bids Offline	:	Date 16/09/2026 upto 04:00 PM
5.	Opening of Bids (Tender Document fee & Earnest Money Declaration Form)	:	Date 17/09/2026 at 01:00 PM
6.	Time and Date for opening of Part-I of the Bid: (Technical Qualification Part)	:	Date 17/09/2026 at 01:00 PM
7.	Time and Date of opening of Part-II of the Bid (Financial Part) of the Bidders who Qualify in Part I of the Bid.	:	To be intimated later on.
8.	Last Date of Bid Validity		Date 15/01/2027
9.	Officer inviting Bids	:	Principal A.I. Jat H.M. College Rohtak

Section 1: Instructions to Bidders(ITB)

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A. General

1. Scope of Bid

1.1 Managing Committee (Appendix to ITB) on behalf of 'Authority' (defined in Appendix to ITB) invites bids for the construction of Works as described in these documents and referred to as "the Works". The name of the works is provided in the Appendix to ITB. The bidders may submit bids for any or all of the works detailed in the table given in the Notice Inviting Tender. Bid for each work should be submitted separately. The bidders should refer Section 4-A for the detailed scope of work and Section 4-B for Technical Specifications for the work.

1.2 The successful Bidder will be expected to complete the Works by the Intended Completion Date specified in the **Contract data**.

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

1.4 The jurisdiction of court will be as defined as in Appendix to ITB

2. Source of Funds

2.1 The expenditure on this project will be met from the budget provided by the Managing Committee of Jat Education Society (Regd.), Rohtak.

3. Eligible Bidders

3.1 Eligibility Criteria for Bidders.

- **Work Experience:** Must have successfully completed at least one similar work (Road Work) of value not less than **₹14.5 Lakhs** OR two works each of **₹9.00 Lakhs** or three works each of **Rs. 5.5 Lacs** in the last 7 years.
Note: Only successful work completion certificate.
- **Financial Turnover:** Average annual turnover of the last 3 years should be at least 5.40 Lakhs annually.
- Income Tax Returns of last 3 financial years will be required.

3.2 Bidders shall not be under a declaration of ineligibility for corrupt and fraudulent practices by the Central Government, the State Government or any public undertaking, autonomous body, authority by whatever name called under the Central or the State Government.

4. Qualification of the Bidder

A) For works put to tender upto **Rs. 25.00 Lacs**, a valid **Registration Certificate/contractor's id created on Haryana Engineering Works Portal**. (No technical evaluation shall be carried out for this category). **The intending bidders who are not registered are required to submit the following documents in place of Registration:**
Interested bidders who are not registered should submit the following documents at the time of bidding:

a. Mandatory Documents

- i. Proof of Constitution - Partnership deed (in case of the partnership firm registration); or Certificate of Incorporation (in case of Private limited company, public limited company, Public sector undertaking, Limited Liability Partnership,

registration); or Any proof substantiating constitution (in the case of society, trust, AOP, Government department, local authority, statutory body registration.)

- ii. PAN Card
- iii. GST Certificate
- iv. Undertaking of Non-Blacklisting – (Certificate that contractor has not been blacklisted previously)
- v. Proof of immovable properties/self-certification that doesn't have any property
- vi. Cancelled Cheque / Proof of bank account
- vii. Proof of Address
- viii. Similar works experience for the category of registration
- ix. The applicant himself or his employee (at least one) should be a Diploma Holder (Civil/Electrical/Agri./Hort.) as applicable. Accordingly, self-declaration certificate of applicant and his employee along with copy of Diploma certificate is to be submitted.
- x. In case of registration for electrical works the applicant or the employee of the applicant should submit valid Wireman License from Chief Electrical Inspector, Haryana
- xi. Affidavit that all the information submitted by the agency in response to the bid in question are correct and genuine.

b. Optional Documents

- i. TAN Number Document
- ii. MSME Registration Certificate (If Applicable)
- iii. Form 26AS for last three years (Provided by Income Tax Department)
- iv. LLCs (Limited Liability Company) to upload last audited balance sheet
- v. Change of constitution of agency
- vi. Litigation History (If any)
- vii. List of Abandoned works (if any)
- viii. Any Other relevant documents

In case during examination it is found that any bidder for this category of works has not submitted above mandatory documents or has submitted false documents his bid shall be rejected.

B) For works put to tender from Rs. 25.01 Lacs to Rs. 64.00 Lacs, a valid enlistment in the respective category on Haryana Engineering Works Portal with proof of ownership/ lease of specified machinery/ manpower as listed in Clause 39 in section 1 of this document.

(Technical Evaluation shall be carried out as per the requirement specified in Clause 39 in section 1 of this document and financial bid of only responsive qualifying bidders shall be opened)

C) For works put to tender from Rs. 64.01 Lacs onwards, following qualification criteria is required to be fulfilled:-

4.1 All bidders shall provide the Qualification Information as specified in Section-2 of this document, Forms of Bid and the undertaking(s) as specified in Section 7. The undertaking should be of a date after the first invitation of this tender. Initially the scanned copy of undertaking(s) shall have to be submitted in technical bid and before signing the agreement, the original undertaking(s) should be submitted by the bidders to the Principal, A.I. Jat H.M. College, Rohtak. The undertaking(s) in original shall make integral part of the agreement. The bidder should also meet the requirements mentioned in clause 39.

4.2 All bidders participating in tenders costing more than Rs. 25.00 lacs shall include the following information and documents with their bids in Section 2, Qualification Information unless otherwise stated in the Appendix to ITB:

- (a) Copies of original documents defining the constitution or legal status, place of registration, and principal place of business; written power of attorney of the signatory of the Bid to commit the Bidder;
- (b) Total annual financial turnover of each of the last three years duly certified by Chartered Accountant;
- (c) (i) Experience in works of a similar nature and size for each of the last seven years with certificates from the concerned officer not below the rank of Executive Engineer or Project Manager;
(ii) and details of works in progress or contractually committed with detail of clients who may be contacted for further information on those contracts;
- (d) The undertakings as per the format and language given in Section 7 of the document. The undertakings should be of a date after the invitation of this tender. The bids accompanying with the language deviated from the language of the draft provided in Section 2 shall be treated as non – responsive.

4.3 All care should be taken by the bidder to submit correct information and documents in first place. No cognizance of the documents submitted subsequently by the bidder on his own regarding his technical bid shall be taken. However, clarification can be sought upto the extent of clearing any doubt on the documents already submitted Offline.

4.4 Deleted

4.5 Qualification Criteria [applicable as per cost of work put to tender]

4.5A To qualify for award of the contract, each bidder in its name should have :-

- i) Minimum average annual financial turnover (as certified by the Chartered Accountant) during the last three years, ending 31st March of the previous financial year, should not be less than 30% of the value of work. The turn over shall be updated to price level of the last financial year at the rate of 8% per year compounded yearly.
- ii) Experience of having successfully completed or substantially completed similar works (i.e. road/bridge/building works/airport runway/PHED/ IWRD works/) as applicable for that type of tender during the last seven years ending last day of month previous to the one in which bids are invited should be either of the following:-
 - (a) Three similar works each costing not less than 40% of the value of work.
 - or
 - (b) Two similar works each costing not less than 50% of the value of work.
 - or
 - (c) One similar work costing not less than 80% of the value of work.

The amount of works shall be updated to price level of the last financial year at the rate of 8% per year compounded yearly.

Note 1:- Deleted

Note 2:- Substantially completed works means those works which are at least 95% completed as on the date of submission (i.e. gross value of work done upto the last date of submission is 95% or more of the original contract price or enhanced contract price as the case may be) and continuing satisfactorily.

Note 3:- Similar works means road work for road tender, building work for building tender, bridge work for bridge tender and so on.

For these, a certificate from Executive Engineer or Project Manager shall be submitted along with qualification information clearly mentioning the name of work, Contract Value, billing amount. Date of commencement of works, satisfactory performance of the Contractor and any other relevant information.

4.5 B Each bidder must produce:

- (i) An affidavit (format affidavit to be attached) in the prescribed format given in this document in Section 7. The affidavit should be of a date later than the date of calling of tender; and
- (ii) Such other certificates as defined in the Appendix to ITB. Failure to produce the certificates shall make the bid non-responsive.

4.5 C To qualify for a package of contracts made up of this and other contracts for which bids are invited in the Notice Inviting Tender, the bidder must demonstrate having experience and resources sufficient to meet the aggregate of the qualifying criteria for the individual contracts.

4.5 D Deleted

4.5. E Any other requirement as specified elsewhere in the ITB.

4.6 Bidders who meet the minimum qualification criteria will be qualified only if their available bid capacity for construction work is equal to or more than the total bid value. The available bid capacity will be calculated as under:

Assessed Available Bid Capacity = $(A \times N^2 - B)$ Where

A = Maximum value of financial turnover (as certified by the Chartered Accountant) in any one year during the last three years (updated to price level of the last financial year at the rate of 8% per year compounded yearly).

N = Number of years prescribed for completion of the works for which bids are invited (period up to 6 months to be taken as $\frac{1}{2}$ and more than 6 months as 1 in a year).

B = Value, at the current price level (compounded yearly @8% per year), of existing commitments and on-going works to be completed during the period of completion of the works for which bids are invited.

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

- made misleading or false representations in the forms, statements, affidavits and attachments submitted in proof of the qualification requirements; and/or
- record of poor performance such as abandoning the works, not properly completing the contract, inordinate delays in completion, litigation history, or financial failures etc: and/or.
- participated in the previous bidding for the same work and had quoted unreasonably high bid prices and could not furnish rational justification to the employer.

5. One Bid per Bidder

5.1 Each Bidder shall submit only one Bid for one work. A Bidder who submits more than one Bid for one work will cause the proposals with the Bidder's participation to be disqualified.

6. Cost of Bidding

DNIT Name : Construction of Road from Management Office to Heritage Building (Samadhi Sathal)

6.1 The Bidder shall bear all costs associated with the preparation and submission of his Bid, and Managing Committee will, in no case, be responsible or liable for those costs.

7. Site Visit

7.1 The Bidder, at the Bidder's own responsibility and risk is encouraged to visit and examine the Site of Works and its surroundings and obtain all information that may be necessary for preparing the Bid and entering into a contract for construction of the Works. The costs of visiting the Site shall be at the Bidder's own expense. The Bidder acknowledges that prior to the submission of the bid, the Bidder/Contractor has, after a complete and careful examination, made an independent evaluation of the Scope of the Project, Specifications and Standards of design, construction and maintenance, Site, local conditions, physical qualities of ground, subsoil and geology, suitability and availability of access routes to the Site and all information provided by Managing Committee or obtained, procured or gathered otherwise, and has determined to its satisfaction the accuracy or otherwise thereof and the nature and extent of difficulties, risks and hazards as are likely to arise or may be faced by it in the course of performance of its obligations hereunder. Managing Committee makes no representation whatsoever, express, implicit or otherwise, regarding the accuracy, adequacy, correctness, reliability and/or completeness of any assessment assumptions, statement or information provided by it and the Bidder confirms that it shall have no claim whatsoever against Managing Committee in this regard.

B. BIDDING DOCUMENTS

8. Content of Bidding Documents

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

1. Detail Notice Inviting Tender
2. Instructions to Bidders including Appendix to bid
3. Qualification Information and other forms
4. Conditions of Contract (Part I General Conditions of Contract, and Contract Data; Part II Special Conditions of Contract)
5. Technical Specifications
6. Drawings
7. Bill of Quantities
8. Form of Acceptance, Form of Agreement, Issue of Notice to Proceed with the Work,
9. Forms of Securities and Form of Unconditional Bank Guarantee.

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

9. Clarification of Bidding Documents and Pre-bid Meeting

9.1 A prospective bidder requiring any clarification of the bidding documents may notify Managing Committee in writing or through email at the Employer's address indicated in the invitation to bid. Managing Committee will respond to any request for clarification which he receives earlier than 10 days prior to the deadline for submission of bids. Copies of the Employer's response will be put on website including a description of the enquiry but without identifying its source.

9.2 If a pre-bid meeting is to be held, the bidder or his authorized representative is invited to attend it. Its date, time and address are given in the Appendix to ITB.

9.3 The purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage.

9.4 Minutes of the meeting, including the text of the questions raised (without identifying the source of the enquiry) and the responses given will be uploaded for information of the public or other bidders. Any modifications of the bidding documents listed in Clause 8.1 of ITB, which may become necessary as a result of the pre-bid meeting shall be made by Managing Committee exclusively through the issue of an Addendum pursuant to Clause 10 of ITB and not through the minutes of the pre-bid meeting.

9.5 Non-attendance at the pre-bid meeting will not be a cause for disqualification of a bidder.

10. Amendment of Bidding Documents

10.1 Before the deadline for submission of bids, Managing Committee may modify the bidding documents by issuing corrigendum.

10.2 Any addendum/corrigendum thus issued shall be part of the bidding documents and put on website only and shall be deemed to have been communicated to all the bidders. Managing Committee will assume no responsibility in this regard.

10.3 To give prospective bidders reasonable time in which to take an addendum into account in preparing their bids, Managing Committee shall extend, as necessary, the deadline for submission of bids, in accordance with Clause 20.2 of ITB.

C. PREPARATION OF BIDS

11. Language of Bid

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

12. Documents Comprising the Bid

12.1 The Bid submitted by the Bidder shall be in two separate parts:

Part I Technical bid This shall be named Technical Qualification Part of Bid and shall comprise of:

- i) The cost of the bidding documents.
- ii) The Earnest money in any of the forms as specified in clause 16 of ITB or Earnest Money declaration form specified in Section-7 as applicable.
- iii) Authorized address and contact details of the Bidder having the following information:
 - a. Address of communication:
 - Telephone No.(s):
 - Office:
 - Mobile No.:
 - b. Facsimile (FAX) No.:
 - c. Electronic Mail Identification (E-mail ID):
- iv) **Qualification information, supporting documents as specified in ITB.**
- v) Any other information/documents required to be completed and submitted by bidders, as specified in the Appendix to ITB, and
- vi) Scanned copy of the affidavit (**on the format given in Section 7 of bid document**).

Part II. Financial Bid:- It shall be named Financial Bid and shall comprise of:

(i) Priced bill of quantities for items specified in Section 6;

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

Section	Particulars
1.	Detail Notice Inviting Tender
2.	Instructions to Bidders
3.	Conditions of Contract
4.	Contract Data
5.	Technical Specifications
6.	Drawings

13. Bid Prices

13.1 The Contract shall be for the whole Works, as described in Clause 1.1 of ITB, based on the priced Bill of Quantities submitted by the Bidder.

13.2 For item rate tenders, the bidder shall fill in item rate at its appropriate place in figures. Items for which no rate or price is entered by the bidder will not be paid for by the employer. Such item, where the bidder does not quote the price or leaves it blank, will be treated as item to be executed free of cost item from the contractor.

13.3 For percentage rate tender, the bidder shall make its due diligence and quote a single percentage above or below HSR items including any premium if applicable and individual rate for NS items which are in the BOQ but not in HSR. *NS Items in the BOQ, for which no rate or price is entered by the bidder will not be paid for by Managing Committee and considered as nil rate items.*

13.4 All duties, taxes (excluding GST) , royalties, compensation, cost and other levies payable by the Contractor under the Contract or to execute item(s) of work or for any other cause, shall be included in the rates, prices, and total Bid price submitted by the Bidder Offline. The GST amount shall be reimbursed on production of proof of deposit of GST with Govt. for the previous payment.

13.5 The rates and prices quoted by the bidder are subject to adjustment during the performance of the Contract in accordance with the provision of Clause 42 A of the Conditions of Contract.

14. Currencies of Bid

14.1 The unit rates and the prices shall be quoted by the bidder entirely in Indian Rupees.

15. Bid Validity

15.1 Offline Bids shall remain valid for a period of not less than 120 days after the deadline date for bid submission specified in ITB. A bid valid for a shorter period shall be rejected by Managing Committee as non-responsive.

15.2 In exceptional circumstances, prior to expiry of the original time limit, Managing Committee may request that the bidders may extend the period of validity for a specified additional period. The request and the bidders' responses shall be made in writing or by email. 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 16 of ITB in all respects.

16. Earnest money and Earnest money declaration Form

16.1. The Bidder who does not have contractor id on HEWP can not participate in tendering process. Bidders who have contractor ID but have not registered on HEWP can participate in tendering process by paying the earnest money through Offline payment on the portal. Bidders who have contractor Id and are registered on HEWP and also have deposited one time deposit are eligible for participation in the tender by annexing bid specific Earnest Money Declaration Form generated from HEWP.

16.2. The bidder who is registered as contractor with Haryana Government and is availing the exemption available for earnest money, shall upload bid specific Earnest Money Declaration form duly downloaded from HEWP.

16.3 Any bid from the registered bidders not accompanied by an acceptable Earnest Money Declaration form (in case exemption is availed) as above or not secured as indicated in Sub-Clauses 16.1 above shall be rejected by Managing Committee as non- responsive.

16.4. The successful bidder shall be de-registered with forfeiture of his/its one time deposit of EMD exemption amount on HEWP and further barred from participation in future bidding for a period of 2 years, in case of failure to submit the Performance Bank Guarantee as per Clause 34 of this document.

17. Alternative Proposals by Bidders

17.1 Bidders shall submit offers that comply with the requirements of the bidding documents, including the Bill of Quantities and the basic technical design as indicated in the drawings and specifications. Conditional offer or alternative proposals will be rejected as non-responsive.

18. Format and Signing of Bid: On every page

D. ONLINE SUBMISSION OF BIDS

19. Online not allowed. Only offline bids will be acceptable.

20. Deadline for Submission of Bids

20.1 Complete Bids in two parts as per clause 19 above must be submitted by the Bidder Offline not later than the date and time indicated in the Appendix to ITB.

20.2 Managing Committee may extend the deadline for submission of bids by issuing an amendment in accordance with Clause 10.3 of ITB. In such case all rights and obligations of Managing Committee and the bidders previously subject to the original deadline will then be subject to the new deadline.

21. Late Bids

21.1 Any Bid received by Managing Committee after the deadline prescribed in Clause 20 will be returned unopened to the bidder.

22. Withdrawal or modification

22.1 No bid shall be modified or withdrawn after the deadline of submission of bids.

22.2 Withdrawal or modification of a bid between the deadline for submission of bids and the expiration of the original period of bid validity specified in clause 15.1 above or as extended pursuant to Clause 15.2 may result in the forfeiture of the Earnest money pursuant to Clause 16 or invite action as per Earnest Money declaration undertaking.

E. Bid Opening and Evaluation

23. Bid Opening

23.1 Managing Committee inviting the bids or its authorized representative will open the bids Offline in the presence of the bidders or their representatives who choose to attend at time, date and the place specified in Appendix to ITB. The bids shall be evaluated by committee generated Offline by the system.

23.2 In the event of the specified date for the Opening of bids being declared a holiday for the Employer, the Bids will be opened at the appointed time and location on the next working day.

23.3 The file containing the Part-I of the bid will be opened first.

23.4 The amount, form and validity of the cost of bidding document and earnest money furnished with each bid will be announced. If the cost of bidding document and earnest money furnished does not conform to the amount and validity period as specified in the Invitation for Bid, and has not been furnished in the form specified in Clause 16, the remaining technical bid will not be opened and will be disqualified for opening of financial bid. Similarly for registered bidders, bid not accompanied by the Earnest Money declaration form, shall be rejected and technical bid will not be opened.

23.5 Managing Committee will also prepare minutes of the Bid opening, including the information disclosed in accordance with Clause 23.4 of ITB.

23.6

(i) Subject to confirmation of the earnest money, the bids accompanied with valid earnest money/earnest money declaration form will be taken up for evaluation with respect to the Qualification Information and other information furnished in Part I of the bid pursuant to Clause 12.1.

(ii) The technical bid will be evaluated on the basis of the documents submitted Offline by the bidder and no modification of his technical bid will be sought from the bidder. No cognizance of the documents submitted subsequently by the bidder on his own regarding his technical bid shall be taken. However, clarification can be sought upto the extent of clearing any doubt the documents already submitted Offline.

(iii) The bidders will respond in not more than 7 days of issue of the clarification letter, which will also indicate the date, time and venue of opening of the Financial Bid.

(iv) Immediately, on receipt of these clarifications the Evaluation Committee will finalize the list of responsive bidders whose financial bids are eligible for consideration.

23.7 Managing Committee shall hoist the result of technical evaluation of bids alongwith the reasons for rejection of Part-I of the bid (Technical bid) on the website. Thereafter, Managing Committee shall wait for 7 days before opening the financial bid of the qualified bidders so as to give the disqualified bidders and opportunity to avail, if they so desire, any remedy available under the Law.

23.8 Part II (Financial Bid) of bids of only those bidders will be opened Offline, who have qualified in Part I of the bid. The bidders' names, the Bid prices, the total amount of each bid, and such other details as Managing Committee may consider appropriate will be notified by Managing Committee at the time of bid opening.

23.9 Managing Committee shall prepare the minutes of the Offline opening of Part-II of the Bids.

24 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 bidders 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.

25 Clarification of Bids and Contacting the Employer

25.1 No Bidder shall contact Managing Committee on any matter relating to its bid from the time of the bid opening to the time the contract is awarded **except as specified in clause 25.3 here under**. If the bidder wishes to bring additional information to the notice of the Employer, it should do so in writing.

25.2 Any attempt by the bidder to influence the Employer's bid evaluation, bid comparison or contract award decision may result in the rejection of his bid.

25.3 To assist in the examination, evaluation, and comparison of Bids, Managing Committee may, at his discretion, ask any Bidder for clarification of his Bid, including breakdowns of unit rates. The request for clarification and the response shall be in writing or by email, but no change in the price or substance of the Bid shall be sought, offered, or permitted.

26. Examination of Bids and Determination of Responsiveness

26.1 During the detailed evaluation of "Part-I of Bids", Managing Committee will determine whether each Bid

- (a) meets the eligibility criteria defined in Clauses 3 and 4;
- (b) has been properly signed;
- (c) is accompanied by the required securities; and
- (d) is substantially responsive to the requirements of the bidding documents.

During the detailed evaluation of the "Part-II of Bids", the responsiveness of the bids will be further determined with respect to the remaining bid conditions, i.e., priced bill of quantities.

26.2 A substantially responsive "Financial Bid" is one which conforms to all the terms, conditions, and specifications of the bidding documents, without material deviation or reservation.

A material deviation or reservation is one

- (a) which affects in any substantial way the scope, quality, or performance of the Works;
- (b) which limits in any substantial way, inconsistent with the bidding documents, the Employer's rights or the Bidder's obligations under the Contract; or
- (c) whose rectification would affect unfairly the competitive position of other bidders presenting substantially responsive bids.

26.3 If a 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 non-conforming deviation or reservation.

27. Correction of Errors.

27.1. "Financial Bids" determined to be substantially responsive will be checked by the 'Employer' for any errors. Errors will be corrected by Managing Committee as follows:

- (a) Where there is a discrepancy between the unit of any item mentioned in BOQ, from that in HSR, the unit mentioned in HSR shall prevail and the total resulting from multiplying the quoted rate by the quantity, shall be taken in to account.

27.2. The amount stated in the “Financial Bid” will be corrected by Managing Committee in accordance with the above procedure and the bid amount adjusted in the following manner.

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

28. Adjusted in bid price pursuant to clause 27 above, shall be considered as binding upon the Bidder. If the Bidder does not accept the corrected amount the Bid will be rejected, and action as per provisions of Earnest Money Declaration Form shall be initiated or Earnest Money shall be forfeited as applicable.

29. Evaluation and Comparison of Bids

29.1 Managing Committee will evaluate and compare only the bids determined to be substantially responsive in accordance with Clause 26 of ITB.

29.2 In evaluating the Bids, Managing Committee will determine for each Bid the evaluated Bid Price by adjusting the Bid Price as follows:

- (a) adjustments to reflect discounts or other price offered in Financial bid submitted Offline.

29.3 If the Bid of the successful Bidder is seriously unbalanced in relation to the Principal, A.I. Jat H.M. College, Rohtak’s estimate of the cost of work to be performed under the contract, Managing Committee may require the Bidder to produce detailed price analysis for any or all items of the Bill of Quantities, to demonstrate the internal consistency of those prices. After evaluation of the price analysis, Managing Committee may require that the amount of the Performance Security set forth in Clause 34 of ITB be increased at the expense of the successful Bidder to a level sufficient to protect Managing Committee 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 amount of additional performance security shall be equal to an amount arrived at as below: -

- (i) If the Bid price offered by the contractor is negatively unbalanced upto the 10% of the estimated project cost (as per analytical rates / N.S. rates).

In such cases no additional performance security shall be taken from the successful bidder;

- (ii) If the bid price offered by the contractor is negatively unbalanced below 10% and upto 20% of the estimated project cost (as per analytical rates / N.S. Rates): -

In such case, Additional performance security shall be calculated @ 20% of the {(% below quoted by the contractor – 10%) of the estimated cost of the project};

- (iii) If the bid price offered by the contractor is further negatively unbalanced below 20% of the estimated project cost (as per analytical rates / N.S. Rates): -

In such case, the Additional performance security shall be calculated @ 30% of the {(%

below quoted by the contractor – 10%) of the estimated cost of the project}};

- (iv) 20% of the total unbalanced amount of all the seriously unbalanced items (i.e. unbalanced by more than 40% of the estimated amount of that particular item/items).

Out of (i), (ii), (iii) and (iv) above Whichever is higher is to be deposited by the successful bidder.

29.4 Validity of above Additional performance Security shall be valid until a date 28 days from the date of issue of the certificate of completion.

29.5 Managing Committee reserves the right to accept or reject any variation or deviation. Variations and deviations and other factors, which are in excess of the requirements of the Bidding documents or otherwise result in unsolicited benefits for the Employer, shall not be taken into account in Bid evaluation.

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

30. The agency/Bidder to whom the work is allotted shall be paid lowest of the following in the running/final bills.

- i) Amount calculated with the accepted rates of lowest agency.
- ii) Amount worked out with the accepted percentage above/below HSR+CP/analytical rates/ NS item rates, worked out in financial statement. Financial statement will be made a part of agreement.

F. AWARD OF CONTRACT

31. Award Criteria

31.1 Subject to Clause 32 of ITB, Managing Committee will award the Contract to the Bidder whose Bid has been determined:

- (i) To be substantially responsive to the bidding documents and who has offered the lowest evaluated Bid price and
- (ii) To be within the available bid capacity adjusted to account for his bid price which is evaluated the lowest in any of the packages opened earlier than the one under consideration. In no case, the contract shall be awarded to any bidder whose available bid capacity is less than the evaluated bid.

32. Employer's Right to Accept any Bid and to Reject any or all Bids

32.1 Notwithstanding Clause 31 above, Managing Committee 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 or any obligation to inform the affected Bidder or bidders of the grounds for the Employer's action.

33. Notification of Award and Signing of Agreement

33.1 The bidder whose Bid has been accepted will be notified of the award by Managing Committee prior to expiration of the Bid validity period by email confirmed by registered letter. This letter (hereinafter and in the Part I *General Conditions of Contract* called the "Letter of Acceptance") will state the sum that Managing Committee will pay to the Contractor in consideration of the execution, completion and maintenance of the works, by the Contractor during defect liability period as prescribed by the Contract (hereinafter and in the Contract called the "Contract Price").

33.2 The notification of award will constitute the formation of the Contract, subject only to the furnishing of a Performance Security in accordance with the provisions of Clause 34.

33.3 The Agreement will incorporate all agreements between Managing Committee and the successful Bidder. It will be signed by Managing Committee and the successful Bidder after the Performance Bank Security is furnished.

33.4 Upon the furnishing by the successful Bidder of the Performance Security, Managing Committee will promptly notify the other Bidders that their Bids have been unsuccessful.

33.5 Upon the furnishing by the successful Bidder of the Performance Security, the Employer shall issue the letter to proceed with the work.

33.6 If the lowest tenderer (L-1) backs out, his earnest money shall be forfeited or action as per conditions of Bid Security Declaration Form shall be initiated. The agency will be de-barred for giving tenders for two year and the second lowest tenderer (L-2), third lowest tenderer (L-3) in order of sequence, may be called upon to bring his offer to the same level as the originally first lowest tenderer. In the event of their refusal to do so, tenders shall be recalled. In case of great urgency, authority competent to accept the tender may authorize call of limited or short notice tenders.

34. Performance Security: Deleted**35. Advances**

Managing Committee will provide Advances as stipulated in the conditions of contract, subject to maximum amount, as stated in the Contract Data.

36. Corrupt or Fraudulent Practices

36.1 The 'Employer' will reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question and will declare the firm ineligible, either indefinitely or for a stated period of time; to be awarded a contract by Haryana Government in any of Departments/Boards/Corporations etc.

36.2 The successful bidder shall be required to sign an **Integrity Pact** as provided in Section 7.

36.3 Managing Committee requires the Bidders/Contractors to strictly observe the laws against fraud and corruption in force in India, namely, Prevention of Corruption Act, 1988.

37. Debarring

If a registered but unverified bidder submits Financial Bid Offline but he/it fails to submit the Earnest Money instruments in physical form by 5:00 pm with the Principal, A.I. Jat H.M. College, Rohtak on the last date of submission of this tender, he / it shall be blacklisted for participation in the bidding in all future tenders floated by any of Department/Boards/Corporations etc. of Government of Haryana, for a period of 2 years

38. Completion of work

The agency to whom the work is allotted shall complete the entire work as per drawings irrespective of quantities in the DNIT. The agency is bound to consult the drawings before tendering and tender the work accordingly. However, Clause 37 of GCC shall be applicable on the varied quantities

39. Instructions / Special Qualification Requirements (Any other condition for execution of works may also be added)**(i) For works of any value involving bituminous work of DBM and /or BC/SDBC irrespective of amount of work:**

Each bidder must demonstrate (Submit proof) of the ownership of Batch Type Hot Mix Plant for the bids of the works where there is a provision of Batch Type Hot Mix Plant in the BOQ. The Batch Type Hot Mix Plant should be in possession of the bidder on the date of the tender **and should be in workable condition**. The Batch Type Hot Mix Plant should be within a radial distance of 50 kms. This 50 kms distance shall be measured from the center of the starting and ending point of road work put to tender. The bidder shall submit a key-map showing the distance of location of Batch Type Hot Mix Plant to the center of starting and ending point of the road work put to tender. If reclaimed bituminous material is provided to be used in BOQ then the Batch Type Hot Mix Plant should have suitable arrangements for mixing RAP.

In case the agency does not possess the Batch Type Hot Mix Plant within a radial distance of 50 kms then the agency shall furnish unconditional Bank Guarantee / FDR (Approved vide govt. no. 121573 Dt. 18/10/23) of Rs. 1.00 Cr. which shall be released after the installation of Batch Type Hot Mix Plant within a radial distance of 50 kms. In case the bidder does not install Batch Type Hot Mix Plant within a radial distance of 50 kms, when the plant is required for execution of work, the Bank Guarantee shall be forfeited.

(ii) For works with provision of bituminous works of BM and / or PC only:

Each bidder must demonstrate (Submit proof) of the ownership of Drum Type / Batch Type Hot Mix Plant for the bids of the works where there is a provision of Drum Type Hot Mix Plant in the BOQ. The Drum Type / Batch Type Hot Mix Plant **(in workable condition)** should be in possession of the bidder on the date of tender and the bidder shall submit proof of ownership of Drum Type / Batch Type Hot Mix Plant. The Drum Type / Batch Type Hot Mix Plant should be within a radial distance of 50 kms. This 50 kms distance shall be measured from the center of the starting and ending point of road work put to tender. The bidder shall submit a key-map showing the distance of location of Drum Type / Batch Type Hot Mix Plant to the center of starting and ending point of the road work put to tender. If reclaimed bituminous material is provided to be used in BOQ then the Batch Type / Drum Type Hot Mix Plant should have suitable arrangements for mixing RAP.

In case the agency does not possess the Drum Type / Batch Type Hot Mix Plant within a radial distance of 50 kms, then the agency shall furnish unconditional Bank Guarantee / FDR (Approved vide govt. no. 121573 Dt. 18/10/23) of Rs. 25.00 Lacs which shall be released after the installation of Drum Type / Batch Type Hot Mix Plant within a radial distance of 50 kms as stated above. In case the bidder does not install Drum Type / Batch Type Hot Mix Plant within a radial distance of 50 kms, when the plant is required for execution of work, the Bank Guarantee shall be forfeited.

Type Of Machinery	Machinery Name	Machinery Quantity
Equipment	Computerized Concrete Batching Plant (1 no. 15 cum/hour as per requirement)	1
Equipment	Concrete weigh batcher computerized (3 bag capacity minimum)	1
Equipment	Concrete Pump (1 No. 15 cum/hour minimum)	1
Equipment	Concrete Transit Mixer	1
Equipment	Concrete vibrator (Skin)	2
Equipment	Needle vibrator(minimum 1 no. as petrol running.)	5
Equipment	Plate compactor	1
Equipment	Tipper/Dumper	2
Equipment	Compressor	1
Equipment	Generator with CPRIO approved canopy	1
Equipment	Bar bending Machine	1
Equipment	JCB	1
Equipment	Hydraulic lift/ordinary lift	1
Equipment	Tower crane	1
Equipment	Reverse Osmosis Plant (for works where water as per IS 456 is not available.)	1
Laboratory Equipments	Sieves required for Coarse Aggregate & fine aggregate	1
Laboratory Equipments	Impact value/ Flakiness testing equipment	1
Laboratory Equipments	Cube Moulds	18
Laboratory Equipments	Slump Test	2
Laboratory Equipments	Water testing equipment	1
Laboratory Equipments	Soil density measuring operators	1
Laboratory Equipments	Compression testing machine (Automatic computerized recording-AIMILor equivalent make)	1
Laboratory Equipments	Electronics Weighing Machine branded (100 Kg capacity)	1

Appendix to ITB

Instructions to Bidder

Clause Reference

Sr. No.	Description	Value to be printed on system generated CBD	Clause No.
1.	Authority	President, Jat Education Society (Regd.), Rohtak	[Cl.1.1] or Press Notice/ DNIT
2.	Managing Committee is Designation: Address:	Managing Committee, Jat Education Society (Regd.), Rohtak	[Cl.1.1] or Press Notice/DNIT
3.	Name of authorized Representative	Principal, A.I. Jat H.M. College, Rohtak	[Cl.1.1]
4.	The Engineer is Designation: Address:	Principal, A.I. Jat H.M. College, Rohtak	[Cl.1.1]
5.	The Intended Completion Date for the whole of the Works is 03 Months after start of work.	03 Months	[Cl.1.1, 17&27]
6.	The Works is (<i>Name of the work</i>)	'Construction of Road from Management Office to Heritage Building (Samadhi Sathal)' at A.I. Jat H.M. College, Rohtak	[Cl.1.1]
7.	The jurisdiction of court is	Rohtak	[Cl.1.1]
8.	The average annual financial turn over amount is	5.4 lacs	[Cl.(4.5 A) (i)]
9.	Value of work is as under :- Similar Work:-	(i) Three works :- Rs 5.40 Lacs each (ii) Two works :- Rs 9 Lacs each (iii) Single Work:- Rs. 14.5 Lacs each Road works	[Cl.(4.5 A) (ii)]
10.	Joint Ventures	Not allowed	[Cl.3.1,4.4]
11.	The contact person is:	Principal, A.I. Jat H.M. College, Rohtak	[Cl.7.1]
12.	Place, Time and Date for pre-bid meeting are	Place :- O/o Principal, A.I. Jat H.M. College, Rohtak Time :- 3:00 PM Date :- 07/09/2026	[Cl.9.2]

Section-2

Qualification Information

Notes on Form of Qualification Information

The information to be filled in by bidders in the following pages will be used for purposes of post-qualification as provided for in Clause 4 of the Instructions to Bidders. This information will not be incorporated in the Contract. Attach additional pages as necessary.

1.	Individual Bidders	
1.1	Constitution or legal status of Bidder	<i>[attach copy]</i>
	Place of registration:	
	Principal place of business:	
	Power of attorney of signatory of Bid (if required)	<i>[attach]</i>
1.2	Total annual financial turnover of each of the last three year duly certified by Chartered Accountant	(Rs. In lacs) Year _____ Year _____ Year _____

1.3.1 Work performed as prime Contractor (in the same name and style) on construction works of a similar nature and volume over the last Seven years. Attach certificate from the Executive Engineer/Project manager/Concerned in-charge.

Project Name	Name of Employer	Description of work	Value of contract	Contract No	Date of Issue of Work Order	Stipulated date of completion	Actual Date of Completion	Remarks explaining reasons for delay, if any

1.3.2 Work performed as Sub-Contractor (in the same name and style) on construction works of a similar nature and volume over the last Seven years. Attach certificate from the Concerned In-charge. Attach legal document of agreement / subcontract, Form 26 AS of the sub-contractor.

Project Name	Name of Employer	Description of work	Value of contract	Contract No	Date of Issue of Work Order	Stipulated date of completion	Actual Date of Completion	Remarks explaining reasons for delay, if any

1.3.3 Information on Bid Capacity (works for which bids have been submitted and works which are ongoing and yet to be completed) as on the date of this bid.

Existing commitments and ongoing construction works:

Description of Work	Place & State	Contract No & Date	Name & Address Of Employer	Value of Contract (Rs.In lacs)	Stipulate period of completion	Value of works remaining to be complete (Rs.Lacs) *	Anticipated Date of completion
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)

1.3.3 (A) Works for which bids already submitted:

Description of works	Place & State	Name& Address of Employer	Estimated value of works (Rs. in lacs)	Stipulated period of completion	Date when decision is expected	Remarks, if any
1	2	3	4	5	6	7

Note:- Here, any of the departments may specify the quantities of the work executed by the bidder.

Section 3

Conditions of Contract

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A. General 1. Definitions 2. Interpretation 3. Language and Law 4. Principal, A.I. Jat H.M. College, Rohtak's Decisions 5. Delegation 6. Communications 7. Subcontracting 8. Other Contractors 9. Personnel 10. Employer's and Contractor's Risks 11. Employer's Risks 12. Contractor's Risks 13. Insurance 14. Site Investigation Reports 15. Queries about the Contract Data 16. Contractor to Construct the Works and do maintenance 17. The Works to Be Completed by the Intended Completion Date 18. Approval by the Principal, A.I. Jat H.M. College, Rohtak 19. Safety 20. Discoveries 21. Possession of the Site 22. Access to the Site 22A. Royalties 23. Instructions 24. Dispute Redressal System 25. Arbitration B. Time Control 26. Programme 27. Extension of the Intended Completion Date 28. Delays Ordered by the Principal, A.I. Jat H.M. College, Rohtak 29. Management Meetings	32. Correction of Defects 33. Uncorrected Defects D. Cost Control 34. Bill of Quantities 35. Variations 37. Payments for Variations 38. Cash Flow Forecasts 39. Payment Certificates 40. Payments 44. Compensation Events 45. Tax 46. Currencies 47. Price Adjustment 48. Retention Money 49. Liquidated Damages 50. Advance Payment 51. Securities 52. Cost of Repairs E. Finishing the Contract 55. Completion of Construction and Maintenance 54. Taking Over 55. Substantial Completion 56. Defect Liability 57. Final Account 58. Operating and Maintenance Manuals 59. Termination 60. Payment upon Termination 61. Property 62. Release from Performance F. Special Conditions of Contract
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C. Quality Control

30. Identifying Defects
 31. Tests

Section 3

Part I General Conditions of Contract

A. General

1. Definitions

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

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

Compensation Events are those defined in Clause 40 hereunder.

The Completion Date is the date of completion of the Works as certified by the Principal, A.I. Jat H.M. College, Rohtak, in accordance with Clause 48.1.

The Contract is the Contract between Managing Committee and the Contractor to execute, complete, and maintain the Works. It consists of the documents listed in Clause 2.3.

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

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

The Contractor's Bid is the completed bidding document submitted by the Contractor to the Employer.

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

Days are calendar days; months are calendar months.

A Defect is any part of the Works not completed in accordance with the Contract or distressed development in the work irrespective of any causes.

The Defect Liability-cum-Maintenance Period is the period named in the contract Data and calculated from the Completion Date.

The 'Defect Liability-cum-Maintenance Period' is without any payment for maintenance activities.

The Defect Liability-cum-Maintenance Period Certificate is the certificate issued by Principal, A.I. Jat H.M. College, Rohtak, after the Defect Liability-cum-Maintenance Period has ended and upon correction of Defects by the Contractor.

The Maintenance means the activities required to be carried out for routine maintenance of road/buildings relating to works covered in scope of work as per the agreement or enhanced agreement.

Drawings include calculations and other information provided or approved by the Principal, A.I. Jat H.M. College, Rohtak for the execution of the Contract.

Managing Committee is the party as defined in the Contract Data, who employs the Contractor to carry out the Works, including routine maintenance. Managing Committee may delegate any or all functions to a person or body nominated by him for specified functions.

The Principal, A.I. Jat H.M. College, Rohtak is the person named in the Contract Data (or any other competent person appointed by Managing Committee and notified to the Contractor, to act in replacement of the Principal, A.I. Jat H.M. College, Rohtak) who is responsible for supervising the execution of the Works and administering the Contract.

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

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

The Revised Contract Price is the Contract Price agreed after signing of a supplementary agreement with the Employer.

The Intended Completion Date is the date on which it is intended that the Contractor shall complete the Works. The Intended Completion Date is specified in the Contract Data. The Intended Completion Date may be revised only by the Principal, A.I. Jat H.M. College, Rohtak by issuing an extension of time.

Materials are all supplies, including consumables, used by the Contractor for incorporation in the Works.

Plant is any integral part of the Works that shall have a mechanical, electrical, electronic, chemical, or biological function.

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

Site Investigation Reports are those that were included in the bidding documents and are reports about the surface and subsurface conditions at the Site.

Specification means the Specification of the Work included in the Contract and any modification or addition made or approved by the Principal, A.I. Jat H.M. College, Rohtak. Specifications for Road and Bridge Works (Latest Edition as on date of Tender) published by Ministry of Road Transport & Highways shall be applicable or any or all other specifications/IS Codes applicable to a work.

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

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

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

A **Variation** is an instruction given by the Principal, A.I. Jat H.M. College, Rohtak, which varies the Works.

The Works, as defined in the Contract Data, are what the Contract requires the Contractor to construct, install, maintain, and hand over to the Employer.

Substantial completion means those works which are at least 95% completed as on the date of submission (i.e. gross value of work done upto the last date of submission is 95% or more of the original contract price) and continuing satisfactorily.

2. Interpretation

2.1 In interpreting these Conditions of Contract, singular also means plural, male also means female or neuter, and the other way around. Headings have no significance. Words have their normal meaning under the language of the Contract unless specifically defined. The Principal, A.I. Jat H.M. College, Rohtak will provide instructions clarifying queries about these Conditions of Contract.

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

2.3 The documents forming the Contract are to be taken as mutually explanatory, and unless otherwise expressly provided elsewhere in the Contract, the priority of the documents, in the event of any ambiguity between them, shall be interpreted in the following order of priority:

- (1) Agreement / Revised Agreement / Supplementary Agreement,
- (2) Notice to Proceed with the Work,
- (3) Letter of Acceptance,
- (4) Contractor's Bid,
- (5) Contract Data,
- (6) Special Conditions of Contract Part II,
- (7) General Conditions of Contract Part I,
- (8) Specifications,
- (9) Drawings,
- (10) Bill of Quantities, and
- (11) Any undertaking given subsequent to submission of bid.
- (12) Any other document listed in the Contract Data.
- (13) Affidavit that all the information submitted by the agency in response to the bid in question are correct and genuine.

3. Language and Law

3.1 The language of the Contract shall be English. The law governing the Contract are the Acts/Rules/Guidelines etc. notified by Government of India and Government of Haryana.

3.2 The works are to be carried out strictly as per the applicable laws, permits, rules and regulations. Any damages / penalties imposed by any statutory authority, like NGT etc, on account of noncompliance of any applicable laws, permits, rules and regulations shall have to be borne by the contractor.

4. Principal, A.I. Jat H.M. College, Rohtak's Decisions

4.1 Except where otherwise specifically stated, the Principal, A.I. Jat H.M. College, Rohtak will decide contractual matters between Managing Committee and the Contractor in the role representing the Employer. However, if the Principal, A.I. Jat H.M. College, Rohtak is required under the rules and regulations and orders of Managing Committee to obtain approval of some other authorities for specific actions, he will so obtain the approval.

4.2 Except as expressly stated in the Contract, the Principal, A.I. Jat H.M. College, Rohtak shall not have any authority to relieve the Contractor of any of his obligations under the Contract.

5. Delegation

5.1 The Principal, A.I. Jat H.M. College, Rohtak, with the approval of the Employer, may delegate any of his duties and responsibilities to other person, after notifying the Contractor, and may cancel any delegation after notifying the Contractor.

6. Communications

6.1 All certificates, notices or instructions to be given to the Contractor by the Employer/Principal, A.I. Jat H.M. College, Rohtak shall be sent on the address or contact details given by the Contractor. The address and contact details for communication with the Employer/Principal, A.I. Jat H.M. College, Rohtak shall be as per the details given in Contract Data to GCC. Communications between parties that are referred to in the conditions shall be in writing. The Notice sent by facsimile (fax) or other electronic means shall be effective on confirmation of the transmission. The Notice sent by Registered post or Speed post shall be effective on delivery or at the expiry of the normal delivery period as undertaken by the postal service.

7. Subcontracting

7.1(a) The Contractor may subcontract part of the work with the approval of Managing Committee in writing, up to percent defined in contract data of the contract price, but will not assign the Contract. It is expressly agreed that the Contractor shall, at all times, be responsible and liable for all his obligations under this Agreement notwithstanding anything contained in the agreements with his Sub-contractors or any other agreement that may be entered into by the Contractor and no default under any such agreement shall exempt the Contractor from his obligations or liability hereunder.

7.1 (b) However, any specialized work can be Subletted to a Sub Contractor possessing required valid Experience and certificate required if any after approval from the Employer.

7.2 The Contractor shall not be required to obtain any consent from Managing Committee for:

- (a) the sub-contracting of any part of the Works for which the Sub-Contractor is named in the Contract.
- (b) the provision for labour, or labour component.
- (c) the purchase of Materials which are in accordance with the standards specified in the Contract.

7.3. The Principal, A.I. Jat H.M. College, Rohtak should satisfy himself before recommending to Managing Committee whether the Sub-Contractor so proposed for the Works possesses the experience, qualifications and equipment necessary for the job proposed to be entrusted to him in proportion to the quantum of Works to be sub-contracted.

7.4 While sub-contracting part of construction work as per provisions of Clause 7.1 and 7.3 above, the Contractor shall enter into formal sub-contract with sub-contractor making provisions for such requirements as may be specified by the Principal, A.I. Jat H.M. College, Rohtak including a condition that to the extent of inconsistency, provision of the Contract shall prevail over the provisions of the sub-contract. A copy of document of formal sub-contract shall be furnished to Managing Committee within a period of 30 days from the date of such sub-contract. In all such cases, on completion of the Contract, the Principal, A.I. Jat H.M. College, Rohtak, unless for reasons recorded in writing decides otherwise shall issue a Certificate of Experience to the contractor and in such certificate, the experience of the sub-contractors shall also be mentioned. The Copy of such certificate would also be endorsed to the sub-contractor.

8. Other Contractors

8.1 The Contractor shall cooperate and share the Site with Other Contractors, public

authorities, utilities, and Managing Committee between the dates given in the Schedule of Other Contractors, as referred to in the Contract Data. The Contractor shall also provide facilities and services for them as described in the Schedule. Managing Committee may modify the Schedule of Other Contractors, and shall notify the Contractor of any such modification.

8.2 The Contractor should take up the works in convenient reaches as decided by the Principal, A.I. Jat H.M. College, Rohtak to ensure there is least hindrance to the smooth flow of traffic including movement of vehicles and equipment of Other Contractors till the completion of the Works.

9. Personnel

9.1 The Contractor shall ensure that the personnel engaged by it in the performance of its obligations under this Contract are at all times appropriately qualified, skilled and experienced in their respective functions.

9.2 The Contractor shall employ for the construction work and operation of lab, the technical personnel named in the Contract Data or other technical persons approved by the Principal, A.I. Jat H.M. College, Rohtak. Before signing the agreement the contractor will submit the bio data of the technical personnel, as given in contract data, he proposes to employ on this work to the Principal, A.I. Jat H.M. College, Rohtak and will get the bio data approved from the Principal, A.I. Jat H.M. College, Rohtak. The Principal, A.I. Jat H.M. College, Rohtak will approve any proposed replacement of technical personnel only if their relevant qualifications and abilities are substantially equal to or better than those of the personnel stated in the Contract Data.

9.3 If the Principal, A.I. Jat H.M. College, Rohtak asks the Contractor to remove a person who is a member of the Contractor's staff or work force, stating the reasons, the Contractor shall ensure that the person leaves the Site within seven days and has no further connection with the Works in the Contract. The Contractor shall then appoint (or cause to be appointed) a replacement.

9.4 The Contractor shall not employ any retired Gazetted officer who has worked in the A.I. Jat H.M. College, Rohtak/ Department of the State Government and has either not completed two years after the date of retirement or has not obtained State Government's permission for employment with the Contractor.

9.5 The Principal, A.I. Jat H.M. College, Rohtak may require the Contractor to remove (or cause to be removed) any person employed on the Site or Works, including the Contractor's Representative, who in the opinion of the Principal, A.I. Jat H.M. College, Rohtak:

- (a) persists in any misconduct,
- (b) is incompetent or negligent in the performance of his duties,
- (c) fails to conform with any provisions of the Contract, or
- (d) persists in any conduct which is prejudicial to safety, health, or the protection of the environment.

10. Employer's and Contractor's Risks

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

11. Employer's Risks

11.1 Managing Committee is responsible for the excepted risks which are (a) in so far as they directly

affect the execution of the Works in the Employer's country, the risks of war, invasion, act of foreign enemies, rebellion, revolution, insurrection or military or usurped power, civil war, riot commotion or disorder (unless restricted to the Contractor's employees) and contamination from any nuclear fuel or nuclear waste or radioactive toxic explosive.

12. Contractor's Risks

12.1 All risks of loss of or damage to physical property and of personal injury and death which arise during and in consequence of the performance of the Contract other than the excepted risks, referred to in clause 11.1, are the responsibility of the Contractor.

13. Insurance

13.1 The Contractor at his cost shall provide, in the joint names of Managing Committee and the Contractor, insurance cover from the Start Date to the date of completion, in the amounts and deductibles stated in the Contract Data for the following events which are due to the Contractor's risks:

- (a) loss of or damage to the Works and material, plant and machinery to be incorporated in the work.
- (b) Personal injury or death.
- (c) Loss of damage to property of third party other than the Contractor and Managing Committee(except works, plant, material and equipments) in connection with the Contract.

13.2 Insurance policies and certificates for insurance shall be delivered by the Contractor to the Principal, A.I. Jat H.M. College, Rohtak for the Principal, A.I. Jat H.M. College, Rohtak's approval before the Start Date. All such insurance shall provide for compensation to be payable in Indian Rupees to rectify the loss or damage incurred.

13.3 (a) The Contractor at his cost shall also provide, in the joint names of Managing Committee and the Contractor, insurance cover from the date of completion to the end of **Defect Liability-cum- Maintenance Period**, in the amounts and deductibles stated in the Contract Data for personal injury or death which are due to the Contractor's risks:

(b) Insurance policies and certificates for insurance shall be delivered by the Contractor to the Principal, A.I. Jat H.M. College, Rohtak for approval before the completion date/start date. All such insurance shall provide for compensation to be payable in Indian Rupees.

13.4 Alterations to the terms of insurance shall not be made without the approval of the Employer.

13.5 Both parties shall comply with any conditions of the insurance policies.

14. Site Investigation Reports

14.1 The Contractor, in preparing the Bid, may, at his own risk, rely on any Site Investigation Reports if referred to in the Contract Data, supplemented by any other information available to him, before submitting the bid.

14.2 The Contractor shall be required to make adequate dewatering arrangements to make the

area dry for construction work. No separate payment shall be made to the Contractor for dewatering. The percentage premium (above or below) for HSR items and individual rates for NS items shall include the cost of dewatering unless specific provisions are made in the BOQ for payment of dewatering. This includes sub soil/surface dewatering also, if needed to execute the work properly.

15. Queries about the Contract Data

15.1 The Principal, A.I. Jat H.M. College, Rohtak will clarify queries on the Contract Data.

16. Contractor to Construct the Works

16.1 The Contractor shall construct, and install and maintain the Works in accordance with the Specifications and Drawings.

17. The Works to Be Completed by the Intended Completion Date

17.1 The Contractor may commence execution of the Works on the Start Date and shall carry out the Works in accordance with the Programme submitted by the Contractor, as updated with the approval of the Principal, A.I. Jat H.M. College, Rohtak, and complete them by the Intended Completion Date.

18. Approval by the Principal, A.I. Jat H.M. College, Rohtak

18.1 The Contractor shall submit Specifications and Drawings showing the proposed Temporary Works to the Principal, A.I. Jat H.M. College, Rohtak, who is to approve them.

18.2 The Contractor shall be responsible for design and safety of Temporary Works.

18.3 The Principal, A.I. Jat H.M. College, Rohtak's approval shall not alter the Contractor's responsibility for design and safety of the Temporary Works.

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

18.5 All Drawings prepared by the Contractor for the execution of the temporary or permanent Works, are subject to prior approval by the Principal, A.I. Jat H.M. College, Rohtak before their use.

19. Safety

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

19.2 The Contractor shall be responsible for safety of all persons, employed by him on Works, directly or through petty contractors or Sub-Contractors, and shall report accidents to any of them, however, and wherever occurring on Works, to the Principal, A.I. Jat H.M. College, Rohtak or the Principal, A.I. Jat H.M. College, Rohtak's Representative, and shall make every arrangement to render all possible assistance and to provide prompt and proper medical attention. The compensation for affected Workers or their relatives shall be paid by the Contractor in such cases expeditiously in accordance with the Workmen's Compensation Act and other labour Laws and regulations.

20. Discoveries

20.1 Anything of historical or other interest or of significant value unexpectedly discovered on the Site shall be the property of the Employer. The Contractor shall notify the Principal, A.I. Jat H.M. College, Rohtak of such discoveries and carry out the Principal, A.I. Jat H.M. College, Rohtak's instructions for dealing with them.

21. Possession of the Site

21.1 Managing Committee shall handover complete or part possession of the site to the Contractor seven days in advance of construction programme. At the start of the work, Managing Committee shall handover the possession of at least 80% of the site.

22. Access to the Site

22.1 The Contractor shall allow access to the Site and to any place where work in connection with the Contract is being carried out, or is intended to be carried out to the Principal, A.I. Jat H.M. College, Rohtak and any person/persons/agency authorized by:

- (a) The Principal, A.I. Jat H.M. College, Rohtak
- (b) The Employer

22 A. Royalties

Except where otherwise stated, the contractor shall pay all tonnage and other royalties, rent and other payments of compensation, if any, for getting stone, sand, gravel, clay or other materials required for the works.

The contractor has to give proof for making payment of royalty to any state Government for procuring stone soling, stone metal, bajri and earth etc. If these are arranged from quarries situated in Haryana but not auctioned by Industries Department, Government of Haryana, the Principal, A.I. Jat H.M. College, Rohtak shall be at liberty to make recovery of royalties after due notice to the contractor. The decision of the Principal/Employer in this regard shall be final.

23. Instructions

23.1 The Contractor shall carry out all instructions of the Principal, A.I. Jat H.M. College, Rohtak, which comply with the applicable laws where the Site is located.

24. Dispute Redressal system

- 24.1** If any dispute or difference of any kind what-so-ever shall arise in connection with or arising out of this contract or the execution of work or Defect Liability-cum-Maintenance period of the works there under, whether before its commencement or during the progress of works or after the termination, abandonment or breach of the contract, it shall, in the first instance, be referred for settlement to the competent authority, described alongwith their powers in the contract data above the rank of the Principal, A.I. Jat H.M. College, Rohtak. The competent authority shall, within a period of forty five days after being requested in writing by the contractor to do so, convey his decision to the contractor. Such decision in respect of every matter so referred shall, subject to review as hereinafter provided, be final and binding upon the contractor. In case the work is already in progress, the contractor shall proceed with the execution of the works, including maintenance thereof pending receipt of the decision of the authority as aforesaid, with all due diligence.
- 24.2** Either of the parties is barred from making reference to the competent authority after 120 days from completion of work i.e. the claims will be time barred if the reference to the competent authority is not made within 120 days from the completion of work.
- 24.3** Either Party will have the right to apply for arbitration as provided here in after if he/it is not satisfied with decision of the competent authority.

25. Arbitration

- (a) Where any of the party is not satisfied with the order passed by the competent authority can apply for appointment of Arbitrator. In case the party invoking arbitrator is contractor he shall deposit a sum as security deposit, proportionate to the claim amount, determined as per the values given in 'Contract Data' with 'Principal, A.I. Jat H.M. College, Rohtak'. On termination of the arbitration proceedings, this fee shall be adjusted against the cost, if any, awarded by the arbitrator against the claimant party and the balance remaining after such adjustment, and in the absence of such cost being awarded, the whole of the sum bill will be refunded within one month of the date of award.
- (b) For agreement amounts upto Rs. 10.00 Crore (after adjusting the contract price any increase/decrease due to variations etc.) the matter will be referred to a single Arbitrator to be appointed by the Principal, A.I. Jat H.M. College, Rohtak from the panel of arbitrators approved by the Haryana PWD B&R Department.
- (c) For agreement amounts more than Rs. 10.00 Crore (after adjusting the contract price any increase/decrease due to variations etc.) the matter will be referred to an Arbitral Tribunal consisting of 3 arbitrators, one each to be appointed by Managing Committee and the contractor and the third arbitrator to be chosen by the two arbitrators so appointed by both the parties to act as Presiding Arbitrator. In case of failure of the two arbitrators appointed by the parties to reach upon a consensus within a period of 30 days from the appointment of the arbitrator appointed subsequently, the Presiding Arbitrator shall be appointed by the President, Jat Education Society (Regd.), Rohtak, as the case may be.
- (d) If one of the parties fails to appoint its arbitrator in pursuance of sub-clause (c) above within 30 days after receipt of the notice of the appointment of its arbitrator by the other party, then the President, Jat Education Society (Regd.), Rohtak shall appoint the arbitrator. A certified copy of the order of the President, Jat Education Society (Regd.), Rohtak shall be furnished to each of the parties.
- e. The decision of the majority of arbitrators shall prevail upon both parties.
- f. Arbitration proceedings shall be held in India, and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English.
- g. The cost and expenses of Arbitration proceedings will be paid as provided hereinafter. However, the expenses incurred by each party in connection with the preparation, presentation, etc. of its proceedings as also the fees and expenses paid to the arbitrator appointed by such party or on its behalf shall be borne by each party itself. The fee and expenses of presiding Arbitrator shall be borne by both the parties equally.
- h. Performance under the contract shall continue during the arbitration proceedings and payments due to the contractor by Managing Committee shall not be withheld, unless they are the subject matter of the arbitration proceedings.
- i) The fee and other charges payable to an arbitrator shall be as per of "THE ARBITRATION AND CONCILIATION (AMENDMENT) ACT., 2016.

B. Time Control

26. Programme

26.1 Within the time stated in the Contract Data, the Contractor shall submit to the Principal, A.I. Jat H.M. College, Rohtak for approval a Programme showing the general methods, arrangements, order, and timing for all the activities in the Works, for the construction of works.

26.2 The Contractor shall submit the list of equipment and machinery being brought to site, the list of key personnel being deployed, the list of machinery/ equipments being placed in field laboratory and the location of field laboratory along with the Programme. The Principal, A.I. Jat H.M. College, Rohtak shall cause these details to be verified at each appropriate stage of the programme.

26.3 An update of the Programme shall be a programme showing the actual progress achieved on each activity and the effect of the progress achieved on the timing of the remaining Works, including any changes to the sequence of the activities.

26.4 The Contractor shall submit to the Principal, A.I. Jat H.M. College, Rohtak for approval an updated Programme at intervals no longer than the period stated in the Contract Data. If the Contractor does not submit an updated Programme within this period, the Principal, A.I. Jat H.M. College, Rohtak may withhold the amount stated in the Contract Data from the next payment certificate and continue to withhold this amount until the next payment after the date on which the overdue Programme has been submitted.

26.5 The Principal, A.I. Jat H.M. College, Rohtak's approval of the Programme shall not alter the Contractor's obligations. The Contractor may revise the Programme and submit it to the Principal, A.I. Jat H.M. College, Rohtak again at any time. A revised Programme shall show the effect of Variations and Compensation Events.

27. Extension of the Intended Completion Date

27.1 The Principal, A.I. Jat H.M. College, Rohtak shall extend the Intend Completion Date, with approval from authority competent to grant time extension as mentioned in clause 16.16.6 of PWD code through Employer, if a Compensation Event occurs or a Variation is issued which makes it impossible for Completion to be achieved by the Intended Completion Date without the Contractor taking steps to accelerate the remaining work and which would cause the Contractor to incur additional cost.

The Clause 16.16.6 is reproduced as under:-

“16.16.6 The authority competent to technically sanction the estimate shall have the power to grant EOT. However, to check disproportionate EOTs and to ensure uniformity in approach, the Principal, A.I. Jat H.M. College, Rohtak shall issue instructions in this regard from time to time.”

27.2 The Principal, A.I. Jat H.M. College, Rohtak with the approval of the authority competent to grant time extension as per PWD Code Clause 16.16.6 through employer shall decide whether and by how much to extend the Intended Completion date within 56 days of the Contractor asking the Principal, A.I. Jat H.M. College, Rohtak for a decision upon the effect of a compensation event or variation and submitting full supporting information. If the Contractor has failed to give early warning to delay or has failed to cooperate in dealing with a delay, the delay by the failure shall not be considered in accessing the new Intended Completion Date.

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

28. Delays Ordered by the Principal, A.I. Jat H.M. College, Rohtak

28.1 The Principal, A.I. Jat H.M. College, Rohtak may instruct the Contractor to delay the start or progress of any activity within the Works. Delay/delays totaling more than 30 days will require prior written approval of the Employer.

29. Management Meetings

29.1 The Principal, A.I. Jat H.M. College, Rohtak may require the Contractor to attend a management meeting. The business of a management meeting shall be to review the plans for the Works.

29.2 The Principal, A.I. Jat H.M. College, Rohtak shall record the business of management meetings and provide copies of the record to those attending the meeting. The responsibility of the parties for actions to be taken shall be decided by the Principal, A.I. Jat H.M. College, Rohtak either at the management meeting or after the management meeting and stated in writing to all those who attended the meeting.

C. Quality Control

30. Identifying Defects

30.1 The Principal, A.I. Jat H.M. College, Rohtak shall check the Contractor's work and notify the Contractor of any Defects that are found. Such checking shall not affect the Contractor's responsibilities. The Principal, A.I. Jat H.M. College, Rohtak may instruct the Contractor to search for a Defect and to uncover and test any work that the Principal, A.I. Jat H.M. College, Rohtak considers may have a Defect.

31. Tests

31.1 For carrying out mandatory tests as prescribed in the specifications, the Contractor shall establish field laboratory at the location decided by Principal, A.I. Jat H.M. College, Rohtak. The field laboratory will have minimum equipments as specified in the Contract Data. The Contractor shall be solely responsible for :

- (a) Carrying out the mandatory tests prescribed in the relevant Specifications, and
- (b) For the correctness of the test results, whether performed in his laboratory or elsewhere.

If the Principal, A.I. Jat H.M. College, Rohtak instructs the Contractor to carry out a test not specified in the Specifications to check whether any work has a Defect and the test shows that it does, the Contractor shall pay for the test and any samples.

32. Correction of Defects noticed during the Defects Liability-cum-Maintenance Period. **Period as defined in Contract Data.**

32.1 The Principal, A.I. Jat H.M. College, Rohtak shall give notice to the Contractor of any Defects before the end of the Defect Liability-cum-Maintenance Period, which begins from the Completion Date. The Defect Liability-cum-Maintenance Period shall be extended for as long as the Defects remain to be corrected.

32.2 Every time notice of Defect/Defects is given, the Contractor shall correct the notified Defect/Defects within the duration of time specified by the Principal, A.I. Jat H.M. College, Rohtak's notice.

32.3 To fulfill the objectives laid down, the Contractor shall undertake detailed inspection of the work at least once in a month. The Principal, A.I. Jat H.M. College, Rohtak can increase this frequency in case of emergency. The Contractor shall forward to the Principal, A.I. Jat H.M. College, Rohtak, the record of inspection and rectification each month. For Road works the Contractor shall pay particular attention on those road sections which are likely to be damaged or inundated during rainy season.

32.4 The Principal, A.I. Jat H.M. College, Rohtak may issue notice to the Contractor to carry out maintenance of defects, if any, noticed in his inspection, or brought to his notice. The Contractor shall remove the defects within the period specified in the notice and submit to the Principal, A.I. Jat H.M. College, Rohtak a compliance report.

33. Uncorrected Defects

33.1 If the Contractor has not corrected a Defect within the time specified in the 'Principal, A.I. Jat H.M. College, Rohtak's notice, the 'Principal, A.I. Jat H.M. College, Rohtak' will assess the cost of having the Defect corrected, and the Contractor will pay double of this amount.

33.2 If the contractor fails to pay the amount as intimated by the 'Principal, A.I. Jat H.M. College, Rohtak' to the contractor as per clause 33.1 the same shall be recovered from the running bill or the security amount and if it is more than the security amount then the same shall be recovered from the performance security.

D. Cost Control

34. Bill of Quantities

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

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

36. Variations

36.1 The Principal, A.I. Jat H.M. College, Rohtak shall, having regard to the scope of the Works and the sanctioned estimated cost, have power to order, in writing, Variations within the scope of the Works, he considers necessary during the progress of the Works. Such Variations shall form part of the Contract and the Contractor shall carry them out and include them in updated Programmes produced by the Contractor. Oral orders of the Principal, A.I. Jat H.M. College, Rohtak for Variations, unless followed by written confirmation, shall not be taken into account.

37. Payments for Variations

37.1 If the final quantity of the work done exceeds from the quantity in the Bill of Quantities for the particular item by more than 25 per cent provided the change exceeds 1% of initial Contract Price, the 'Principal, A.I. Jat H.M. College, Rohtak' with the approval of the Competent Authority and shall adjust the rate to allow for the change, duly considering:

- (a) justification for rate adjustment as furnished by the Contractor,
- (b) economies resulting from increase in quantities by way of reduced plant, equipment and overhead costs.
- (c) Entitlement of the Contractor to compensation events where such events are caused by any additional work.

37.2 If requested by the 'Principal, A.I. Jat H.M. College, Rohtak' / Employer, the Contractor shall provide the 'Principal, A.I. Jat H.M. College, Rohtak' / Employer with a detailed cost breakdown of any rate in the Bill of Quantities.

38. Cash Flow Forecasts

38.1 When the Programme is updated, the Contractor shall provide the Principal, A.I. Jat H.M. College, Rohtak with an updated cash flow forecast.

39. Payment Certificates

39.1 The Contractor shall submit to the 'Principal, A.I. Jat H.M. College, Rohtak' monthly statements of the estimated value of the work completed less the cumulative amount certified previously by 1st week of the month. In case contractor does not submit his bill by 1st week of the month, 'Principal, A.I. Jat H.M. College, Rohtak' shall get the monthly statement of the estimated value of work completed less cumulative amount prepared by the end of third week of the month. This procedure will be followed even if no work is carried out at the site of work.

39.2. Deleted.

39.3 Deleted.

39.4 Deleted.

40. Payments

40.1 Payments shall be adjusted for deductions for advance payments, security deposit/retention, other recoveries in terms of the contract and taxes at source, as applicable under the law.

41. Managing Committee may appoint another authority, as specified in the Contract Data (or any other competent person appointed by Managing Committee and notified to the Contractor) to make payment certified by the Principal, A.I. Jat H.M. College, Rohtak.

42. Items of the Works for which no rate or price has been entered in the Bill of Quantities, will not be paid for by Managing Committee and shall be deemed covered by other rates and prices in the Contract.

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

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

44. Compensation Events

44.1 The following are Compensation Events unless they are caused by the Contractor:

- (a) Managing Committee does not give access to 80% of the area of project Site by the Site Possession Date stated in the Contract Data.
- (b) Managing Committee modifies the schedule of other contractors in a way which affects the work of the contractor under the contract.
- (c) The Principal, A.I. Jat H.M. College, Rohtak orders a delay or does not issue drawings, specifications or instructions required for execution of works on time.
- (d) The Principal, A.I. Jat H.M. College, Rohtak instructs the Contractor to uncover or to carry out additional tests upon work which is then found to have no Defects.
- (e) The Principal, A.I. Jat H.M. College, Rohtak does not approve of a subcontract to be let, within 30 days.
- (f) Ground conditions are substantially more adverse than could reasonably have been assumed before issuance of Letter of Acceptance from the information issued to Bidders (including the Site Investigation Reports), from information available publicly and from a visual inspection of the site.
- (g) The Principal, A.I. Jat H.M. College, Rohtak gives an instruction for dealing with an unforeseen condition, caused by the Employer, or additional work required for safety or other reasons.

- (h) Other contractors, public authorities, utilities or Managing Committee does not work within the dates and other constraints stated in the Contract, and they cause delay or extra cost to the Contractor.
- (i) The advance payment is delayed, beyond 28 days after receipt of application and bank guarantee.
- (j) The effect on the Contractor of any of the Employer's Risks.
- (k) The Principal, A.I. Jat H.M. College, Rohtak unreasonably delays issuing a Certificate of Completion.
- (l) Other Compensation Events listed in the Contract Data or mentioned in the Contract.

44.2 In case of works of Irrigation Water Resources Department, no compensation would be payable due to non availability of closure of a canal. If the closure is not made available within the Intended Completion Date, the Contractor will have the option to complete the works, with the permission of Competent Authority, in the extended period."

44.3 If a Compensation Event would prevent the Works being completed before the Intended Completion Date, the Intended Completion Date shall be extended. The Principal, A.I. Jat H.M. College, Rohtak shall recommend to Managing Committee whether and by how much the Intended Completion Date shall be extended. Final approval shall rest with the Employer.

45. Tax

The Price Bid by the Contractor shall include all custom duties, import duties, levies, business taxes, income, toll and other taxes, duties etc. of local bodies and authorities as applicable that may be levied in accordance to the laws and regulations in being as on the closing date for submission of Bid in the country of Employer on the Contractor's Equipment, Plant, materials and supplies (permanent, temporary and consumables) acquired for the purpose of Contract and on the services performed under the Contract excluding GST . Nothing in this Contract shall relieve the Contractor from the responsibility to pay the taxes and duties that may be levied in the Employer's country on profits made by him in respect of the Contract. The GST amount shall be reimbursed on production of proof of deposit of GST with Govt. for the previous payment.

45.1 Subsequent Legislation

If, after the closing date for submission of Bid there occur changes to any National or State Statue, Ordinance, Decree or other Law or any regulation or bye-law of any local or other duly constituted authority, or the introduction of any such State Statue, Ordinance, Decree, Law, regulation or bye-law which causes additional or reduced cost to the Contractor in the execution of the Contract, such additional or reduced cost shall, after due consultation with Managing Committee and the Contractor, be determined by the Construction Manager and shall be added to or deducted from the Contract Price and the Construction Manager shall notify the Contractor accordingly, after taking approval from the Competent Authority, with a copy to the Employer.

45.2 Other Changes in Cost

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

46 Currencies

46.1 All payments will be made in Indian Rupees.

47. Price Adjustment

47.1 Contract price shall be adjusted for increase or decrease in rates with the principles and procedures and as per formula given in the contract data. The rate of cement/steel issued under the authority of Principal, A.I. Jat H.M. College, Rohtak concerned on the date of receipt of tender shall be considered as base rate.

47.2 To the extent that full compensation for any rise or fall in costs to the contractor is not covered by the provision of this or other clauses in the contract. If during the execution of work, the rates of cement and steel increases/decreases then the difference in cost shall be paid/recouped from the contractor as per variation clauses provided elsewhere in this contract. If the actual difference in cost as determined by the above mentioned variation formula does not match the actual hundred percent increase/decrease in cost, then the actual difference in cost will be determined directly by calculating the difference of rates provided in the latest vouchers for purchase of cement and steel and the basic rates of cement and steel as provided in the contract by the authority and shall be payable/deductible from the contractor as in case of bitumen in road works. The payment of difference in cost shall further subject to the conditions as mentioned below.

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

48. Retention Money

Managing Committee shall retain is sum of 10% (ten percent) from each payment/bill.

On completion of the whole of the Works, half the total amount retained will be repaid to the Contractor and half when the Defect Liability-cum-Maintenance Period has passed and the Principal, A.I. Jat H.M. College, Rohtak has certified that all Defects notified by the Principal, A.I. Jat H.M. College, Rohtak to the Contractor before the end of this period have been corrected.

On completion of the whole works, the contractor may substitute retention money with an “on demand” Bank guarantee/FDR.

49. Liquidated Damages

49.1 In the event of failure on part of the Contractor to achieve timely completion of the project, including any extension of time granted under Clause 27, he shall, without prejudice to any other right or remedy available under the law to Managing Committee on account of such breach, pay as agreed liquidated damages to Managing Committee and not by way of penalty in a sum calculated at the rate per day or part thereof as stated in the Contract Data. For the period that the Completion Date is later than the Intended Completion Date, liquidated damages at the same rate shall be withheld if the Contractors fails to achieve the milestones prescribed in the Contract Data. However, in case the Contractor achieved the next milestone, the amount of the liquidated damages already withheld shall be restored to the Contractor by adjustment in the payment certificate. Both the Parties expressly agree that the total amount of liquidated damages shall not exceed 10% (ten percent) of the value of the balance work (amount of uncompleted work) on the date on which liquidated damages have become due. The liquidated damages payable by the Contractor are mutually agreed genuine pre-estimated loss and without any proof of actual damage likely to be suffered and incurred by the Employer; and Managing Committee is entitled to receive the same and are not by way of penalty.

Managing Committee may, without prejudice to any other method of recovery, deduct the amount of such damages from any sum due, or to become due to the Contractor or from Performance Security or any other dues from Government or semi Government bodies within the state.

The payment or deduction of such damages shall not relieve the Contractor from his obligations to complete the Works, or from any other of his duties, obligations or responsibilities under the Contract.

The Contractor shall use and continue to use his best endeavour to avoid or reduce further delay to the Works, or any relevant Stages.

49.2 The Employer, with the approval of the competent authority, based on the justified reasons, can extend the intended completion date. The liquidated damages can be deferred/reduced/waived (whole or part) by the Principal, A.I. Jat H.M. College, Rohtak. This will be done on the written request of the contractor. If the Intended Completion Date is extended after liquidated damages have been paid, the Principal, A.I. Jat H.M. College, Rohtak shall correct any such payment of liquidated damages by the Contractor

49.3 It is agreed by the Contractor that the decision of Managing Committee as to the liquidated damages payable by the Contractor under this Clause shall be final and binding.

50. Advance Payment

50.1. Managing Committee shall make advance payment to the Contractor of the amounts stated in the Contract Data by the date stated in the Contract Data, against provision by the Contractor of an Unconditional Bank Guarantee in a form as per Section-7 and by a bank acceptable to Managing Committee in amounts and currencies equal to the advance payment. The guarantee shall remain effective until the advance payment has been repaid, but the amount of the guarantee shall be progressively reduced by the amounts repaid by the Contractor. Interest will be charged on the advance payment as specified in the contract data.

50.2. The Contractor is to use the advance payment only to pay for Equipment, Plant and Mobilization expenses required specifically for execution of the Works. The Contractor shall demonstrate that advance payment has been used in this way by supplying copies of invoices or other documents to the 'Principal, A.I. Jat H.M. College, Rohtak'.

50.3. The advance payment shall be repaid by deducting proportionate amounts from payments otherwise due to the Contractor. Following the schedule of completed percentages of the Works on a payment basis. No account shall be taken of the advance payment or its repayment is assessing valuations of work done, Variations, price adjustments, Compensation Events, or Liquidated Damages.

50.4. Secured Advance

The 'Principal, A.I. Jat H.M. College, Rohtak' shall make advance payment in respect of materials intended for but not yet incorporated in the Works in accordance with conditions stipulated in the Contract Data.

51 Securities (Deleted)

52. Cost of Repairs

52.1 Loss or damage to the Works or Materials to be incorporated in the Works between the Start Date and the end of the **Defect Liability-cum-Maintenance Period** shall be remedied by the Contractor at his cost if the loss or damage arises from the Contractor's acts or omissions.

E. Finishing the Contract

53. Completion of Construction and Maintenance

53.1 The Contractor shall request the Principal, A.I. Jat H.M. College, Rohtak to issue a Certificate of Completion of the works and the Principal, A.I. Jat H.M. College, Rohtak will do so upon deciding that the Work is completed, within 21 days of the receipt of request or within a reasonable period as per nature of the work.

54. Taking Over

54.1 Managing Committee shall take over the Works within seven days of the Principal, A.I. Jat H.M. College, Rohtak's issuing a certificate of Completion of Works. The Contractor shall continue to remain responsible for its **Defect Liability-cum-Maintenance period during the Defect Liability-cum-Maintenance Period.**

54.2 Managing Committee shall take over the maintained work within seven days of the Principal, A.I. Jat H.M. College, Rohtak issuing a certificate of clearance of **Defect Liability-cum-Maintenance Period.**

55. Substantial completion

55.1 The Principal, A.I. Jat H.M. College, Rohtak shall issue a substantial completion certificate if so requested by the contractor if the work is atleast 95% complete and the work has been executed to such an extent that it can be gainfully utilized by Managing Committee and remaining work is minor in nature not affecting gainful use of the work.

56. Defect Liability-cum-Maintenance period

56.1 The Defect Liability-cum-Maintenance period shall be as defined in the Contract Data and Special Condition of Contract.

57. Final Account

57.1. The Contractor shall supply to the 'Principal, A.I. Jat H.M. College, Rohtak' a detailed account of the total amount that the Contractor considers payable under the Contract before the end of the Defects Liability Period. The 'Principal, A.I. Jat H.M. College, Rohtak' shall issue a Defect Liability Certificate and certify any final payment that is due to the Contractor within 56 days of receiving the Contractor's account if it is correct and complete. If it is not, 'Principal, A.I. Jat H.M. College, Rohtak' shall issue within 56 days a schedule that states the scope of the corrections or additions that are necessary. If the Final Account is still unsatisfactory after it has been resubmitted, the Principal, A.I. Jat H.M. College, Rohtak shall decide on the amount payable to the Contractor and issue a payment certificate, within 56 days of receiving the Contractor's revised account.

57.2 The contractor will submit the final bill of construction within 21 days of issue of Completion Certificate. The Principal, A.I. Jat H.M. College, Rohtak will process and pass the final bill within 21 days of the submission of final bill by the contractor.

58. Operating and Maintenance Manuals

58.1 The Contractor shall submit "as built" drawings for the work by the dates given in the contract data. If "as built" Drawings and/or operating and maintenance manuals are required, the Contractor shall supply them by the dates stated in the Contract Data.

58.2 If the Contractor does not supply the Drawings and/or manuals by the dates stated in the Contract Data, or they do not receive the Principal, A.I. Jat H.M. College, Rohtak's approval, the Principal, A.I. Jat H.M. College, Rohtak shall withhold the amount stated in the Contract Data from payments due to the Contractor.

59. Termination

59.1 Managing Committee or the Contractor may terminate the Contract if the other party causes a fundamental breach of the Contract.

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

- (a) the Contractor stops work for 28 days continuously when no stoppage of work is shown on the current Programme and the stoppage has not been authorized by the Principal, A.I. Jat H.M. College, Rohtak;
- (b) the 'Principal, A.I. Jat H.M. College, Rohtak' instructs the Contractor to delay the progress of the Works and the instruction is not withdrawn within 56 days the Contractor is declared as bankrupt or goes into liquidation other than for approved reconstruction or amalgamation;
- (c) the Principal, A.I. Jat H.M. College, Rohtak gives Notice that failure to correct a particular Defect whether pertaining to construction work or pertaining to **Defect Liability-cum-Maintenance Period** is a fundamental breach of the Contract and the Contractor fails to correct it within a reasonable period of time determined by the Principal, A.I. Jat H.M. College, Rohtak;
- (d) the Contractor does not maintain a Security, which is required;
- (e) the Contractor has delayed the completion of the Works by the number of days for which the maximum amount of liquidated damages can be paid, as defined in clause 44.1;
- (f) the Contractor fails to provide insurance cover as required under clause 13;
- (g) if the Contractor, in the judgment of the Employer, has engaged in the corrupt, fraudulent or coercive practice in competing for or in executing the Contract. For the purpose of this clause, "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in Contract execution. "Fraudulent Practice" means a willful misrepresentation or omission of facts or submission of fake/forged documents in order to induce public official to act in reliance thereof, with the purpose of obtaining unjust advantage by or causing damage to justified interest of others and/or to influence the procurement process to the detriment of the Government interests. And, this includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid process at artificial non-competitive levels and to deprive Managing Committee of the benefits of free and open competition. "Coercive practice" means the act of obtaining something, compelling an action or influencing a decision through intimidation, threat or the use of force directly or indirectly, where potential or actual injury may befall upon a person, his/ her reputation or property to influence their participation in the tendering process.
- (h) if the Contractor, in the judgment of the Employer, has engaged in the corrupt, fraudulent practice to extract undue payments from the department while executing the

Contract. For the purpose of this clause, “corrupt practice” means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in Contract execution. “Fraudulent Practice” means a willful misrepresentation or omission of facts or submission of fake/forged documents / claims / bills in order to induce public official to act in reliance thereof, with the purpose of obtaining unjust advantage detriment of the Management interests.

- (i) any other fundamental breaches as specified in the Contract Data.
- (j) Non employment of key personal and the required construction machinery.

59.3 When either party to the Contract gives notice of a breach of contract to the ‘Principal, A.I. Jat H.M. College, Rohtak’ for a cause other than those listed under Sub Clause 59.2 above, the ‘Principal, A.I. Jat H.M. College, Rohtak’ shall decide whether the breach is fundamental or not

59.4 Notwithstanding the above, Managing Committee may terminate the Contract for convenience.

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

60. Payment upon Termination

60.1 (i) If the Contract is terminated because of a fundamental breach of Contract by the Contractor, the Principal, A.I. Jat H.M. College, Rohtak shall issue a certificate for the value of the work done, less liquidated damages, less advance payments received up to the date of the issue of the certificate and less the percentage to apply to the value of the work not completed, as indicated in the Contract Data. If the total amount due to Managing Committee exceeds any payment due to the Contractor, the difference shall be recovered from the Retention Money and Performance Security. If any amount is still left un- recovered it will be a debt payable to Managing Committee from any other due payments to the contractor for any other works executed by him in the State of Haryana, any other state Govt. works, Central Govt. works including state public sector works executed by the Contractor.

(ii) If the Contract is terminated because of a fundamental breach of contract by the Contractor due to non compliance of the requirements of clause 32 of GCC regarding Defect Liability-cum- Maintenance Period, the Principal, A.I. Jat H.M. College, Rohtak will assess the cost of having the defect corrected. If the total amount due to Managing Committee exceeds any payment due to the Contractor, the difference shall be recovered from the Security Deposit and Performance Security. If any amount is still left un- recovered, it will be recovered from any dues payable to the Contractor from any other State Government works including State Public Sector works executed by the Contractor. If any amount still remains unrecovered, it shall be recovered as arrears of land revenue.

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

61. Property

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

62. Release from Performance

62.1 If the Contract is frustrated by the outbreak of war or by any other event entirely outside the control of Managing Committee or the Contractor, the Principal, A.I. Jat H.M. College, Rohtak shall certify that the Contract has been frustrated. The Contractor shall make the Site safe and stop work as quickly as possible after receiving this certificate and shall be paid for all work carried out before receiving it and for any work carried out afterwards to which a commitment was made.

62.2 If a Contractor dies during the currency of the Contract or becomes permanently incapacitated, and his/her legal heirs are not willing to complete the Contract, the Contract shall be closed without levying any damages/compensation as provided for in clauses 44 and 60 of GCC.

However, if the nominee expresses his/her intention to complete the balance work and the competent authority is satisfied about the competence of the nominee, then the competent authority shall enter into a fresh agreement for the remaining work strictly on the same terms and conditions, under which the Contract was initially awarded.

Part-II Special Conditions of Contract

1. LABOUR:

1.1 Every Contractor shall:-

- (i) In relation to an establishment to which this Act applies on its commencement, within a period of 60 days from such commencement, and
- (ii) In relation to any other establishment to which this Act may be applicable at any time after such commencement, within a period of 60 days from the date on which this Act becomes applicable to such establishment, make an application to the registering officer for the registration of establishment.

Further, the first running bill of the contractor shall be cleared only after the receipt of registration certificate under the Building & Other Construction Workers Welfare (RE&CS) Act, 1996 and registration of all the eligible construction workers as a beneficiary of the Haryana Building & Other Construction Worker Welfare Board.

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

1.3 The Contractor shall, if required by the 'Principal, A.I. Jat H.M. College, Rohtak's', deliver to the 'Principal, A.I. Jat H.M. College, Rohtak' a return in detail, in such form and at such intervals as the 'Principal, A.I. Jat H.M. College, Rohtak' may prescribe, showing the staff and the numbers of the several classes of labour from time to time employed by the Contractor on the Site and such other information as the 'Principal, A.I. Jat H.M. College, Rohtak' may require.

2. COMPLIANCE WITH LABOUR REGULATIONS :

During continuance of the contract, the Contractor shall abide at all times by all existing labour enactments and rules made thereunder, regulations, notifications and bye laws of the State or Central Government or local authority and any other labour law (including rules), regulations, bye laws that may be passed or notification that may be issued under any labour law in future either by the State or the Central Government or the local authority. Salient features of some of the major labour laws that are applicable to construction industry are given below. The Contractor shall keep Managing Committee indemnified in case any action is taken against Managing Committee by the competent authority on account of contravention of any of the provisions of any Act or rules made thereunder, regulations or notifications including amendments. If Managing Committee 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 'Principal, A.I. Jat H.M. College, Rohtak's' /Employer shall have the right to deduct any money due to the Contractor including his amount of performance security. The Employer/'Principal, A.I. Jat H.M. College, Rohtak' 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 Employer.

The employees of the Contractor in no case shall be treated as the employees of Managing Committee at any point of time.

2.1. Registration of Establishment:-

(1) Every employer shall –

- (a) in relation to an establishment to which this Act applies on its commencement, within a period of sixty days from such commencement; and
- (b) in relation to any other establishment to which this Act may be applicable at any time after such commencement, within a period of sixty days from the date on which this Act becomes applicable to such establishment, make an application to the registering officer for the registration of such establishment;

Provided that the registering officer may entertain any such application after the expiry of the periods aforesaid, if he is satisfied that the applicant was prevented by sufficient cause from making the application within such period.

- (2) Every application under sub-section (1) shall be in such form and shall contain such particulars and shall be accompanied by such fees as may be prescribed.
- (3) After the receipt of an application under sub-section (1), the registering officer shall register the establishment and issue a certificate of registration to Managing Committee thereof in such form and within such time and subject to such conditions as may be prescribed.
- (4) Where, after the registration of an establishment under this section, any change occurs in the ownership or management or other prescribed particulars intimated by Managing Committee to the registering officer within thirty days of such change in such form as may be prescribed”.

In case of work executed through the contractor, it is the responsibility of the contractor to get the works registered as employers as per section 2(i) of the BOCW Act. In case of works executed directly through the department, the department is liable to get the works registered.

a) Every Contractor shall:-

- (i) In relation to an establishment to which this Act applies on its commencement, within a period of 60 days from such commencements; and
- (ii) In relation to any other establishment to which this Act may be applicable at any time after such commencement, within a period of 60 days from the date on which this Act becomes applicable to such establishment, make an application to the registering officer for the registration of establishment.

It is mandatory to strictly compliance of BOCW Act and registration of all eligible construction labour. Otherwise it will attract criminal proceedings against the contractual agency and employer for non-compliance of Building & Other Construction Workers Welfare (RE&CS) Act, 1996 and registration of all the eligible construction workers as a beneficiary of the Haryana Building & Other Construction Worker Board.

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

- a) Workman Compensation Act 1923:- The Act provides for compensation in case of injury by accident arising out of and during the course of employment.
- b) Payment of Gratuity Act 1972:- Gratuity is payable to an employee under the Act on satisfaction of certain conditions on separation if an employee has completed 5 years service or more on death, the rate of 15 days wages for every completed year of service. The Act is applicable to all establishments employing 10 or more employees.
- c) Employee P.F. and Miscellaneous Provision Act 1952:- The Act Provides for monthly contributions by Managing Committee plus workers @10% each. The benefits payable under the Act are:
 - (i) Pension or family pension on retirement or death, as the case may be.
 - (ii) Deposit insurance linked with death of the worker during Employment.
 - (iii) Payment of P.F. accumulation or retirement/death etc.
- d) Maternity Benefit Act 1951:- The Act provides for leave and some other benefits to women employees in case of confinement or miscarriage etc.
- (e) Contract Labour (Regulation & Abolition) Act 1970:- The Act provides for certain welfare measures to be provided by the Contractor to contract labour and in case the Contractor fails to provide, the same are required to be provided by the Principal Employer by Law. The Principal Employer is required to take Certificate of Registration and the Contractor is required to take licence from the designated Officer. The Act is applicable to the establishments or Contractor of Principal Employer, if they employ 20 or more contract labour.
- (f) Minimum Wages Act 1948:- Managing Committee is supposed to pay not less than the Minimum Wages fixed by appropriate Government as per provisions of the Act, if the employment is a scheduled employment. Construction of Buildings, Roads, Runways are scheduled employments.
- (g) Payment of Wages Act 1936:- It lays down as to by what date the wages are to be paid, when it will be paid and what deductions can be made from the wages of the workers.
- (h) Equal Remuneration Act 1979:- The Act provides for payment of equal wages for work of equal nature to Male and Female workers and for not making discrimination against Female employees in the matters of transfers, training and promotions etc.
- (i) Deleted
- (j) Industrial Disputes Act 1947:- The Act lays down the machinery and procedure for resolution of Industrial disputes, in what situations a strike or lock-out becomes illegal and what are the requirements for laying off or retrenching the employees or closing down the establishment.
- (k) Industrial Employment (Standing Orders) Act 1946:- It is applicable to all establishments employing 100 or more workmen (employment size reduced by some of the States and Central Government to 50). The Act provides for laying down rules governing the conditions of employment by Managing Committee on matters provided in the Act and get the same certified by the designated Authority.

- (l) Trade Unions Act 1926:- The Act lays down the procedure for registration of trade unions of workmen and employers. The Trade Unions registered under the Act have been given certain immunities from civil and criminal liabilities.
- (m) Child Labour (Prohibition & Regulation) Act 1986:- The Act prohibits employment of children below 14 years of age in certain occupations and processes and provides for regulation of employment of children in all other occupations and processes. Employment of Child Labour is prohibited in Building and Construction Industry.
- (n) Inter-State-Migrant workmen's (Regulation of Employment & Conditions of Service) Act 1979:- The Act is applicable to an establishment which employs 5 or more inter-state migrant workmen through an intermediary (who has recruited workmen in one state for employment in the establishment situated in another state). The Inter-State migrant workmen, in an establishment to which this Act becomes applicable, are required to be provided certain facilities such as housing, medical aid, traveling expenses from home upto the establishment and back, etc.
- (o) The Building and Other Construction Workers (Regulation of Employment and Conditions of Service) Act 1996 and the Cess Act of 1996:- All the establishment who carry on any building or other construction work and employs 10 or more workers are covered under this Act. All such establishments are required to pay cess at the rate not exceeding 2% of the cost of construction as may be modified by the Government. Managing Committee of the establishment is required to provide safety measures at the Building or construction work and other welfare measures, such as Canteens, First-Aid facilities, Ambulance, Housing accommodations for workers near the work place etc. Managing Committee to whom the Act applies has to obtain a registration certificate from the Registering Officer appointed by the Government.
- (p) Factories Act 1948:- The Act lays down the procedure for approval of plans before setting up a factory, health and safety provisions, welfare provisions, working hours, annual earned leave and rendering information regarding accidents or dangerous occurrences to designated authorities. It is applicable to premises employing 10 persons or more with aid of power or 20 or more persons without the aid of power engaged in manufacturing process.

2.3 FAIR WAGE CLAUSES

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

EXPLANATION:- Fair Wage' means wage whether for time of piece work notified from time to time for the area and where such wages have not been so notified the wages specified by the Public Works Department for the district in which the work is done.

- (b) The Contractor shall notwithstanding the provisions of any agreement to the contrary, caused to be paid fair wages to labour, indirectly engaged on the work including any labour engaged in connection with the said work, as if the labourers had been directly employed by him.
- (c) In respect of labour directly or indirectly employed on the works for the performances of the contractor's part on this agreement the contractor shall comply with or cause to be complied with the Public Works Department Contractor's Labour's Regulations made by the Government from time to

time in regard to payment of wages wage period deductions from wages recovery of wages not paid and deductions unauthorized made maintenance of wage register wage book, wage slip, publication of wages and other terms of employment inspection and submission of periodical returns and all other matters of a lime nature.

- (d) The Principal, A.I. Jat H.M. College, Rohtak concerned shall have the rights to deduct, from the moneys due to the Contractor, any sum required or estimated to be required for making good the loss suffered by a worker or workers by reason of non-fulfillment of the conditions of the contract for benefit of the workers, non payment of wages or deductions made from his or their wages, which are not justified by terms of the contract for non observance of the regulations referred to in clause I above.
- (e) Vis-à-vis the Haryana Government, the Contractor shall be primarily liable for all payments to be made under and the observance of the regulations aforesaid without prejudice to his right to claim indemnity from his sub Contractors.
- (f) The regulations shall be deemed to be a part of this contract and any branch there shall be deemed to be branch of this contract.

2.4 RULES FOR PROTECTION OF HEALTH & SANITARY ARRANGEMENTS

2.4.1 Rules for the Protection of Health and Sanitary Arrangements for Workers Employed by the Public Works Department or its Contractors

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

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

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

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

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

(iii) Conditions for the grant of Maternity leave:- No Maternity leave benefit shall be admissible to a woman unless she produces a certificate of confinement and excepted delivery within 4 weeks proceeding the date on she proceeds on leave.

3. FIRST AID (a) At every work place, there shall be maintained in readily accessible place first aid appliances including an adequate supply of sterilized dressing and cotton wools. The appliances shall be kept in good order and in large workplaces it shall be placed under the charge of a responsible person who shall be readily available during the working hours.

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

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

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

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

2.4.2 Scales of accommodation in Latrines Urinals

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

No. of Sheds

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

In particulars cases the Principal, A.I. Jat H.M. College, Rohtak shall have the powers to very the scale where necessary.

2.4.3 Latrines and Urinals for women

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

2.4.4 Latrines and Urinal

Except in work places provided with flush latrines concerned with a water borne sewerages

systems all latrines shall be provided with receptacles order earth system which shall be in working order and kept in strictly sanitary conditions. The receptacles shall be tarried inside and outside at least once a year.

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

2.4.5 Disposal of Excreta

Unless otherwise aggranged for by the local sanitary authority arrangements for proper disposal and a sanitary of excreta by incineration at the work place shall be made by means of a suitable incineration approved by the Principal, A.I. Jat H.M. College, Rohtak, as the case may be, in whose jurisdiction the work place is situated. Alternately excreta may be disposed of by putting a layer of night soil at the bottom of pucca tank prepared for the purpose and covering it with 9 inches layers of earth for a fortnight when it will turn into a manure.

2.4.6 CRECHE:

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

2.4.7 PROVISION OR SHELTER DURING REST:

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

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

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

2.4.8 CANTEEN:

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

2.4.9 GENERAL RULES AS TO SCAFFOLDS :

- (i) Suitable scaffolds shall be provided for all workmen for all works that cannot be safely done from a ladder or by other means.
- (ii) A scaffolds shall not be constructed taken down or substantially altered except.
- (iii) Under the supervision of a competent and responsible person, and

- (a) As far as possible by competent workers possessing adequate experience in this kind of work.
- (b) All scaffolds and appliances connected there with and ladder shall :-
 - 1. be of sound material.
 - 2. be of adequate strength having regard to the load and strains to which they will be subjected and
 - 3. be maintained in proper condition.
 - 4. scaffolds shall not be overloaded and so far as practicable, the load shall be evenly distributed.
 - 5. scaffolds shall be so constructed that no part there of can be displaced in on normal use.
 - 6. Before installing, lifting gear on scaffolds special precautions shall be taken to ensure the strength and stability of the scaffolds.
 - 7. scaffolds shall be periodically inspected by the competent person.
 - 8. before allowing a scaffold to be used by the workman, every care shall be taken to see whether the scaffolds have been erected by his workmen and steps taken to ensure that it complies fully with the requirement of the articles.
 - 9. Working platforms gangways and stairways shall.
 - (a) be so constructed that no part of the road is covered.
 - (b) Be so constructed and maintained, having regard to the prevailing condition as to reduce as far as practicable.
 - (c) Be kept free from any unnecessary obstruction.
 - (d) In case of working platforms gangways place and stairways at a height exceeding that to be prescribed by a national laws and regulations :-
 - (i) Every working platform and every gangway shall be closely boarded unless other adequate measures are taken to ensure safety.
 - (ii) Every working platform and every gangway shall have adequate width, and; Every opening in the floor of a building or in working platforms shall except for the time and to the extent required to allow the access of persons or the transport or shifting of material be provided with suitable means to prevent the fall of persons or materials.

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

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

- 1. Soft means of access shall be provided to all working platforms and other working

places.

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

2.4.10 GENERAL RULES AS TO SAFETY EQUIPMENT AND FIRST AID

- (1) All necessary personal safety equipment shall be kept and available for use of the persons employed on the site be maintained in condition suitable for immediate use.
- (2) The worker shall be required to use the equipment thus provided and the employed shall take adequate steps to ensure proper use of the equipment by these concerned.
- (3) Adequate provision shall be made for prompt first aid treatment of all injuries likely to be sustained during the course of the work.

3.0 Environment

- a) The contractor shall take all reasonable steps to protect the environment at and off the Site and to avoid damage or nuisance to persons or to property of the public or others resulting from pollution, noise or other causes arising as a consequence of his methods of operation.
- b) During continuance of the contract, the contractor shall abide at all times by all existing enactments on environmental protection and rules made there under, regulations, notifications and by laws of the State or Central Government or local authorities and any other law, bye law, regulations that may be passed for notification that may be issued in this respect in future by the State or Central Government or the local authority.

3.1 Salient features of some of the major laws that are applicable are given below:

- (i) The water (Prevention and Control of Pollution) Act 1974: This provides for the prevention and control of water pollution and the maintaining and restoring of wholesomeness of water. 'Pollution' means such contamination of water or such alternation of physical, chemical or biological properties of water or such discharge of any sewage or trade effluent or of any other liquid, gaseous or solid substance into water (whether directly or indirectly) as may, or is likely to, create a nuisance or render such water harmful or injurious to public health or safety, or to domestic, commercial, industrial, agricultural or other legitimate uses, or to the life and health of animals or plants or of aquatic organisms.
- (ii) The Air (Prevention and Control of Pollution) Act 1981: This provides for prevention, control and abatement of air pollution. 'Air Pollution' means the presence in the atmosphere of any 'air pollutant', which means any solid, liquid, or gaseous substance (including noise) present in the atmosphere in such concentration

as may be or tend to be injurious to human beings or other living creatures or plants or property or environment.

- (iii) The Environment (Protection) Act 1986: This provides for the protection and improvement of environment and for matters connected therewith, and the prevention of hazards to human beings, other living creatures, plants and property. 'Environment' includes water, air and land and the interrelationship which exists among and between water, air and land, and human beings, other living creatures, plants, micro-organism and property.
- (iv) The Public Liability Insurance Act 1991: This provides for public liability insurance for the purpose of providing immediate relief to the persons affected by accident occurring while handling hazardous substances and for matters connected herewith or incidental thereto. Hazardous substance means any substance or preparation which is defined as hazardous substance under the Environment (Protection) Act 1986, and exceeding such quantity as may be specified by notification by the Central Government.

4. The Apprentices Act, 1961

4.1 The Contractor shall duly comply with the provisions of the Apprentices Act, 1961 (III of 1961), the rules made there under and the orders that may be issued from time to time under the said Act and the said Rules and on his failure or neglect to do so, he shall be subject to all liabilities and penalties provided by the said Act and said Rules.

5.0 Amendment

The Haryana Government may, from time to time and to amend any of the Labour or Pollution or other regulations, all amendments in any or all Acts shall also be followed.

6.0 Drawings and Photographs of the Works

6.1 The Contractor shall do photography/video photography of the site firstly before the start of the work, secondly mid-way in the execution of different stages of work and lastly after the completion of the work. No separate payment will be made to the Contractor for this.

6.2 The Contractor shall not disclose details of Drawings furnished to him and works on which he is engaged without the prior approval of Managing Committee in writing. No photograph of the works or any part thereof or plant employed thereon, except those permitted under clause 58.1, shall be taken or permitted by the Contractor to be taken by any of his employees without the prior approval of Managing Committee in writing. No photographs/ Video photography shall be published or otherwise circulated without the approval of Managing Committee in writing.

7. The various works shall be done in line to line level and grade. The periodical checking of these by the Principal, A.I. Jat H.M. College, Rohtak or Principal, A.I. Jat H.M. College, Rohtak's representative shall not absolve the Contractor of his responsibility regarding their accuracy. In case of any deviation or discrepancy in line, level or grade at the meeting faces, the Contractor shall make good the discrepancy at his own cost and without any compensation for the additional work, if any involved. The Principal, A.I. Jat H.M. College, Rohtak shall further have right, if need be, to rectify the discrepancies and recover the cost from the Contractor.

8. All materials, before being incorporated in the work, shall be inspected by the Principal, A.I. Jat H.M. College, Rohtak or his representative and, if necessary, tested before use. Any work, on which such materials are used without approval and written permission of the Principal, A.I. Jat H.M. College, Rohtak, is liable to be considered as defective and not acceptable.

- 8.1 The day to day and periodical tests, to be carried out on materials, mixes and placed concrete, etc., shall be specified by the Principal, A.I. Jat H.M. College, Rohtak from time to time and the Contractor shall allow all the facilities and cooperation towards collections of samples etc. All labour for collecting samples for tests will be supplied by the Contractor free of cost to the Principal, A.I. Jat H.M. College, Rohtak. Where testing facility is not available in the field lab, the Principal, A.I. Jat H.M. College, Rohtak-in-Charge will get the test conducted from some approved laboratory and testing and transportation charges shall be borne by the Contractor in all such cases.
- 8.2 An authorized representative of the Contractor shall remain present at the time when the samples are taken and shall authenticate the facts, if so required. If the Contractor's representative fails to be present as aforesaid, the samples or cores, etc. as are taken by the Principal, A.I. Jat H.M. College, Rohtak or his representatives shall be considered to be authentic. The Contractor will however be informed of the details of such samples having been taken.
- 8.3 The materials, mixes and the cores shall be tested day to day and periodically at the laboratory and the results given thereby shall be considered correct and authentic by the Contractor. The Contractor shall be given access to all operations and tests that may be carried out as aforesaid so that he may satisfy himself regarding the procedure and method adopted. It shall then be the Contractor's responsibility to produce the works, materials and finished item to the standards based on the laboratory design and tests.
- 8.4 The methods of sampling, testing, procedures and standards shall be laid down by the Principal, A.I. Jat H.M. College, Rohtak from time to time.
- 8.5 The quality and quantity of material shall be the responsibility of the Contractor, irrespective of the test results being good.
9. Arrangement of water and electric power, etc. required by the Contractor for the work shall be made by him at his own cost. Principal, A.I. Jat H.M. College, Rohtak will, however, recommend to the concerned State Electricity Utilities for providing the connection and power to the Contractor, however, the Principal, A.I. Jat H.M. College, Rohtak will bear no responsibility in this respect.
- 9.1 Contractor shall not be allowed to start the work till Principal, A.I. Jat H.M. College, Rohtak is satisfied with the proper arrangement of good quality water for execution of work including curing for 28 days. For this, the Contractor shall have to construct water storage tanks of sufficient capacity. No extra payment shall be made on this account. Any delay in execution of work due to non-availability of sufficient water will be responsibility of the Contractor. In case water is used from Government source, the contractor has to pay 0.5% of the cost of the part of such work for which the water is used.
- 9.2 The Contractor shall not set fire to any standing jungle, trees, 'bush' wood or grass without a written permission from the Principal, A.I. Jat H.M. College, Rohtak.
- 9.3 When such permission is given and also in all cases when destroying of dug trees, bush wood, grass, etc. by fire the Contractor shall take necessary measures to prevent such fire spreading to or otherwise damaging surrounding property.
- 9.4 Any damage caused by the spreading of such fire, whether in or beyond limits of the Principal, A.I. Jat H.M. College, Rohtak's property shall be made good by the Contractor within a period specified by the Principal, A.I. Jat H.M. College, Rohtak or in default the amount of the damage shall be recovered by the Principal, A.I. Jat H.M. College, Rohtak from the Contractor's bill as damages or deducted by any other duly authorized officer
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from any sums that may be due or become due from Managing Committee to the Contractor under the Contract or otherwise.

- 9.5 The Contractor shall bear the expenses of defending any action of law proceedings that may be brought by any person by injury sustained owing to neglect of precautions to prevent the spread of fire and shall pay any damage, and cost that may be awarded in consequence.
10. The Principal, A.I. Jat H.M. College, Rohtak may order the Contractor to suspend any work that may be subject to damage by climatic conditions and no claim of the Contractor will be entertained by the Principal, A.I. Jat H.M. College, Rohtak on this account.
11. A site order book shall be kept on the site of the work. As far as possible, all orders, regarding the work are to be entered in this Book. All entries therein shall be signed by the Principal, A.I. Jat H.M. College, Rohtak or his authorized representative and the Contractor or his authorized representative. In important cases, the Principal, A.I. Jat H.M. College, Rohtak will countersign the entries which have been made. The site order book shall not be removed from the work site except with the written permission of the Principal, A.I. Jat H.M. College, Rohtak and the Contractor or his representative shall be bound to take note of all instructions and directions meant for the Contractor as entered in the site order book without having to be called on separately to note them. The authorized representative of the Principal, A.I. Jat H.M. College, Rohtak shall submit periodically copies of the remarks in the site order book to the Principal, A.I. Jat H.M. College, Rohtak for record and to the Contractor for submitting compliance report.
12. The Contractor shall confirm to the regulations, safety precautions, bye-laws or any other statutory rules made by any local authority or by the Government and shall protect and indemnify the Principal, A.I. Jat H.M. College, Rohtak against any claims or liability arising from or based on the violations of any such laws, ordinance, regulations, orders and decrees, etc.
13. The Contractor shall make his own arrangement for supply of all materials including cement and steel. The Contractor shall be responsible for all transportation and storage of the materials at site and shall bear all the related costs. The Principal, A.I. Jat H.M. College, Rohtak shall be entitled, at any time, to inspect or examine all such materials. The Contractor shall provide reasonable assistance for inspection or examination as may be required.
- 13.1 The Contractor shall keep an accurate record for use of materials like cement and steel used in the works in a manner prescribed by the Principal, A.I. Jat H.M. College, Rohtak.
- 13.2 Large stock of cement shall not be kept at the work site but only sufficient quantities shall be kept to ensure continuity of the work. The Contractor shall provide and maintain efficient water proof storage sheds for cement on the site of work. It shall be stacked on the platform 30 cm above the floor level and shall be covered with tarpaulin or any other impervious covering material in order to protect the cement bags from moisture. The cement shall be neatly stacked in an orderly manner so as to allow an easy access and count. The arrangement of storage and utilization shall be such as to ensure the utilization of cement in order of its arrival at the stores and the Contractor shall maintain satisfactory records which would at any time show the date of receipt and proposed utilization of cement lying in the stores at site.
14. The Contractor shall also construct and equip at his cost a working office with electricity and water arrangement for his site Principal, A.I. Jat H.M. College, Rohtak.
15. The contractor shall also provide instruments for setting up field laboratory at his own cost to site Principal, A.I. Jat H.M. College, Rohtak. No separate payment shall be made for this.
16. The Principal, A.I. Jat H.M. College, Rohtak shall have the right to deduct from the money due to Contractor any sum required or estimated to be required for making good the loss
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suffered by a worker or workers by reason of non-fulfillment of the condition of Contract for the benefit of the workers vis-à-vis the Haryana Government, the Contractor shall be primarily liable for all payments to be made under

and for the observance of the rules, regulations and labour law without prejudice to his right to claim indemnity from his sub-Contractor.

17. Third Party Inspection - The Principal, A.I. Jat H.M. College, Rohtak-in-Charge may opt for 3rd party inspection other than department in addition to inspection by department staff, the 3rd party would inspect to ensure execution of work as per specification/ agreement and also quality control i.e. draw of samples, testing and other items etc. The report of the same would be submitted to Principal, A.I. Jat H.M. College, Rohtak-in-Charge by the 3rd party. The agency/ contractor shall be bound by the report of 3rd party inspection and shall take remedial measures for execution of work as per specifications in agreement at their own cost. The cost of 3rd party inspection will be borne by the employer.

18. The Contractor shall confirm to the regulations, safety precautions, bye-laws or any other statutory rules made by any local authority or by the Government and shall protect and indemnify the Principal, A.I. Jat H.M. College, Rohtak against any claims or liability arising from or based on the violations of any such laws, ordinance, regulations, orders and decrees, etc.

19. The Contractor shall make his own arrangement for supply of all materials including cement and steel. The Contractor shall be responsible for all transportation and storage of the materials at site and shall bear all the related costs. The Principal, A.I. Jat H.M. College, Rohtak shall be entitled, at any time, to inspect or examine all such materials. The Contractor shall provide reasonable assistance for inspection or examination as may be required.

19.1 The Contractor shall keep an accurate record for use of materials like cement and steel used in the works in a manner prescribed by the Principal, A.I. Jat H.M. College, Rohtak.

19.2 Large stock of cement shall not be kept at the work site but only sufficient quantities shall be kept to ensure continuity of the work. The Contractor shall provide and maintain efficient water proof storage sheds for cement on the site of work. It shall be stacked on the platform 30 cm above the floor level and shall be covered with tarpaulin or any other impervious covering material in order to protect the cement bags from moisture. The cement shall be neatly stacked in an orderly manner so as to allow an easy access and count. The arrangement of storage and utilization shall be such as to ensure the utilization of cement in order of its arrival at the stores and the Contractor shall maintain satisfactory records which would at any time show the date of receipt and proposed utilization of cement lying in the stores at site.

20. The Principal, A.I. Jat H.M. College, Rohtak may order the Contractor to suspend any work that may be subject to damage by climatic conditions and no claim of the Contractor will be entertained by the Principal, A.I. Jat H.M. College, Rohtak on this account.

21. Cement contents - Actual cement required for the aggregates in concrete to be used shall be determined by laboratory test while designing the concrete mixes. If the cement contents of the design mix of that grade come less than the provision of cement contents provided in the Haryana Scheduled of Rates, (with latest amendments) due to durability conditions, the cement contents as provided in the Haryana Schedule of Rates shall be used and no extra payment on this account shall be made to the contractor. No extra amount over and above the minimum cement content as provided in the Haryana Schedule of Rates shall be paid.

Special conditions of contract as per the requirement of the work.

Contract Data to General Conditions of Contract

Sr. No.	Description		Clause No.
1.	The Employer is Designation: Address:	Managing Committee, Jat Education Society (Regd.), Rohtak	[Cl.1.1]
2.	Name of authorized Representative	Principal, A.I. Jat H.M. College, Rohtak	[Cl.1.1]
3.	The Executive Engineer is Designation: Address:	Principal, A.I. Jat H.M. College, Rohtak	[Cl.1.1]
4.	The Intended Completion Date for the whole of the Works is 03 Months after start of work.	03 Months	[Cl.1.1, 17&27]
5.	The Site is located	A.I. Jat H.M. College, Rohtak	[Cl.1.1]
6.	The Start Date shall be 10 days after the date of issue of the Notice to Proceed with the work	As per CBD	[Cl.1.1]
7.	Section completion	As per CBD	[Cl. 2.2]
8.	The following documents also form part of the Contract :	As per CBD	[Cl.2.3 (11,12)]
9.	Joint Ventures	Not allowed	[Cl.3.1,4.4]
10.	Sub Contracting	As per CBD	[Cl. 7.1]
11.	The Schedule (if any) of Other Contractors is attached	As per CBD	[Cl. 8.1]
12.	Intended completion date	To be calculated 90 days after date of start of work	
13.	Defect liability period	365 days after completion of work	
14.	Miles stones Financial works to be completed Milestone 1 i.e. 20% Milestone 2 i.e. 50% Milestone 3 i.e. 75% Milestone 4 i.e. 100%	Period from the start date 25% of the stipulated time 50% of the stipulated time 75% of the stipulated time 100% of the stipulated time	[Cl. 49.1]
15.	Amount of liquidated damages for delay in completion of works	For whole of work (1/2000)th of the initial / revised Contract Price, rounded off to the nearest thousand, per day. For non achievement of milestone. (1/2000)th of the initial / revised Contract Price, rounded off to the nearest thousand, per day.	
16.	Maximum limit of liquidated damages for completion of work	10 (Ten) per cent of the contract price rounded off to nearest thousand.	
17.	The Technical Personnel for work and operation of lab are:		[Cl. 9.2]

Sr. No.	Personnel	Qualification	No. of personals
1	Project Manager	BE. Civil + 10 Year Exp.	1
2	Site Engineer	BE. Civil + 3 Year Exp. OR Diploma + 7 year Exp.	4
3	Plant Manager	BE. Civil + 3 Year Exp. OR Diploma Mech. + 7 year Exp.	1
4	Quantity Surveyor	BE. Civil + 3 Year Exp. OR Diploma Civil + 7 year Exp.	1
5	Soil and Material Engineer	BE. Civil + 3 Year Exp. OR Diploma Civil + 7 year Exp.	1
Total:			8

Note:-

In case, the above qualified personnel are not deployed the following deduction shall be made per month from the payment due to the contractor.

Project Manager	=	Rs. 150000/- per month
Site Engineer	=	Rs. 75000/- per month
Plant Manager	=	Rs. 50000/- per month
Quantity Surveyor	=	Rs. 40000/- per month
Soil and Material Engineert	=	Rs. 40000/- per month

Managing Committee reserves the right to employ any or all the above personal as per requirement given above irrespective of above deductions made from the payments due to the contractor.

11.	Amount and deductible for insurance are:	
(i)	Insurance cover for work is equal to the contract price and the amount of deductible is 1% of the contract price	[Cl. 13.1 (a)]
(ii)	Minimum insurance cover for injury and death is Rs.10.00 lacs per occurrence with the number of occurrences limited to four. After each occurrence, contractor will pay additional premium necessary to make insurance valid for four occurrences always. The amount of deductible is Rs. 2.00 Lacs of the contract price.	[Cl. 13.1 (b)]
(iii)	Minimum insurance cover for damage to the property of the third party is Rs. 20.00 Lacs. The amount of deductible is Rs. 2.00 Lacs of the contract price.	[Cl. 13.1 (c)]
(iv)	Insurance cover for work is equal to the contract price and the amount of deductible is 1% of the contract price	[Cl. 13.3 (a)]
12.	Site investigation report	[Cl.14.1]
13.	Security Deposit for invoking Arbitration Sr No. Amount of Claim Rate of Security Deposit 1. For claims below 10,000 2% of claimed amount 2. For claims of Rs. 10,000 and above but below Rs 1,00,000/- 5% of claimed amount 3. For claims of Rs 1,00,000 and above 7.5% of claimed amount	[Cl. 25]
14.	a. The period for submission of the programme for approval of Principal, A.I. Jat H.M. College, Rohtak shall be 15 days from the issue of Letter of Acceptance	[Cl.26.1]
	b. The updated programme shall be submitted at interval of 60 days	[Cl. 26.4]
	c. The amount to be withheld for late submission of an updated programme shall be 2% of the initial / revised contract price or the enhanced contract price as applicable.	[Cl. 26.4]

15. The following events shall also be Compensation Events: [Cl. 44.2 I]

Substantially adverse ground conditions encountered during the course of execution of work not provided for in the bidding document.

- (i) Removal of underground utilities detected subsequently
- (ii) Significant change in classification of soil requiring additional mobilization by the contractor, e.g. ordinary soil to rock excavation,
- (iii) Removal of unsuitable material like marsh, debris dumps, etc not caused by the contractor
- (iv) Artesian conditions
- (v) Seepage, erosion, landslide
- (vi) River training requiring protection of permanent work
- (vii) Presence of historical, archeological or religious structures, monuments interfering with the works.
- (viii) Restriction of access to ground imposed by civil, judicial, or military authority.

15 a. The formula for price adjustment of prices are: [Cl. 47.1]

15 (a) (i) Adjustment of price for bitumen:

Price adjustment for increase or decrease in the cost of bitumen shall be paid as follows:

That the rate of bitumen/ emulsion at the refinery on the date of close for financial bidding shall be considered as base rate if during execution of the works, the rate of bitumen/ emulsion increase or decrease at refinery, the difference in cost shall be paid/ recouped from the contractor in the bill, subject to the following conditions:-

- (A) The contractor shall submit original bill/ voucher of the refinery while claiming the payment for the work done. The bill/ voucher should pertain to the period of original contractual time limit and should correspond with the progress of work. No extra payment due to increase in rate of bitumen / emulsion will be paid if the original bill/ voucher are not submitted by the agency.
- (B) No increase in prices of the bitumen / emulsion shall be reimbursed to the contractor beyond the original time period allowed for construction as per contract agreement irrespective of extension of time limit granted to the agency for any reason, whatsoever. However, decrease in price of bitumen/emulsion shall be recouped from the contractor even beyond the original time period allowed for construction.
- (C) After approval of tender, the contractor shall submit the work programme for execution of work and get it approved from the Principal, A.I. Jat H.M. College, Rohtak-in-Charge in the time limit prescribed in the tender document. The increase in rates of bitumen, emulsion shall only be paid if the bitumen work is carried out within the prescribed period as per approved work programme.
- (D) Only actual difference of rates of Bitumen will be payable / deductible to the contractor. No overhead charges and contractor profit etc. are to be added / deleted, no tender premium is to be added / deleted.”

- (E) The contractor can arrange the bitumen from any of the refinery or import the same subject to the condition that the quality of bitumen is as per the requirement of contract and specifications. Regarding payment of price variation of bitumen as per the agreement, that the escalation de-escalation will be paid on the basis of lesser cost implication to Department / Government on consideration of the difference in rates as given below subject to financial regularity and other terms and conditions of agreement :-
- (a) Prevailing rates of IOC refineries at Panipat at the time of tender and at the time of purchase of bitumen.
- (b) Prevailing rates at the source from which the bitumen is purchased by the contractual agency at the time of tender.

It is further clarified that:-

- (a) When recovery is due on account of decrease in rates of bitumen, higher of the difference in rates of IOC Panipat and that of private refinery / Sector, shall be considered.
- (b) When escalation is due to increase in rates of bitumen is due to agency, then lesser of the difference in rates of IOC Panipat and that of private refinery / Sector, from whom bitumen was purchased, shall be considered.

15 (a) (ii) Adjustment for Grey Cement (OPC) and, Steel for reinforcement and structural members (index for MS Long Products) :

Price adjustment for increase or decrease in the cost of Grey Cement (OPC) and, Steel for reinforcement and structural members (index for MS Long Products) shall be paid as follows:

- (A) If after submission of the, the price of Grey Cement (OPC) or Steel for reinforcement and structural members (index for MS Long Products) incorporated in the works (not being a material supplied from the Principal, A.I. Jat H.M. College, Rohtak- in-Charge's Store) increase (s) beyond the price (s) prevailing at the time of the last stipulated date for financial bid closing of tenders (including extensions, if any) for the work, then the amount of the contract shall accordingly be varied and provided further that any such increase shall not be payable if such increase has become operative after the stipulated date of completion of work in question.
- (B) If after submission of the, the price of Grey Cement (OPC) / or Steel for reinforcement and structural members (index for MS Long Products) incorporated in the works (not being a material supplied from the Principal, A.I. Jat H.M. College, Rohtak- in-Charge's Store) is decreased, Govt. shall in respect of these materials incorporated in the works (not being materials supplied from the Principal, A.I. Jat H.M. College, Rohtak-in-charge's Store) be entitled to deduct from the dues of the contractor such amount as shall be equivalent to the difference between the prices of Cement (OPC) as prevailed at the time of last stipulated date for receipt of tenders including extensions if any for the work and the prices of these materials on the coming into force of such base price of Cement (OPC) and issued under authority of Principal, A.I. Jat H.M. College, Rohtak.

- (C) It is further clarified that the decrease in the prices of of Grey Cement (OPC) / or Steel for reinforcement and structural members (index for MS Long Products) and shall be deducted from the dues of the contractor if such decrease has become operative after the stipulated date of completion of work in question and increase shall not be payable if such increase shall not be payable if such increase has become operative after the stipulated date of completion of work in question.
- (D) The increase/ decrease in prices shall be determined by the All India Wholesale Prices Indices for Grey Cement (OPC) / or Steel for reinforcement and structural members (index for MS Long Products) as published by the Economic Advisor to Government of India, Ministry of Commerce and Industry) and base price for Grey Cement (OPC) / or Steel for reinforcement and structural members (index for MS Long Products) as mentioned in the Bid Document or if not mentioned then as issued under authority of Principal, A.I. Jat H.M. College, Rohtak as valid on the last stipulated date of receipt of tender, including extension if any and for the period under consideration.

Adjustment Calculation Formula for Grey Cement

The amount of the contract shall accordingly be adjusted for Cement (OPC) will be worked out as per the formula given below:-

Adjustment for component of "Grey Cement (OPC)" $V_c = P_c$

$$X Q_c \times \frac{CI - CI_0}{CI_0}$$

Where,

V_c = Variation in Cement (OPC) cost i.e. increase or decrease in the amount in rupees to be paid or recovered.

P_c = Base price of Cement (OPC) as mentioned in the Bid Document or if not mentioned then as issued under authority of the Principal, A.I. Jat H.M. College, Rohtak valid at the time of the last stipulated of receipt of tender including extension if any.

Q_c = Quantity of Cement (OPC) used in the works since previous bill.

CI_0 = All India wholesale price index for Cement (OPC) as published by the Economic Advisor to Government of India, Ministry of Industry and Commerce as valid on the last stipulated date of receipt of tenders including extensions if any.

CI = All India wholesale price index for Cement (OPC) for period consideration as published by the Economic Advisor to Government of India, Ministry of Industry and Commerce

Adjustment Calculation Formula for Steel for reinforcement and structural members (index for MS Long Products)

$$V_s = P_s \times Q_s \times \frac{SI - SI_0}{SI_0}$$

V_s = Variation in cost of Steel (MS Long Products) i.e. increase or decrease in the amount in rupees in the amount in rupees to be paid or recovered.

Ps = Base price of Steel (MS Long Products), as mentioned in the Bid Document or if not mentioned then as issued under authority of Principal, A.I. Jat H.M. College, Rohtak at the time of the last stipulated date of receipt of tender including extensions, if any.

Qs= Quantity of Steel (MS Long Products) paid either by way of secured advance or used in the works since previous bill (Whichever is earlier).

S1o= All India wholesale Price Index for Steel (MS Long Products) for the period under consideration as published by Economic Advisor to Government of India, Ministry of Industry and Commerce as valid on the last stipulated date of receipt of tenders including extensions, if any.

S1= All India Wholesale Price Index for Steel (MS Long Products) for the period under consideration as published by Economic Advisor to Government of India, Ministry of Industry and Commerce.

Base rate of Cement (OPC) and Steel (MS Long Products)

Grey- Cement (OPC) : Rs. 4940 /- per MT excluding taxes.

Steel (MS Long Products) : Rs. 50000 /- per MT excluding Taxes.

No other increase/decrease in prices is permissible.

15 (a) (iii) Adjustment of POL (fuel and lubricant) component

Price adjustment for increase or decrease in the cost of POL (fuel and lubricant) shall be paid in accordance with the followings formula:

$$V_f = 0.85 \times P_f / 100 \times R \times (F_1 - F_0) / F_0$$

Vf = increase or decrease in the cost of work during the month under consideration due to changes in rates for fuel and lubricants.

Fo = The all India wholesale price index for 'Fuel and Power' for the calendar month 28 days preceding the date of opening of bids as published by the Office of Economic Advisor, Government of India, Ministry of Commerce and Industry, Department of Industrial Policy and Promotion with website www.eaindustry.nic.in

F1 = The all India average wholesale price index for 'Fuel and Power' for the month under consideration as published by Office of Economic Advisor, Government of India, Ministry of Commerce and Industry, Department of Industrial Policy and Promotion with website as www.eaindustry.nic.in

$$P_f = 5.$$

R = Value of work executed during the period.

16. The proportion of payments retained (Retention Money) shall be 6% from each bill subject to a maximum of 5% of final contract price.

[CI.48]

17. (a) Milestones to be achieved during the contract period.

18.	The amounts of the advance payment are:		[CL:50]
	Nature of Advance	Amount	Conditions to be fulfilled
I	Mobilization	Maximum 5 % of the contract price	An interest bearing mobilization advance upto the extent of 5% of contract value (or such limit as prescribed) may be given to contractors for works costing more than Rs.2.00 crores, against unconditional and irrecoverable bank guarantees to be furnished by the contractor equal to the amount of advances paid from time to time. Interest @Marginal Cost of Funds based Lending (MCLR) of SBI prevalent at the time of tender per annum shall be charged on mobilization advance given to the contractor The recovery of the mobilization advance together with interest shall be done through percentage deductions from interim/running payments, in the manner prescribed in the contract. It shall be desirable to recover the total amount of mobilization advance alongwith interest within 80 % of the time stipulated for completion. The mobilization bank guarantee shall be released after the recovery of full mobilization advance, including interest thereon. In case, of slow progress of work, the 'Principal, A.I. Jat H.M. College, Rohtak' comes to a conclusion that the total amount of mobilization advance with interest cannot be recovered by the time 80% of stipulated time is over, the bank guarantee(s) furnished by the contractor may be encashed. If the tender document so provides, the contractor will have the option to furnish mobilization bank guarantee in parts and on recovering of $\frac{1}{4}$, $\frac{1}{2}$, $\frac{3}{4}$ and full advance, proportional bank guarantees can be released.

II	Secured advance for non-perishable materials brought to site	75% of Invoice value	In case the contractor requires an advance on the non-perishable materials brought to site, 'Principal, A.I. Jat H.M. College, Rohtak' may, on written request from the contractor, sanction the advance upto an amount 75% or as decided by the 'Principal, A.I. Jat H.M. College, Rohtak' of the value (as assessed by themselves) as stated in the Contract Data of such materials, provided such materials are to be consumed within next three months and that a formal agreement is drawn up with the contractors under which Govt. secures a lien on the materials and is safeguarded against losses due to the contractor postponing the execution of the work or misuse of the material and against the expense entailed for their proper watch and safe custody. If the material is fire prone or can be destroyed fully/partially on storage, it shall be desirable to have it first insured by the contractor. Cases in which a contractor, whose contract is for finished work, requires an advance on the security of materials brought to site. Any secured advance should be settled / recovered within 3 months of its release. Note : Such advance will not be given for sand, aggregate, GSB and stone metal etc. The contractor will submit the original bills and e-way bills for the material for which secured advance is being claimed.
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III	Machinery Advance	Maximum 5 % of the contract price	For works costing more than Rs.10.00 crores another interest bearing machinery advance to a maximum of 5% of the contract price, depending on merits of the case, can be given against the new key construction equipment brought to the site and to be deployed on the work, if a written request is made by the contractor. The advance shall be paid only upon the contractor furnishing (i) an affidavit that the machinery in question is free of any charge or hypothecation with any bank or financial institution: (ii) unconditional and irrecoverable bank guarantee(s) (iii) satisfactory proof of purchase/payment of the machinery, and (iv) a written undertaking that the equipment so purchased by him is required for use on the work in question, is fully serviceable shall work only on that job and shall not be removed from the site without obtaining written approval of the 'Principal, A.I. Jat H.M. College, Rohtak'. The recovery of machinery advance and the Interest @Marginal Cost of Funds based Lending (MCLR) of SBI prevalent at the time of tender per annum shall be charged against the machinery advance given to the contractor. The recovery of the machinery advance together with interest shall be done through percentage deductions from interim/running payments, in the manner prescribed in the contract. It shall be desirable to recover the total amount of machinery advance alongwith interest within 80% of the time stipulated for completion. The mobilization bank guarantee shall be released after the recovery of full machinery advance, including interest thereon.
	The bank guarantee shall be unconditional, requiring the bank to pay the beneficiary the sum specified in the guarantee on the first demand and without demur, and without reference to the party on whose behalf it has been issued, notwithstanding any dispute or disagreement that might have arisen between Managing Committee and the contractor. The form of bank guarantee shall be prescribed by the departments. It shall be the duty of the 'Principal, A.I. Jat H.M. College, Rohtak' to obtain independent confirmation about the genuineness of the bank guarantees directly from the bank issuing them. Further, he shall keep them in safe custody and hand them over to his successor when a change of charge takes place. Details of bank guarantees shall be entered into a register which shall be reviewed every month to ensure timely action in respect of renewal of any guarantee, if required, before it expires.		

	(The advance payment will be paid to the Contractor no later than 28 days after fulfillment of the above conditions)
	Always provided that the advance shall be completely repaid prior to the expiry of the original time for completion pursuant to clauses 17.
	The secured advance shall be repaid from each succeeding monthly payments to the extent material [for which advance was previously paid pursuant to Clause 51.4 of G.C.C.] have been incorporated into the Works.

19. The period for setting up a field laboratory with the prescribed equipment [Cl.31.1]
is **28** days from the date of notice to start work
20. **The Defect Liability-cum-Maintenance Period is 365 Days from the date of completion.** [Cl. 56]
21. The date by which “as-built” drawings (in scale as directed) in 2 sets are required is within 28 days of issue of certificate of completion of whole or section of the work, as the case may be. [Cl.58.2]
22. The amount to be withheld for failing to supply “as-built” drawings by the date required is **Rs. 0.5% of agreement amount.** [Cl.58.2]
23. The following events shall also be fundamental breach of Contract: [Cl.59.2 (h)]
 - (i) The Contractor has contravened Clause 7.1 or Clause 9 of Part I General Conditions of Contract
 - (ii) As per CBD
24. The percentage to apply to the value of the work not completed representing the Employer’s additional cost for completing the Works shall be 20 (Twenty) percent. [Cl.60.1(i)]

Section 4-A

Detailed Scope of Work

Detailed Scope of Work.

Section 4-B

Technical Specifications

(1) Execution of Electrical Works

In case where the work involves electrical work also, the contractor will get the work executed through a sub contractor and will get the sub contractor approved from Managing Committee before start of electrical work. Managing Committee will examine the credentials of the electrical sub contractor on the basis of similar qualification criteria as has been applied for the civil works in this bid. The electrical sub contractor must have license of electrical works from Chief Electrical Inspector, Haryana.

(2) Execution of Public Health Works

The execution of shifting of Public Health utilities works shall be supervised by the PHED as agreed vide letter No. 100708/PHE/Plg. dated 10.11.2016. The payment shall be made by PWD (B&R) after getting verification of the bill with respect to the Public Health utilities by the PHED.

(3) List of Equipment, Plant and Machinery

Sr. No.	Type of Equipment	Maximum Age as on date of bid submission	Contract Value					
			Upto Rs. 50 lacs	More than Rs. 50 lacs upto Rs. 1 crore	Upto Rs. 5 crore	More than Rs. 5 crore upto Rs. 20 crore	More than Rs. 20 crore upto Rs. 50 crore	More than Rs. 50 crore
1.	Tipper Trucks	5-7	*	*	6	10	15	20
2.	Motor Grader	5	*	*	2	2	3	4
3.	Dozer	5	*	*	1	1	1	2
4.	Front end Loader	5	*	*	2	2	2	4
5.	Smooth Wheeled Roller	5	*	*	2	2	3	4
6.	Vibratory Roller	5	*	*	2	2	2	3
7.	Batch Type/Hot Mix Plant/Drum Type Hot Mix Plant with Electronic Controls (Minimum 80-100 TPH Capacity) as per BOQ	5	*	*	1	1	1	2
8.	Paver Finisher with Electronic Sensor	5	*	*	1	1	1	2
9.	Water Tanker	5	*	*	3	3	4	5
10.	Bitumen Sprayer	5	*	*	1	1	1	2
11.	Tandem Roller	5	*	*	1	1	1	1
12.	Concrete Mixers with Integral Weigh Batching facility	5	*	*	2	2	1	2
13.	Concrete Batching and Mixing Plant (Minimum Capacity – 15m ³ /hour)	5	*	*	-	-	1	1

14.	Concrete paver capable of paving 7.5m width in one single pass including all accessories such as automatic dowel bar insertor, integral vibratory system and electronic sensors ancillary equipment for applying curing compound joint cutting etc.	5	*	*	-	-	-	1
15.	Concrete Batching and Mixing plant with automatic control (minimum 100 cum/hour)	5	*	*	-	-	-	1
	Total				24	28	36	54

Note: above list is only suggestive and not exhaustive. Any other machinery shall also be included and deployed for execution of work as per site requirement.

The Technical Personnel for work are to be deputed as given in table below:

Sr. No.	Personnel	Qualification	Contract value					
			Upto Rs. 50 lacs	More than Rs. 50 lacs upto Rs. 1 crore	More than Rs. 1 crore upto Rs. 5 crore	More than Rs. 5 crore upto Rs. 20 crore	More than Rs. 20 crore upto Rs. 50 crore	More than Rs. 50 crore
1.	Project Manager	BE.Civil + 10 Years Exp	-	1	1	1 No	1 No	1 No
2.	Site Engineer	BE.Civil+3 Years Exp. OR diploma with 7 years Exp.	-	1	1	2 No.	4 No.	6 No.
3.	Plant Manager	BE. Mech. +3 Years Exp. Or Dip.Mech. + 7 Years Exp.	-	1	1	1 No	1 No	2 No.
4.	Quantity Surveyor	BE. Civil +3 Years Exp. Or Dip. Civil+7 Years Exp.	1	1	1	1 No	1 No	2 No.
5.	Soil & Material Engineer	B.E. Civil + 3 Years Exp. Or Dip. Civil + 7 Years Exp.	-	1	1	1 No	1 No	1 No
	Total:		1	5	5	6	8	12

5. The Defect Liability-cum-Maintenance Period (DLP)

(i) For improvement / special repair of roads DLP is 3 years for State Highway and MDR. For VT road and V1, V2, V3 roads it is 4 years. In case of new construction, DLP is 4 years.

(ii) For premix carpet work, 'Defect Liability-cum-Maintenance Period' is 2 years.

(iii) For surface dressing work, 'Defect Liability-cum-Maintenance Period' when executed on through rates from contractual agency is 1 ½ year.

Further, it is clarified that DLP for drains / retaining wall / culverts / bridges Inter-locking paver blocks shall be kept as per category of road (i.e. 3 years for SH / MDR and 4 years for ODRs) even in case of roads treated with premix carpet where DLP is for 2 years and treated with surface dressing where DLP is for 1 ½ year.

The 'Defect Liability-cum-Maintenance Period' is without any payment for maintenance activities.

iv) The defect liability for cement concrete pavement shall be ten years irrespective of category of road.

Technical Specifications For Building Works

1. SPECIFICATIONS

The work will be executed as per Haryana PWD B&R Specifications as per latest amendment. In case of any discrepancy the Bureau of Indian Standards shall be followed and then CPWD specifications shall be followed. These will be in order of preference as mentioned below:

- i) Haryana PWD (B&R) Specifications.
- ii) Bureau of Indian Standards.
- iii) CPWD Specifications.

In case, any item is not covered by all three above, then the decision of 'Principal, A.I. Jat H.M. College, Rohtak' shall be final.

1. PREAMBLE

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

3. SITE INFORMATION

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

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

4. GENERAL CLIMATIC CONDITIONS

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

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

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

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

EXPLANATORY NOTES

1. The rates are for complete work including cost of all materials, labour, tools and plants and water etc. unless or otherwise specified.
2. All clauses and notes given in the Haryana PWD schedule of rates 2021 (2nd edition) and DSR 2018 with upto date correction slips issued upto the date of tender shall be applicable to all above items wherever necessary.
3. The description, rates, units, etc. of above schedule shall be corrected as per Haryana PWD schedule of rate 2021, (2nd edition) in case of any error or omission.
4. Chapter numbers with items referred to above are of Haryana PWD schedule of rates 2021 (2nd edition), corrected upto date.
5. The whole work shall be carried out strictly in accordance with the Haryana PWD specifications book 1990 latest edition as applicable to Haryana State with upto date correction slips and CPWD / MoRT&H / MoRD Specifications as applicable.
6. No premium shall be payable on the items which are not provided in the Haryana PWD schedule of rates 2021, corrected-up-to-date.
7. Samples of all building materials, doors and windows, fittings and other articles required for use on the work shall be got approved from the 'Principal, A.I. Jat H.M. College, Rohtak', Articles manufactured by firms of repute, approved by the 'Principal, A.I. Jat H.M. College, Rohtak' shall only be used. Only articles classified, as First Quality by the manufactures shall be used. Articles which are not First quality shall be rejected by the 'Principal, A.I. Jat H.M. College, Rohtak'. Preference shall be given to those articles, which bear I.S.I. certification mark. In case articles bearing ISI certification mark are not available, the quality of samples brought by the contractor shall be judged by the standards laid down in the relevant ISI specifications. All materials and articles brought by the contractor to the site of work for use shall confirm to the samples approved, which shall be preserved till the completion of work. Final decision to reject any material shall rest with the 'Principal, A.I. Jat H.M. College, Rohtak'.
8. The contractor shall provide suitable measuring arrangements at site for checking of various articles brought by him to ensure mixing in specified proportions.
9. The contractor shall provide such recesses, hole, openings etc. as directed by 'Principal, A.I. Jat H.M. College, Rohtak' as required for the Electrical / sanitary work and nothing shall be payable on this account.
10. Thickness of RCC shall be measured and paid for structural sizes designed.
11. **Reinforcement shall be measured in length including hooks, if any, separately for different diameters actually used in work, during overlaps. From the length so measured, the weight of reinforcement shall be calculated in tones on the basis of IS:1732 Wastage, overlaps couplings, welded joints, spacer bars, chairs, stays, hangers and annealed steel wire or other methods for binding and placing, shall not be measured and cost of these items shall be deemed to be included in the rates for reinforcement.**

12. Where there is a provision for flush door shutters, only doors which bear the ISI certification marks and arranged from manufacturer of good repute like Green, Duro, Durenzo, Century shall be accepted. In case flush door shutters bearing ISI certification marks are not available in the market, flush door shutters confirming to ISI specifications and arranged from manufacturer of good repute shall only be accepted. They should be water proof, termite proof and have a guarantee for 10 years for any defect liability. The plyboard / mica / laminate / veneers / teak veneers/ block boards should also be of premium quality of reputed makes like Green, Duro, Durenzo, Century with ISI mark. For WPC doors, windows and frames thereof from brand Green, Duro, Durenzo, Century, COBE shall be accepted.
For Ceiling solutions : The items of brand names Armstrong, Gyproc, Decibel Ceiling & Acoustics, Shera, USG Boral and Gypsoman etc. shall be accepted.
13. Steel butt hinges shall strictly confirm to Indian standard specification, IS-1341-1970 (Latest edition) and dimensions given in table 2 for medium weight cold rolled mild steel butt hinges of the above specifications Hinges shall be of good workmanship and manufactured by the firm of good repute.
14. Analysis of rates for non-schedule / non agreement items i.e. items which are not provided in the Notice Inviting Tender / Haryana PWD Schedule of Rates, 2021 (2nd editions) corrected upto date shall be payable as per actual lowest market rates from the recognized public market suitable to the executing division and wages of labour as applicable at the time of execution of work, plus admissible contractors profit and over head charge. For such items of materials the contractor shall be required to produce original vouchers which shall be subjected to verification by the 'Principal, A.I. Jat H.M. College, Rohtak'. The rates for non-schedule items shall be approved by the competent authority as recognized in the departmental financial rules in existence at the time of approval.
15. First Quality glazed/ceramic/vitrified tiles of reputed manufactures such as Kajaria, RAK, NITCO, Somany, Orient Bell, Jhonson, Simpolo /AGL tiles/Oasis Tiles/Home Square Tiles to be arranged by the contractor.
- 15 (a) OPC cement duly ISI marked of 43 grade such as JK, L&T, A.C.C, Ambuja, Wonder Cement by RK Group and Birla or as approved by Principal, A.I. Jat H.M. College, Rohtak should be arranged by the contractor.
- 15 (b) TMT Steel Fe-500/ 500 D duly ISI marked manufactured by reputed brands such as Rashtriya Ispat Nigam Limited Vizag TMT 500 D/ Tata Iron & Steel Company (TISCO) /Steel Authority of India Limited (SAIL TMT Bar)/JSW(Jindal Panther TMT)/ Electrosteel (V-Xega) 550D TMT Bar shall be arranged by the contractor.
16. Waterproofing Compound, membrane, PU coating for basement podium terrace puf insulation, sunken portion treatment, Plasticizer, Super Plasticizer, Admixtures, Tile / Stone Adhesive /Tile / Epoxy Grout / Injection Grout, FRP / Fibre reinforcement wrap of reputed manufactures such as ASIAN SMARTCARE / GCP / BASF / Bitumet / Technonicol / Fosroc / Sika / Pidilite/ UltraTech/ Synergy Telecommunications to be supplied by the Deptt. or arranged by the contractor.
For paint works like Eexterior emulsions, ACRYLC interior emulsion / water-based enamels / enamel and distempers the products of only Asian Paint, Dulux, Nippon, Nerolac, Berger and Woodco paints etc shall be accepted.
For False Ceiling and acoustic wall paneling makes Hi-Steel (PR products) and Gyptech are approved.
For fire fighting equipment brand name Lifeguard Fire Fighting Equipment is approved.

17. The Tender with the condition regarding steel work to be done at labour rates shall be considered invalid and rejected straightway.
18. The quantities of all items given in the Schedule are tentative. These can be increased or decreased as per working Architectural drawings / structural drawings & nothing extra shall be paid.
19. For quality control, the contractor shall be required to use cement concrete mix giving a minimum cube strength as may be prescribed in the relevant structural drawings of work. For cement concrete and cement mortar work and other items the test should be regularly carried out as per procedure laid down in relevant I.S.I. & other codes at the expense of the contractor. The rates provided in the H.S.R. 2021 (2nd edition) included the cost of such testing.
20. Irrespective of what is stated in para 6 of General Rules of Haryana P.W.D. schedule of rates, 2021 (2nd edition) no carriage of cement, steel, bricks and water or any other type or material shall be admissible irrespective of any lead involved.
21. All the flooring like terrazzo, Kotah stone or marble flooring should be granite finished. No extra rate shall be paid on this account to the contractor.
22. Where-ever brick work or earth filling/embankment work is to be executed, the same has to be executed in accordance with the provision in the Fly Ash Notification dated 14.9.99 & 27.8.2003 i.e. by using Fly Ash brick and filling/embankment constn. by Pond Ash/Fly Ash as specified in the aforesaid notification after getting the design approved from 'Principal, A.I. Jat H.M. College, Rohtak's. Only I.S.I. marked factory manufactured flush door shutter ply and block board should be used, where ever required.
23. In case factory manufactured items, the contractor will get the name of manufacturers approved form deptt. and a warranty of 5 years certificate in favour of 'Principal, A.I. Jat H.M. College, Rohtak' in charge. In case of door shutters the type of wood used shall also be given by the manufacturer. The agency shall produced a certificate that door & window shutters fixed at site are actually factory manufactured - in case agency fails to do so the rate for the same shall be paid for site manufactured shutters as per HSR 17.30 & 17.31 of HSR 2021 2nd edition.
24. The agency will provide 2 Nos. boards of size 4' X 2½' at the site of work intimating the details of the project otherwise deduction will be made from the first running bill of the Agency @ Rs 15000/- per board.
25. Contractor will use coarse aggregate (all type of stone grit) and coarse and i.e. stone dust (Zone IInd as per IS code). The material should confirming to the latest IS specification.
26. Regular and monthly quality control test as per frequency as per IS code specification / PWD specification is to be done by the Contractor at his own cost and submit the result to the 'Principal, A.I. Jat H.M. College, Rohtak' regularly and in case if he fails to do the same, 'Principal, A.I. Jat H.M. College, Rohtak' will got conduct all quality control test as per frequency for any reputed lab & amount of the same will be recovered for the agency. Beside this 'Principal, A.I. Jat H.M. College, Rohtak' will carry out their own quality control test and also will engage IIIrd party quality control agency for proper quality control work and charges of this will be borne by the Govt.
27. All aluminum fittings for doors and windows shall be of 'Classic' or equivalents make confirming to I.S. Specifications as approved by the 'Principal, A.I. Jat H.M. College, Rohtak'.

- 28. Third Party Inspection** - The Principal, A.I. Jat H.M. College, Rohtak may opt for 3rd party inspection other than department in addition to inspection by department staff, the 3rd party would inspect to ensure execution of work as per specification/ agreement and also quality control i.e. draw of samples, testing and other items etc. The report of the same would be submitted to Principal, A.I. Jat H.M. College, Rohtak by the 3rd party. The agency/ contractor shall be bound by the report of 3rd party inspection and shall take remedial measures for execution of work as per specifications in agreement at their own cost. The cost of 3rd party inspection will be borne by the employer.
- 29. Cement contents** - Actual cement required for the aggregates in concrete to be used shall be determined by laboratory test while designing the concrete mixes. If the cement contents of the design mix of that grade come less than the provision of cement contents provided in the Haryana Scheduled of Rates, (with latest amendments) due to durability conditions, the cement contents as provided in the Haryana Schedule of Rates shall be used and no extra payment on this account shall be made to the contractor. No extra amount over and above the minimum cement content as provided in the Haryana Schedule of Rates shall be paid.
- 30. Design Mix** Design mix will be got carried out by the Principal, A.I. Jat H.M. College, Rohtak from any of the reputed laboratory at the cost of contractor. The source of aggregate shall be identified by the contractor and Principal, A.I. Jat H.M. College, Rohtak representative shall be present while taking sealed samples for the design mix from such source. Frequency of carrying out Design Mix shall be as per relevant IS Codes and also when the source of aggregate will change, the design mix shall be carried out again.

31 Conditions for Quality Control and Lab:

- i. The contractor shall have to provide a field laboratory fully equipped at work site before starting the execution of works for conducting all the relevant tests mentioned in the Haryana PWD specification subject to the approval of the Principal, A.I. Jat H.M. College, Rohtak or his representative. The record of such tests is to be maintained in proper register duly signed by the Contractor or his representatives, which will become the property of the department. The Contractor will bear all the running expenses for conducting such tests. All the tests will be carried in the presence of S.D.E.-in-charge of the work. All the entries are to be signed by the contractor, S.D.E. and J.E.-in-charge. **In case the contractor does not set up the field laboratory, an amount of Rs 10.00 lacs shall be withheld from the first running bill and if the contractor does not setup the laboratory, the same will be setup by the department from the withheld amount.**
- ii. The quality control tests which are carried out by the department and the material for such tests will be supplied by the contractor free of cost. In case the material is not found up to the requirement, the same will be rejected.
- iii. Contractor shall provide suitable measuring arrangement and leveling instruments latest quality duly approved by Principal, A.I. Jat H.M. College, Rohtak at the site of work.
- iv. No extra payment on account of quality control measures shall be paid to the contractor.

- v. The Principal, A.I. Jat H.M. College, Rohtak at his discretion can get any type/Nos. of tests carried out any other approved laboratory for his satisfaction for which all the expenses incurred would be borne by the agency. The results so obtained from the laboratory would be acceptable and binding to the agency.
- vi. The Contractor shall be required to provide all such materials/equipment's at site to conduct field tests and to ensure that the quality of aggregate shall be according to the prescribed specification and no payment for material required for sample for such tests shall be made to him. In case, the material is not found up to mark, the same will be reject.
- vii. For cement, steel and similar other material, the essential tests are to be carried out at the manufacturer's plants or at laboratories other than the site laboratory, the cost of samples, testing and furnishing of test certificates shall be born by the contractor. He shall also furnish the test certificates to the 'Principal, A.I. Jat H.M. College, Rohtak'.
- viii. 25 % of the beams and columns in each floor before laying of slab for that floor of the building, shall be subjected to Rebound Hammer Test conforming to IS 13311 (Part 2): 1992 before proceeding further with construction of next story of Building. The tests shall be witnessed by SDE. In case the test result fails the column in parameters it shall be demolished and reconstructed at the cost of the contractor. The test results shall be tabulated and made part of the final bill.
- ix. The liquidated damages can be deferred/reduced/waived (whole or part) by the President, Jat Education Society (Regd.), Rohtak. This will be done on the written request of the contractor and written recommendations of Managing Committee as the case may be.
- x. Upon completion and before offering the work for acceptance, the contractor shall remove all false work, excavated and useless materials, rubbish, temporary building constructed by him and shall leave the site and adjacent area in a neat and clean condition to the entire satisfaction of the 'Principal, A.I. Jat H.M. College, Rohtak's . The 'Principal, A.I. Jat H.M. College, Rohtak's , reserves the option to take away any item of work or any part thereof at any time during the currency of the contract and reallocate it to any other agency with due notice to the contractor without liability of any kind or payment of any compensation. Extra amount if incurred will be recovered from the agency.
- xi. The contractor has to make his own arrangements for water, bricks, wood and every item required directly or indirectly for completion of work.
- xii. No claim shall be entertained on account of increase in price of labour and material other than provided in the contract due to any cause whatsoever.
- xiii. In case of emergency the Contractor shall be required to pay his labour every day and if this is not done, the 'Principal, A.I. Jat H.M. College, Rohtak' will make the requisite payment and recover the same from the contractor.
- xiv. Actual quantities of completed and accepted work shall only be paid.
- xv. No pits shall be dug by the contractor near the site of work or within Govt. land for taking out earth for use on the works. In case of default the pits so dug will be filled in by the department at the cost of the contractor plus fourteen percent departmental charges.

- xvi. The rates to be quoted by the contractor shall be inclusive of octroi terminal tax, royalty, cess and all other taxes (excluding GST) and charges. These are for complete work in all respects The GST amount shall be reimbursed on production of proof of deposit of GST with Govt. for the previous payment.
- xvii. The Contractor shall not be entitled for any payment on account of work done until he signs the agreement.
- xviii. Nothing extra shall be paid for any lead and if unless otherwise specified for any material required directly or indirectly and the rates to be given in the tender shall include all leads in the contract schedule.
- xix. The Contractor shall be responsible for any /all losses of material, damage done to unfinished work as a result of floods and other acts of God. The Govt. will not be responsible for any compensation as a result of such damage or loss to the Contractor and the Contractor shall be liable to set right such damage at his own cost to the satisfaction of the 'Principal, A.I. Jat H.M. College, Rohtak's .
- xx. The royalty, sales tax, cess and any other taxes, if any shall be paid by the contractor direct to the respective department in accordance with their rules and regulations in force from time to time without intervention of the Public Works Department.
- xxi. Amount of work may be increased or decreased and any item committed and substituted in accordance with the requirement of the department and no claim on this amount shall be entertained. The contractor will have to complete the whole building as per architectural plans submitted by the Chief Architect Haryana by the Architect hired by the department for the work.
- xxii. All material left at site by the contractor for a period of more than one month after the completion of work shall become the property of the public works department and Contractor shall have no claim whatsoever for such material.
- xxiii. The Contractor shall maintain at site of work full details of specification of the work fixed by the 'Principal, A.I. Jat H.M. College, Rohtak' and approved drawing of the work.
- xxiv. Nothing extra shall be paid to the Contractor for diversion of water in the channels stream if it becomes necessary for the execution and completion of the work.
- xxv. The Contractor will not have any claim in case of delay by the Department for removal of tree or shifting, raising, removing of telegraph, telephone or electric lines (Over head or under ground) and other structure, if any, which comes in the way of the work.
- xxvi. The percentage above and below HSR including ceiling premium if any should be quoted by the Contractor after making due diligence of the items in the BOQ and item rates for NS items in BOQ should be quoted without any condition. In case any condition is tendered this will be considered as null and void and only percentage above and below HSR item rates quoted for NS items by the tenderer shall be considered. In case any tenderer refuses to accept this, action shall be initiated as per provisions in the Bid Security Declaration Form or Bid Security shall be encashed.

32. Relation with Public Authorities:

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

SCHEDULE OF ADDITIONAL CONDITIONS

1. Upon completion and before offering the work for acceptance the Contractor shall be remove all false work, executed and useless materials, rubbish, temporary building constructed by him and shall leave the site and adjustment area in a neat and clean condition at the entire satisfaction of the Principal and the entire Building Committee.
2. The Principal, reserves the option to take away any item of work or any part thereof at any time during the currency of the contract and re-allot it to any other agency with due notice to the contractor without liability of any kind or payment of any compensation.
3. The contractor has to make his own arrangements for water, bricks, wood and every other item required directly or indirectly for completion of work, except those mentioned in the material statement of their N.I.T.
4. No claim shall be entertained on account of increase in price of labour and material due to any cause whatsoever.
5. In case of emergency the contractor shall be required to pay his labour every day and if this not done. The College will make the requisite payment and recover the same from the contractor.
6. Actual quantities of completed and accepted work shall be paid.
7. No pits shall be dug by the contractor near the site of work or within the College land for taking out earth for use on the works. In case of default the pits so dug will be filled in by the department at the cost of the contractor plus fourteen percent department charges.
8. The rates to be quoted by the contractor shall be inclusive of octroi, terminal tax, royalty and all other taxes and charges. These are for complete work in all respects.
9. The contractor shall not be entitled for any payment on account of work done till he signs his agreement.
10. Nothing extra shall be paid for any lead and lift otherwise specified for any material required directly or indirectly and the rates to be given in the tender should include all leads in the contract schedule.
11. The Contractor shall be responsible for any and all losses of material, damage done to unfinished work as a result of floods and other acts of God. The College will not be responsible for any compensation as a result of such damage or loss to the contractor and the contractor shall be liable to set right such damage at his own cost to the satisfaction of the Principal and the entire Building Committee.
12. The royalty, sales tax and other taxes, if any shall be paid by the contractor direct to the respective department in accordance with their rules and regulations in force time to time without intervention of the public works department.
13. Amount of work may be increased or decreased and any item omitted and substituted in accordance with the requirements of the department and no claim on this account shall be entertained.
14. Contractor shall be responsible to provide to the entire satisfaction of the Principal and the entire Building Committee at his own expenses the following amenities for the labour employed by him.
 - (i) Suitable temporary hutting accommodation.
 - (ii) Trends latrines, bathing enclosures plate forms separately for men and women and their regular cleanliness.
 - (iii) Clean drinking water:-

The event of his failure to provide any or all of the amenities the same shall be provided by the College and cost thereof shall be recovered from the contractor. Any

dispute regarding above points shall be settled by the Principal and the entire Building Committee and their decision shall be final.

15. The contractor shall be responsible for housing, sanitation and medical treatment of labourers employed by him and shall abide by all the rules and regulations made by the College in this behalf from time to time.
16. For contractors labour regulations fair wage clause and rules protection of health and sanitation arrangements for workers employed by the College by public works department and its contractor's reference be made to chapter 7.8 and 9 respectively.
17.
 - (i) The contractor shall be responsible for loss or damages to any material issued to him by the department from any cause whatsoever. In case, the material such as cement, steel, or any other commodity issued to the contractor by the Principal and the entire Building Committee for use directly on the aforesaid work or in manufacture of material required in connection there with is not utilized for the purpose for which it is issued and is otherwise disposed of any him or spoiled, or lost or allowed to get deteriorated or used in excess of the quantity actually required to be used as per specification herein stipulated of those fixed by the Principal and the entire Building Committee, the cost of such quantity of that material shall, without prejudice to other rights and remedies available to The College, be recoverable from the contractor at the rate at which it is agreed to be supplied to be contractor.
 - (ii) The recovery from contractor for the material consumed in excess or in short of the original requirements as per specifications herein stipulated or otherwise fixed by the Principal and the entire Building Committee, other than the variation to be regulated by the proceeding clause, shall be dealt with as under:-

For Excess Consumption of Material/s:

- (i) Upto 5% (five percent) No action is called for.
- (ii) Above 5% (five percent) if actual composition exceeds the critical consumption by more than 5% (five percent) recovery shall be made for the excessive consumption of material beyond initial five percent at double the rate at which it is agreed to be supplied to the Contractor.

B. For short Consumption of Materials

- (i) Where the work is done on through rate basis and the actual consumption of cement works out to be less upto 5% then the theoretical consumption the cement so saved shall be returned in good condition by the contractor to the stores and recovery of cost of cement thus saved, subject to the refunded to the contractor use of cement less than the prescribed norms will no effect the specification, quality and strength. It has also to be certified by the JE, SDE and XEN that the work has been carried out strictly in accordance with the relevant specification. The remaining provisions for recovery due to short of excess use of cement will be the same as provided in the chapter No. 27 of the Haryana specification.
- (ii) Less consumption by more than 5% (i.e. above 5%) the rates of items of work involved shall be reduced, if is not possible to determine the exact items on which less materials has been used, the cost of materials shall be recovered from the contractor at the issue rates. The Principal reserves that the materials shall be recovered from the contractor at the issue rates. The Principal and the Building Committee reserve the right to take any other deterrent action which he deems fit against the contractor.

It shall be at the discretion of the department to determine whether the stability of the structure is affected adversely due to less consumption of material and in case it is

- felt likely to be so the Principal and the entire building committee shall reject the work and decision of the Committee in such matter shall be final.
18. Should the tenderer modify or withdraw his tender without the written concurrence of the Principal within 90 (Ninety) days from the date of tender he is liable to be blacklisted besides forfeiture of earnest money and other penalty envisaged in the tender form.
 19. No claim of any kind whatsoever shall be entertained for any and all the losses or damages to the contractor due to the completion of the work getting delayed due to the failure or delay on the part of the public works deptt. under the terms and conditions of the contract.
 20. Apprentice Act – The contractor shall comply with the provisions of the apprentice Act, 1961 and the rules and orders issued there under from time to time. If the contractor fails to do so his failure will be breach of the contract and the Principal and the entire Building Committee may at their discretion cancel the contract. The contractor shall also be liable for any pecuniary liability arising on account of any violation by him of the provision of the Act.
 21. If for the execution of the work, the contractor will engage imported labour, he shall immediately inform the local health authorities entrusted with the work of eradication of malaria for their (labourers) inclusion in the surveillance operation and forgetting their blood examined from the aforesaid authorities in order to exclude malaria positive.
 22. Imported labour means labour belonging to a State other than Haryana State.
 23. All material left at side by the contractor for a period of one month after the completion of work shall become the property of the public department and contractor shall have no claim whatsoever for such material.
 24. The contractor shall supply at his own cost and expenses all labour material etc. for labour and checking of any portion of the work during construction. Whatsoever required by the Principal or his representative and nothing extra shall be paid for services.
 25. The contractor shall maintain at site of work full details of specification of the work fixed by the Principal and the entire Building Committee and all approved drawings of the work.
 26. The contractor shall maintain at site of work full details of specification of the work fixed by the Principal and the entire Building Committee and all approved drawings of the work.
 27. Nothing extra shall be paid of the contractor for diversion of water in the work in the channels stream if it becomes necessary for the execution and completion of work.
 28. Income tax will be deducted from the bill of the contractor according to section 194-C of the Income Tax 1961 and instructions from time to time.
 29. In case of delay in supply of cement, steel or any other material agreed to be supplied by the deptt. as per details in the N.I.T. or failure to supply the required quantity in time for execution of the work the contractor shall not be paid any compensation from any or resultant effects or losses.
 30. The contractor shall employ a duly accredited and experienced Resident Engineer as his agent in charge of the Execution of work instruction given by the Principal or his authorised representative to the agent shall have the same force as instructions given to the contractor.
 31. The contractor will not have any claim in case of delay by the Deptt. for removal or shifting, raising, removing of telegraph, telephone or electric lines (Over head of underground and other structure, if any, which comes in the way of the work).

32. Relation with Public Authorities:

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

33. Occupation of Additional Lands:

In case, when it becomes necessary for the due fulfilment of the contract for the contractor to occupy land outside the College limits the contractor shall make his own arrangements with the land owners and pay such amount as may be mutually agreed upon by them.

34. No claim by the contractor for additional payment will be allowed on the ground of any misunderstanding or misapprehension in respect of any such matter or otherwise or on the ground of any allegation or fact that incorrect information was given to him by any person whether in the employ of the College or not, or of the failure on his part to obtain correct information nor shall the contractor be relived from any risk or obligations imposed owner undertake, by him under the contract on any such ground or on the ground that he did not or could not fore see any matter which may in fact, effect or have affected the execution of the work.

35.1 During the absence of the Principal he shall be represented by one of his subordinates whose duties are to watch and supervise the works, to test and examine any materials to be used or workmanship employed to ensure that the work are performed in conformity with the plans, estimates and specifications in all respects and to keep Principal and the entire Building Committee informed of the progress of the work and the manner in which they are done. The Principal and the entire Building Committee may from time to time delegate any of the powers and authorities vested in them to the departmental representative in writing.

35.2 The departmental representative shall have no authority to alter or waive the provisions of plans and estimates and specifications or to relive the contractor of any of his duties or obligations under the contract. He shall however have the authority to inform the contractor in wiring to replace any material considered defective and to suspend, re- do rectify any work improperly performed or not according to plans and estimates or specifications in his judgements and the contractor shall comply.

35.3 Failure of the Departmental Representative to disapprove any work or materials shall not prejudice the power of the Principal and the entire Building Committee thereafter to disapprove such work or materials and to order the pulling down, removal or breaking up thereof. If the contractor shall be dissatisfied by reason of any decision of the department representative, he shall be entitled to refer the matter to the Principal who shall thereupon, confirm or reverse such a decision.

35.4 The contractor shall give or provide all necessary, constant and whole time superintendence during the execution of works and as long thereafter the Principal and the Building Committee may consider necessary by either,

(i) Personally superintending the work himself.

OR

(ii) Employing a skilled and qualified Resident Engineer through experienced in the type of work to be executed and fully authorised to receive & execute on behalf of the Principal and the entire Building Committee without delay and to promptly supply such materials, labour, equipments, tools and incidentals as may be required.

36.1 The contractor will be held strictly responsible to the intent of the specification in regard to quality of materials workmanship and the diligent execution of the contract.

36.2 All materials and each part of detail of the shall be subject at all times to inspection by the Principal and the Building Committee, Departmental Representative or other

authorised subordinates who shall be furnished with reasonable facilities and assistance by the contractor for ascertaining whether or not the work as performed or the materials used are in accordance with the requirements and intent of the work and specifications.

- 36.3 The contractor shall furnish written information to the Principal and the entire Building Committee stating the original source of supply and dates of manufactures of all materials manufactured away from the actual site of work. This information shall be furnished at least two weeks (or such other period as may be directed by this Principal and the entire Building Committee) in advance of the incorporation of any such materials in the works.
- 36.4 The contractor shall also inform the Principal in writing, when any portion is ready for inspection giving him sufficient notice to enable him to inspect the same without retarding the further progress of the work.
- 36.5 Any work done or materials used without supervision or inspection by the Principal and the Building Committee or the Departmental Representative is liable to be ordered to be removed and replaced at the contractor's expenses.
- 36.6 If so directed to contractor shall at any time before the acceptance of the work, remove or uncover such portion of the finished work as may be directed. After examination, the contractor shall restore the said portion of the work to the standards required by the specifications; the work shall not be considered to have completed in accordance with the terms of the contract until the Principal and the entire Building Committee shall have certified in writing that it has been completed to his satisfaction. No approval of material or workmanship or approval of the part during the progress of execution shall bind the Engineer in any way or affect his reject the work when alleged to be completed or to suspend the issue of his certificate the completion until such instructions have been affected as shall enable him to certify that the work has been completed to his satisfaction.
- 36.7 The inspection of the work or materials shall not relieve the contractor any of his obligations to fulfill the terms of the contract as herein prescribed by the plans and specification.
- 36.8 Failure to reject any defective work or material will not in any way prevent later rejection when such defect is discovered or obligate the department to make final acceptance.
- 37.1 Unless otherwise provided in the contract documents materials such as rubble, gravel, sand murrum Kankar earth, soil, etc. obtained from execution and materials obtained by dismantling any existing structures shall remain the property of the College, when deemed fit, the Principal and the entire Building Committee may within the approval of competent authority permit the use of such materials on the work in substitution of materials which the contractor would have otherwise provided, subject to the condition that suitable deduction shall be made in the rate of the items in which such materials are used.
- 37.2 Any trees, branches, bushes, crops etc. which may be required to be cut during the execution of the work shall be handed over to the public works department or disposed of as directed.
38. The contractor shall be required to keep at the site of the work the following Technical staff, for works costing Rs. 2 lacs and above as under:-
When costing Rs. lacs above One qualified Overseer (Diploma Holder) Upto Rs. 5 lacs in under execution. with at least 5 years experience.
When a work costing more than Rs. 5 One qualified Engineer (Degree Holder) with lacs is under Execution at least 5 years experience with suitable supplementary staff according to the requirement of work.

39. Department shall not be responsible for any depreciation in the value of securities, nor for any less of interest thereon.
40. Canvassing in connection with a tender in any form renders the tender liable to rejection.
41. In case of any discrepancy between description in a works and figures quoted by a tenderer the description in words shall prevail.
42. If there are varying or conflicting provisions made in any document forming part of the contract the accepting authority shall be the deciding authority with regard to the intension of the document.
43. No reference for arbitration shall be maintainable unless the contractor furnishes a security deposit of a sum determined according to the table given below and the sum so deposited shall, on the termination of the arbitration proceedings be adjusted against cost, if any, absence of any such cost being awarded, the whole of the sum be refunded to him within one month from the date of award.

Amount of Claim	Rate of Security Deposit
For claims below Rs. 10,000/-	2% of the amount claimed
For claims of Rs. 10,000 and above and below Rs. 1,00,000/-	5% -do-
For claims below Rs. 1,00,000/- and above	10% -do-

If, however, the contractor, the seeks to some assistance from the department in connection with arranging water/electric connection from the Public Utility Service authorities for the purposes of the College work such assistance only to the extent of writing a letter from the Principal to the authority concerned for giving such connection may be provided. All charges etc. shall be borne by the contractor.

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

44. The work will be carried out strictly in accordance with the P.W.D. specifications 1963 additional to applicable in Haryana State with upto date correction slips.
45. In this contract schedule items only essential portion of description of items has been written out it will deem to cover the entire items as described fully in Haryana P.W.D. Schedule.
46. The Principal and the Building Committee shall be entitled to order work against any item of work shown in the contract schedule of rates therein after called the schedule to any extent and without any limitation whatsoever required in his opinion for the purpose or work irrespective of the fact that quantities are committed altogether in the schedule and if shown less or more than the work ordered to be carried out.
47. The items of work not provided in this contract schedule of rates but executed at the site will be decided by the Principal and his decision shall be binding upon the contractor.
48. All the item in this contract of schedule of rates are subject to foot notes as given in Haryana PWD Schedule of dates 1988 regarding these items.
49. Approximate quantities are given in the contract schedule of rates and these can vary at the time of execution of work. The payment will however be made according to the actual work done by the contractor.
50. All the amendments issued in the Haryana PWD schedule of rates and these can vary at the time 1988 until date of opening the tender will be applicable on this contract schedule or rates.
51. The contractor will have to make his own arrangement of brick.
52. No claim will be entertained from the contractor in case any mistake in description rate or unit occurs in any of the items, taken in the schedule on account of typing or comparison or oversight. If there will be any such mistake, these will be rectified at any stage by the Principal and Building Committee.
53. For sanitary installation items or STR no. 19 schedule item number 30.64 HSR pipes which bear ISI certification marks shall be allowed to be used in the works.

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54. No claim shall be entertained on account of increase in price of labour and materials due to any caused whatsoever.
55. The 75% security will be refunded after three months of completion of work and 25% after payment of the final bill.
56. No pits shall be dug by the contractor near the site of work or within College's land for taking out earth for use on the work. In case of defects the pits so dug will be filled in by the department at the cost of contractor plus fourteen percent department charges.
57. The rate to be quoted by the contractor should be inclusive of octroi, terminal tax royalty sales tax and all other taxes and charges whatsoever these may be. These should be for complete work in all respects and nothing extra will be paid on any account.
58. The contractor has to make his own arrangement for all items required or indirectly for completion of the work except these mentioned on page __ if available of this N.I.T.
59. Water required for execution of this work will be made available from the pipeline already laid by the Department at contractor's cost. The carriage of water from the point of delivery to the work and its storage at suitable location will be done by the contractor at his own cost. He shall apply for connection etc. and necessary charges in the shape of security and others shall be deposited in the office. The charges of water shall be recovered from the contractor's bills @ 0.5% (1.75% in case of work at labour rate) of the gross work executed (Civil, E.I., PH and furniture etc.) as per Gen. Rule no. 9 of HSR 1988.
60. The contractor must remove all his material and debris and clean the site within 100 feet of the building after work is completed the debris shall be removed by the contractor out of the College Campus otherwise the same will be got done at his risk and cost. After one month from the date of completion of work the material as such would become the property of College.
 - a) The contractor shall be responsible for loss of damages to any material issued to him by the College from any cases whatsoever in case of material as provided on page __ of this N.I.T. material issued to the contractor by the Principal and the Building Committee for use directly on the aforesaid work or manufactured material required in connection with if any quantity is not utilised for the purpose which it is issued and is otherwise, disposed-off by him or spoiled or allowed to be used as per Principal, the cost of such quantity of that material shall without prejudice other rights and remedies available to the College be recoverable from the contractor at double the rate which it is agreed to supply the contractor. There recovery from the contractor of or the material consumer in excess of short of original requirement as per specifications herein stipulated or otherwise by the Principal other than variation detailed in the proceeding clause will be regulated as under: -

If actual consumption exceeds the original consumption by 5% or less, no action shall be taken.
If actual consumption exceeds the excessive consumption of material beyond 5% at double the issue rate, provided in the contract.
 - b) For short consumption of material:

Upto 5% (five percent the recovery of the cost of the material thus saved would be made from the contractor at the issue rates which material are agreed to issue (ii) less consumption of material more than 5%. The rates concerned items will be reduced where less material might have been consumed and the same would be reduced proportionately, to the material used lesser than prescribed.

Forever, there it is not possible to determine the exact items on which less material have been use the cost of material would be recoverable will be opened in case where the items or work become non-schedule and not-agreemental due to less consumption of material, the Principal may sanction such, non-schedule for non-agreement rate Rs. 2000/- where amount larger than these mentioned above involved rates will not be approved from the Principal and the entire Building Committee of the College. It should also be left to the Principal and the Building Committee to determine whether stability of the structural affected adversely by less consumption of the material and in case where he feels that it is likely to be so it is to information to reject the work and his decision in such case would be final.

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61. Nothing extra shall be paid for damage caused by rains and floods or any other act of God / Nature.
62. The Agency, who puts a Condition to claim interest on delayed payment due to any reason its offer, will be rejected out rightly.
63. The Managing Committee will not be responsible for any loss to the contractor on account of any failure on the part of the committee.
64. If any electric, water supply connection and any other amenity is required at site of work for completion, that will be arranged by the contractor at his own. The managing committee is only to help the contractor in this case as per terms and conditions of the agreement.
65. All construction material i.e. cement, steel, bricks, water and scaffolding etc. required directly or indirectly for the completion of work will be arranged by the contractor himself.
66. All construction material brought by the contractor will be confirming to latest relevant specification and to the entire satisfaction of the managing committee.
67. If, the managing committee finds that any workman/staff of the contractor is not of good conduct, that will be removed by the contractor from site immediately.
68. Only good quality potable water will be used in the construction work and no local underground water will be allowed in the work.
69. All NS items shall be prepared and approved by the Managing Committee and such approval shall be final and binding in all respects.
70. The tenders are advised to visit the site sufficiently in advance to the date fixed for submission of tender and anticipate the problems he would face in the arrangement of material and construction of work and he should quote his rates accordingly in submission of tender. If a contractor fails to visit the site he would be deemed to have visited the site and no claim would be entertained in this regard at a later stage.
71. The contractor will provide one set of Haryana PWD specification (latest edition) and copies of relevant ISI specifications at site of work all the times.
72. All type of taxes of the Govt. applicable/to be applicable will be deducted from the bills of the contractor
73. Additional Conditions applicable to performance of Contractor
 - I. Item for which no rate or price have been entered in, will not be paid for by Managing Committee when executed and shall be deemed covered by the other rates and prices in the bill quantities (Refer: ITB Clause 13.2 and conditions of contract Clause 43.3).
 - II. Where there is discrepancy between percentage written in figures and words while quoting rates for HSR items, the percentage written in words shall be considered. Where there is a discrepancy between unit rate and the figures written in words for NS items, total resulting from multiplying the unit rate by quantity, the unit rate quoted shall govern (ITB clause 27.1(b)).
 - III. The agency to whom the work is allotted will have to produce original voucher for all quantities in lieu of purchase of bitumen, steel and cement from the original manufacture or the authorized dealer/ distributors to the satisfaction of the 'Principal, A.I. Jat H.M. College, Rohtak' for ascertaining the genuineness of material. Attested copy of such voucher will have to be submitted along with the bills.
 - IV. The documentary proof of procurement of cement & steel from the reputed source and test result from CRRRI or Sri Ram Test House, New Delhi will be produced by the agency.
 - V. The contractor will be held strictly responsible to the true intent of the specification in regard to quality of materials, workmanship and the diligent execution of the contract.
 - VI. All materials and each part of detail of the work shall be subject at all times to inspection by the Principal, A.I. Jat H.M. College, Rohtak-in. Departmental Representative or other authorized subordinate who shall be

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furnished with reasonable facilities and assistance by the contractor for ascertaining whether or not the work as performed or the materials used are in accordance with the requirements and intent of the plans and specifications.

- VII. The contractor shall furnish written information to the 'Principal, A.I. Jat H.M. College, Rohtak' stating the original source of supply and dates of manufactures of all materials manufactured away from the actual site of work. The information shall be furnished at least two weeks (or such other period as may be directed by 'Principal, A.I. Jat H.M. College, Rohtak' in advance of the incorporation of any such materials in the works.)
- VIII. Any work done or materials used without supervision or inspection by the 'Principal, A.I. Jat H.M. College, Rohtak' /Departmental Representative is liable to be ordered to be removed and replaced at the contractor's expenses.
- IX. If so directed the Contractor shall at any time before the acceptance of the work, remove or uncover such portion of the finished work as may be directed. After examination, the contractor shall restore the said portion of the work to the standards required as per specifications. The work shall not be considered to have been completed in accordance with the terms of the contract until the Principal, A.I. Jat H.M. College, Rohtak shall have certified in writing that it has been completed to his satisfaction. No approval of materials or workmanship or approval of part of the work during the progress of execution shall bind the Principal, A.I. Jat H.M. College, Rohtak in any way or effect his power to reject the work when alleged to be completed or to suspend the issue of his certificate of completion until such alterations or modifications or reconstructions have been affected as shall enable him to certify that the work has been completed to his satisfaction.
- X. The inspection of the work or materials shall not relieve the Contractor any of his obligation to fulfill the terms of the contract as herein prescribed by the plans and specifications.
- XI. Failure to reject any defective work or material will not in any way prevent later rejection when such defect is discovered or obligate the department to make final acceptance.
- XII. If, the contractor seeks to some assistance from the department in connection with arranging water/electric connection from the public utility service authorities for the purpose of Govt. work such assistance only to the extent of writing a letter from the 'Principal, A.I. Jat H.M. College, Rohtak' to the authority concerned for giving such connection may be provided. All charges etc. shall be borne by the contractor.
- XIII. The contractor may, on application of the contractor, issue essentiality certificate for Diesel/Petrol (if it becomes a controlled commodity) required for materials to be used on the work but the department will not undertake any responsibility for the arrangement of such Petrol/Diesel, Non availability of any such materials will not absolve the contractor of his contractual obligation. No claim of any kind what-so-ever shall be entertained for any and all the losses or damages to the contractor due to the completion of the work getting delayed due to the failure or delay on the part of the public works department under the terms and conditions of the contract.
- XIV. The contractor shall supply at his own cost and expenses all labour materials etc. for labour and checking of any portion of the work during construction.
- XV. Whosoever required by the 'Principal, A.I. Jat H.M. College, Rohtak' or his representative and nothing extra shall be paid for same.
- XVI. Occupation of Additional Lands:
In case, when it becomes necessary for due fulfillment of the contract for the contractor to occupy land outside the P.W.D. limits the contractor shall make his own arrangement with the land owners and pay such amount, as may be mutually agreed upon by them.

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- XVII. No claim by the contractor for additional payment will be allowed on the ground of any misunderstanding or misapprehension in respect of any such matter or otherwise on the ground of any allegation or fact that incorrect information was given to him by any person whether in the employ of the Govt. or not or of the failure on his part to obtain correct information nor shall the contractor be relieved from any risk or obligations imposed on or undertaken by him under the contract on any such ground or on the ground that he did not or could not fore-see any matter which may in fact, effect or have affected the execution of the work.
- XVIII. During the absence on work of the 'Principal, A.I. Jat H.M. College, Rohtak' he shall be represented by one of his subordinate whose duties are to watch and supervise the works, to test and examine any materials to be used or workmanship employed to ensure that the works are performed in conformity with the plans, estimates and specifications in all respects and to keep 'Principal, A.I. Jat H.M. College, Rohtak' informed of the progress of the works and the manner in which they are done. The 'Principal, A.I. Jat H.M. College, Rohtak' may from time to time delegate any of the powers and authorities vested in him to the departmental representative in writing.
- XIX. The Departmental representative shall have no authority to alter or waive the provisions of plans and estimates and specifications or to relieve the contractor or any of his duties or obligations under the contract. He shall however, have the authority to inform the contractor in writing to replace any materials considered defective and to suspend, to do, or rectify the work improperly performed or not according to plans and estimates or specifications in his judgment and the contractor shall comply.
- XX. Failure of the Departmental Representative to disapprove any work of materials shall not prejudice the power of the 'Principal, A.I. Jat H.M. College, Rohtak' thereafter to disapprove such work or materials and to order the pulling down, removal or breaking up thereof. If the contractor shall be dissatisfied by reason of any decision of the Departmental representative, he shall be entitled to refer the matter to the 'Principal, A.I. Jat H.M. College, Rohtak'. Who shall thereupon confirm or reverse such a decision.
- XXI. The contractor shall also inform the 'Principal, A.I. Jat H.M. College, Rohtak' in writing when any portion is ready for inspection giving him sufficient notice to enable him to inspect the same without retarding the further progress of the work.
- XXII. Unless otherwise provided in the contract document materials such as rubble, gravel sand, murrum, kankar earth, soil, etc. obtained from excavation and materials obtained by dismantling any existing structures shall remain the property of the Government.
- XXIII. Any trees branches, bushes, crops etc. which may be required to be cut during the execution of the work shall be handed over to the Public Works Department or disposed of as directed.
- XXIV. The contractor will submit the design of temporary structure scaffolding to department in advance without any cost. The contractor will remain responsible for design and safety of scaffolding irrespective of approval by the Principal, A.I. Jat H.M. College, Rohtak.
- xxv. The contractor shall use canal water for construction of building or water from any other sources as approved by the 'Principal, A.I. Jat H.M. College, Rohtak'. Water should be got tested at regular intervals i.e. maximum of 2 (two) months from the laboratory approved by the 'Principal, A.I. Jat H.M. College, Rohtak' and no extra cost will be paid for the same. Water to be used shall meet latest IS standard as per IS 456/other relevant codes.

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- (i) A. FOR EXCESS CONSUMPTION OF MATERIALS FROM THE THEORETICAL CONSUMPTION
- (ii) No Claim for Excess Consumption of material other than those specified shall be entertained by the department.

B. FOR SHORT CONSUMPTION OF CEMENT

- (i) Upto 5%, the recovery of cost of material thus saved shall be made from the contractor at the base price as applicable on the date of tender.
- (ii) Less consumption by more than 5% (i.e. above 5 %) the rates of items of work involved shall be reduced. If it is not possible to determine the exact items on which less material has been used, the cost of the material so saved shall be recovered from the contractor at double the issue rate. The Principal, A.I. Jat H.M. College, Rohtak reserves the right to take any other deterrent action which he deems fit against the contractor. It shall be at the discretion of the department to determine whether the stability of the structure is affected adversely due to less consumption of materials and in case it is felt that it is likely to be so, the 'Principal, A.I. Jat H.M. College, Rohtak' shall reject the work and the decision of 'Employer/Principal' in such matter shall be final.

74. Conditions for MAINTAINENCE-CUM-DEFECT LIABILITY PERIOD [Building Works]

- 74.1 The defect liability-cum-maintenance period shall be **two years** from the date of completion in case of original works. For maintenance and S/R works, defect liability period will be **one year** and re-painting / white wash/ snowcem / distempering will not be required. The date of completion shall be considered as the date certified by the 'Principal, A.I. Jat H.M. College, Rohtak'.
- 74.2 The Principal, A.I. Jat H.M. College, Rohtak shall give notice to the contractor of any defects before the end of the effects Liability-cum-Maintenance Period. The Defects Liability-cum-Maintenance period shall be extended for as long as defects remain to be corrected.
- 74.3 The Contractor shall correct the notified Defect / Defects within the length of time as specified by the Principal, A.I. Jat H.M. College, Rohtak's, notice.
- 74.4 The contractor will be fully responsible for the quality and workmanship of the works executed by him. The liability on account of shortcomings in executed items found by any investigating agency during the defect liability period or afterwards shall be born by the agency.
- 74.5 The Contractor shall do the routine maintenance of building to the required standards in the manners as per Haryana PWD specifications latest edition, DNIT, agreement conditions and keep the whole building in defect free condition during defect liability period as defined above.

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- 74.6 The routine maintenance standards shall meet the following minimum requirements to the entire satisfaction of 'Principal, A.I. Jat H.M. College, Rohtak':-Plaster work and flooring work to be repaired soon after these appear or brought to his notice either during contractor's monthly inspection or by the Principal, A.I. Jat H.M. College, Rohtak or otherwise. Repair shall be carried out in a manner which does not affect the aesthetics.
- 74.6.1 Defective joinery such as door, window, cup-board shutters, chowkhats, wire gauge, glass panes, fitting, fixtures etc. to be rectified / replaced immediately after the defects appear.
- 74.6.2 Any structural damage / fault / defect to be rectified to the satisfaction of 'Principal, A.I. Jat H.M. College, Rohtak' as soon as the same appears.
- 74.6.3 Defective or incomplete/improper white washing / colour washing, distempering, painting etc. to be rectified immediately on notice by the 'Principal, A.I. Jat H.M. College, Rohtak'.
- 74.6.4 All rain water pipes, sun-shades and the like components to be inspected every fortnightly and cleaned as and when required.
- 74.6.5 Leakage of water of any kind in the building to be set right immediately on priority.
- 74.6.6 All electrical / Public Health installations including wiring, pipelines etc. made in the building to be repaired / rectified / replaced as soon as any defect has appeared / notice.
- 74.6.7 The agency shall make good all the items / works damaged during the repair being done by him and bring the same in original form.
- 74.6.8 Any other maintenance operation required to keep the building use worthy at all the time during the maintenance period.
- 74.6.9 He shall maintain a register in the building for daily recording the defects, damages, shortcomings noticed by user and address the problem within three days or else he will approach the 'Principal, A.I. Jat H.M. College, Rohtak' for extension of this time.
- 74.6.10 Before the end of defect-cum-maintenance period is completed, all damaged door /window should be replaced as per original work. All malfunctioning fittings and fixtures of doors/ windows and woodwork, Public Health fixtures, taps etc. of the whole building should be replaced to the satisfaction of Principal, A.I. Jat H.M. College, Rohtak/ Employer as per original work will be carried out

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by the contractor.

- 74.7 To fulfill the objectives laid down in above sub clauses, the Contractor shall undertake detailed inspection of the building at least once in a month. The 'Principal, A.I. Jat H.M. College, Rohtak' can reduce this frequency in case of emergency. The Contractor shall forward to the 'Principal, A.I. Jat H.M. College, Rohtak' the record of inspection and rectification every month. The contractor shall pay particular attention on the maintenance of building during rains and rainy season.
- 74.8 The Principal, A.I. Jat H.M. College, Rohtak may issue notice to the Contractor to carry out maintenance or remove defects, if any, notice in his inspection, or brought to his notice. The contractor shall remove the defects within the period specified in the notice and submit to the 'Principal, A.I. Jat H.M. College, Rohtak' a compliance report. By not giving notice, will not absolve the contractor from his responsibility.
- 74.9 In case the Contractor fails to make good the defects, the Executive Principal, A.I. Jat H.M. College, Rohtak may employ any other person to make good such defects and all expenses consequent and incidental there to shall be borne by the Contractor.
- 74.10 The contract shall not be considered as completed until a defect liability- cum-maintenance certificate has been signed by the Principal, A.I. Jat H.M. College, Rohtak and delivered to the contractor stating that the works have been completed and maintained to his satisfaction. The defect liability-cum-maintenance certificate shall be given by the Managing Committee/Principal/Employer.
- 74.11 Department shall not be responsible for any depreciation in the value of securities, not for any loss of interest thereon.
- 74.12 There will be double lock system for the cement store. One Key of the lock will be with the representative of the department and other key of the lock will be with the agency.

**Technical
Specifications For
Electrical Works, Lifts, LAN, EPBAX,
CCTV, Fire Alarm, Audio Video
System, Public Address, BMS, Access
Control, DG Set**

TECHANICAL CONDITION for EI work

1. The recovery of the pipe already laid will be made on measurement rate basis or point rate basis or on actual expenditure basis which ever is on high side. In case of Departmental work, 10% supervision charges shall also be added.
2. Conduit pipe where already laid for wiring purpose will be delivered to the contractor in absolutely clean condition with round inspection boxes duly painted, covered and whole system tested. After the conduit system is handed over to the contractor to whom the work is allotted, he will be responsible for its upkeep.
3. During execution of work, if the contractor does not lay pipe and its accessories in the slab within time prescribed by the Principal, A.I. Jat H.M. College, Rohtak-in-Charge of the work, the Deptt. can then lay the said pipe-departmentally at contractors risk and cost without operating the clause 2 and 3 of the contract agreement.
4. Separate conduit pipe for power plug with independent circuit wires shall be laid.
5. Multi plugs shall be provided in all the buildings.
6. C-Series MCB will be provided for air conditioner wiring and no extra payment will be made and only one make of MCB's will be used in whole work.
7. Vertical type of MCB distribution boards will be provided wherever required as per design.
8. The contractor is also allowed to use MCBs duly ISI marked of more then 9 KA breaking capacity for which no extra payment will be made.
9. The make of enclosure will be same as that of MCB of standard size having thickness 1.6 mm and 1.2 mm in case of TPN and SPN enclosure respectively.
10. All MCCBs upto 220 Amp will have 25 KA minimum breaking capacity and above 220 amp. MCCBs will have 50 KA minimum breaking capacity. All MCCBs will have magnetic thermal release and rotary operating mechanism duly interlocked and only one make of MCCBs shall be used in whole work. No extra payment on this account shall be made.
11. The thickness of M.S. Sheet of switch boxes should be of 16 gauges for which no extra payment will be made.
12. The fan boxes sheet should be 16 gauge and anodized for which no extra payment will be made.
13. The contractor shall install the material from the list of approved electrical material appended in the NIT. Material not covered in the list will be used as per HSR-2021, and PWD Specifications-1990.
14. The contractor must ensure preparation and submission of pipe diagram, wiring diagram, key diagram etc. as required vide PWD Specifications.
15. Where ISI recommends multi stranded conductor of cable, cable with multi-stranded conductor only will be used on work.

16. Rates should be quoted by the tenderer both in word and in figure, in case of any difference between the two, the lowest of the same shall be considered as final rate.
17. The rates of bus bar includes the cost of all Labour and material required to complete the job in all respect including thimbles etc. of the same material as that of bars. The support for bars will be made of porcelain. No extra payment in this regard will be given.
18. The tenderer must either be 'A' Class Electrical Contractor enlisted with Haryana PW(B&R) Deptt. or he must sublet the electrical work to a sub contractor possessing the above qualification. The Sub contracting will be done with the written approval of Managing Committee/ Principal, A.I. Jat H.M. College, Rohtak.
19. All the street light fittings, bulbs and cables will be got inspected by the contractor at the works/Go down of the manufacturer before installation at site. A certificate will also be produced/ submitted by the contractor about the authenticity of purchase of above material from the authorized source.
20. Only HYLAM make ISI make (I.S.2036-1995) white Bakelite sheet will be used without any extra cost.
21. The rates mentioned in the NIT are for complete item including cost of all accessories, material, labour, tool plants, water electricity bills etc. Unless otherwise specified. No extra payment for the same shall be made.
22. The minimum size of MS control switch boards for controlling one fan point and one light point shall not be less than 20cm x 25cm x 10cm.
23. The MS box for telephone, Intercom and Bell push shall be installed of size 100mm x 100mm x 60mm in place of 75mm x 75mm x 60mm.
24. The tender having ambiguous/confusing rates and conditions shall be summarily rejected.
25. The quantity/amount of NIT can be increased or decreased.
26. No Road cut charges shall be paid.
27. The contractor shall install two number check nuts and one No. PVC threaded Bush for each pipe in MS inspection boxes. The contractor shall also install PVC flanged bush in the junction boxes for each pipe. No extra payment on this account will be made. The contractor shall quote the rates accordingly.

L.T. panel: -

General: - This distribution board shall be fabricated out of 14 gauge sheet steel cubical type suitable for floor mounting end or dead front type. Suitable rubber gaskets shall be provided between all opening and joint to make the distribution board dust, moisture and vermin proof. The distribution board shall be suitable for indoor location and shall consist of the bus bar chambers both vertically and horizontally and the cable entry for the distribution shall be from bottom. Distribution board will consist of a number of vertical sections. Each vertical section shall be divided in to a few standard sizes of the compartment. The equipment for the various incoming and out going feeders shall be housed in a separate compartment. Each compartment door of distribution board shall be provided with inter locking arrangement with the handle of the respective switches/ MCCB such that the door can not be opened unless the switches are in the off position. Vertical cable entry shall be provided on each section of the distribution board for cabling purpose. Continues bus bar of copper shall be provided at the bottom along the entire

length, cable compartment with concealed hinged front door will be fully segregated from the main horizontal/ vertical bus bar of equipment module. The distribution board shall be painted with a suitable enameled shade after necessary primary treatment. The distribution board shall be suitable for operation on 415 volts 3 phase 50 cycles per second A.C. supply system.

Bus Bar: - The high conductivity copper bus bar provided in the chambers shall be duly tinned and insulated and rigidly supported at the short intervals by strong 12mm thick non inflammable hylam partitions. The partitions shall be so designed so as to with stand the stress, which can normally occur on short circuits. Further, The bus bars and links shall be of flat copper duly tinned so that the contact between bus bars shall be easily accessible from front for any connections and inspection etc.

The bus bars chamber should have of strong metal having no possibility of any dents, due to accidents and damage, which could result into electrical fault. Bus bars chamber shall be of unit type construction and have standard flanges opening at the top and bottom on both side so that any modification, extension can be easily effected at the site.

Test Certificate: - A test certificate from the manufacturer shall be handed over to the department before installation of the panel specifying that the panel conform to relevant ISS/ PWD specifications.

Wiring Diagram: - After completion of the work complete diagram showing connections to the various equipment on the board is to be prepared by the contractor and to be submitted to the department along with final bill of the work. In case contractor fails to supply the diagram amount @ 0.5% of the work executed shall be deducted from the contractor's final bill.

Connection: - Inter connections from bus bar chamber to the different molded case circuit breaker / air circuit breaker should be through solid copper bars of the required capacity duly tinned and insulated for which no extra payment will be made.

ADDITIONAL CONDITIONS (E.I.)

1. A tenderer shall be deemed to have full knowledge of the relevant documents, samples, site etc. whether he inspects them not.
2. The department reserves the right to withdraw any item or any portion of the work while allotting the work / approving the tender case or during execution of work.
3. The rates mentioned in the NIT are for complete items including cost of all accessories, materials, labour, tools plants and water electricity bill etc. Unless otherwise specified.
4. In case of any error or omission in the description rates and unit etc. of HSR items it will be applicable as mentioned in the schedule of rate 2021 corrected up to date except mentioned as above. Further in case of any confusion or imperfection of the HSR item the confidential detailed analysis of HSR shall be applicable and still there is any dispute in this regard the decision of the Principal, A.I. Jat H.M. College, Rohtak shall be final.
5. The jurisdiction of the court will be the District Court of concerned district head quarter.
6. The recovery of the pipe already laid will be made on measurement rate basis or point rate basis or on actual expenditure basis whichever is on high side. In case of Departmental work, 10% supervision charges shall also be added.
7. Conduit pipe where already laid for wiring purpose will be delivered to the contractor in absolutely clean condition with round inspection boxes duly painted, covered and

whole system tested. After the conduit system is handed over to the contractor to whom the work is allotted, he will be responsible for its upkeep.

8. During execution of work, if the contractor does not lay pipe and its accessories in the slab within time prescribed by the Principal, A.I. Jat H.M. College, Rohtak in-Charge of the work, the Principal can then get the said pipe laid departmentally/other sources at contractors risk and cost without operating the clauses of the contract agreement. Recovery of such work executed departmentally/other source shall be made at market rate+10%.
9. Separate conduit pipe for power plug with independent circuit wires shall be laid.
10. Multi plug socket shall be provided for light & power plugs.
11. Call bell shall be dingdong/music only as per site requirement.
12. C-Series MCB will be provided for air conditioner / motor wiring without any extra cost.
13. MCB's shall be of minimum 9 KA breaking capacity.
14. The make of enclosure will be same as that of MCB of standard size having thickness 14.6 mm and 1.2 mm in case of TPN and SPN enclosure respectively.
15. All MCCB's up to 220 Amp. will have 25KA minimum breaking capacity and above 220amp. MCCB's will have 50 KA minimum breaking capacity. All MCCB's will have magnetic thermal release and rotary operating mechanism duly interlocked and only one make of MCCBs shall be used in whole work. No extra payment on this account shall be made.
16. The thickness of M.S. Sheet of switch boxes/ fan boxes should of minimum 1.6 mm.
17. The contractor shall install the material from the list of approved electrical material appended in the NIT. Material not covered in the list will be used as approved by Principal, A.I. Jat H.M. College, Rohtak-in-charge of site.
18. The contractor must ensure preparation and submission of pipe diagram, wiring diagram, key diagram etc. as required vide PWD Specifications.
19. PVC insulated Stranded / multi strand wire shall be allowed to be used. Similarly where ISI recommends multi stranded conductor of cable, cable with multi-stranded conductor only will be used on work. PVC insulated PVC sheathed under ground cable as per IS: 1554 Part-I is to be used. However the firm shall be allowed to used XLPE insulated PVC sheathed cable as per IS: 7098 Part-I. No extra payment on this account shall be made. The contractor should quote the rate accordingly.
20. The rates of bus bar include the cost of all Labour and material required to complete the job in all respect including thimbles etc. of the same material as that of bars. The support for bars will be made of porcelain.
21. The tenderer must either be 'A' Class Electrical Contractor enlisted with Haryana PWD B&R or he must sublet the electrical work to a sub contractor possessing the above qualification. The Sub contracting will be done with the written approval of the Principal, A.I. Jat H.M. College, Rohtak for value

upto 25 lacs. For work more than Rs. 25 Lacs the Principal/Managing Committee, A.I. Jat H.M. College, Rohtak shall be competent authority.

22. The Electrical part of bill of quantity of the agreement will be got executed by and under the supervision of the Principal, A.I. Jat H.M. College, Rohtak and all the running payment of electrical works will be made by him. However copy of final bill will be sent to Principal, A.I. Jat H.M. College, Rohtak to include in the final bill. The over all technical supervision of electrical work shall be of the Principal, A.I. Jat H.M. College, Rohtak and any technical instructions given by him will have to be adhered to strictly by the contractor.
23. If desired by Principal, A.I. Jat H.M. College, Rohtak, the electrical material will be got inspected by the contractor at the works / Go down of the manufacturer / dealer before installation at site. A certificate will also be produced/ submitted by the contractor about the authenticity of purchase of above material from the authorized source.
24. ISI make (I.S.2036-1995) white Bakelite sheet 3mm thick will be used on the work. The contractor should quote rates accordingly.
25. The rates mentioned in the NIT are for complete item including cost of all accessories, material, labour, tool plants, water electricity bills etc., unless otherwise specified.
26. The minimum size of MS control switch boards for controlling one fan point and one light point shall not be less than 20cm x 25cm x 10cm.
27. The contractor shall install two number check nuts and one No. PVC threaded Bush for each pipe in MS inspection boxes. The contractor shall also install PVC flanged bush in the junction boxes for each pipe.
28. If the agency does not fill / quote the rate of any item then it will be considered as nil and same item will be executed by the agency free of cost. The agency will have to give an undertaking on account of above otherwise earnest money will be forfeited. In addition to this Principal, A.I. Jat H.M. College, Rohtak may also black list the agency.
29. The department can withdraw any item from the contract agreement of the agency and gets it executed from other sources.
30. In case of rewiring & special repair work the old dismantled material if any will be handed over to the department by the contractor and the receipt obtained will be submitted along with first bill.
31. The MS box for telephone, TV, intercom and bell push shall be installed of size 100mm x 100mm x 60mm.
32. In case of over head line, minimum distance of street light poles from the over head line must be maintained as per Indian Electricity rule direction. Shut down to the over head line from electricity department should be taken before doing the work under such over head lines. Work in the campus where over head line is existing should be carried out in the presence of SDE / ASDE / JE. The contractor will be fully responsible for any damage / loss due to laps on this account.
33. Only experience of Central Govt. / State Govt. Department will be considered for this work.

34. The date of warranty will be start on the date of installation of the transformer, Panel and allied equipments for this work
35. Minor civil repair including but not limited to chiseling plaster, paint will be in the scope of firm / contractor.
36. The bidder will offer inspection at the place of manufacturing. The bidder will bear the cost of travelling (to and fro). Boarding on lodging of atleast two officers/ officials.
37. These conditions shall supersede the similar conditions found contrary elsewhere in the DNIT.
38. It will be mandatory for contractor to get the complete installation cleared / approved from CEI Haryana after completion. The inspection fee will be deposited by the firm metering equipment will also be got cleared for DHBVNL by the contractor including depositing necessary feed etc.
39. Firm/ contractor will offer inspection of all major materials at manufacturer place and will bear the to and for including boarding & loading expenses for atleast two person.
40. A tenderer shall be deemed to have full knowledge of the relevant documents, samples, site etc. whether he inspects them not.
41. The department reserves the right to withdraw any item or any portion of the work while allotting the work / approving the tender case or during execution of work.
42. The rates mentioned in the NIT are for complete items including cost of all accessories, materials, labour, tools plants and water electricity bill etc. Unless otherwise specified.
43. In case of any error or omission in the description rates and unit etc. of HSR items it will be applicable as mentioned in the schedule of rate 2021 corrected up to date except mentioned as above. Further in case of any confusion or imperfection of the HSR item the confidential detailed analysis of HSR shall be applicable and still there is any dispute in this regard the decision of the Principal, A.I. Jat H.M. College, Rohtak shall be final.
44. The jurisdiction of the court will be the District Court of concerned district head quarter.
45. The recovery of the pipe already laid will be made on measurement rate basis or point rate basis or on actual expenditure basis which ever is on high side. In case of Departmental work, 10% supervision charges shall also be added.
46. Conduit pipe where already laid for wiring purpose will be delivered to the contractor in absolutely clean condition with round inspection boxes duly painted, covered and whole system tested. After the conduit system is handed over to the contractor to whom the work is allotted, he will be responsible for its upkeep.
47. During execution of work, if the contractor does not lay pipe and its accessories in the slab within time prescribed by the Principal, A.I. Jat H.M. College, Rohtak, the college Principal can then get the said pipe laid departmentally/other sources at contractors risk and cost without operating the clauses of the contract agreement. Recovery of such work executed departmentally/other source shall be made at market

rate+10%.

48. Separate conduit pipe for power plug with independent circuit wires shall be laid.
49. Multi plug socket shall be provided for light & power plugs.
50. Call bell shall be dingdong/music only as per site requirement.
51. C-Series MCB will be provided for air conditioner / motor wiring without any extra cost.
52. MCB's shall be of minimum 9 KA breaking capacity.
53. The make of enclosure will be same as that of MCB of standard size having thickness 1.6 mm and 1.2 mm in case of TPN and SPN enclosure respectively.
54. All MCCB's up to 220 Amp. will have 25KA minimum breaking capacity and above 220amp. MCCB's will have 50 KA minimum breaking capacity. All MCCB's will have magnetic thermal release and rotary operating mechanism duly interlocked and only one make of MCCBs shall be used in whole work. No extra payment on this account shall be made.
55. The thickness of M.S. Sheet of switch boxes/ fan boxes should of minimum 1.6 mm.
56. The contractor shall install the material from the list of approved electrical material appended in the NIT. Material not covered in the list will be used as approved by Principal, A.I. Jat H.M. College, Rohtak.
57. The contractor must ensure preparation and submission of pipe diagram, wiring diagram, key diagram etc. as required vide PWD Specifications.
58. PVC insulated Stranded / multi strand wire shall be allowed to be used. Similarly where ISI recommends multi stranded conductor of cable, cable with multi-stranded conductor only will be used on work. PVC insulated PVC sheathed under ground cable as per IS: 1554 Part-I is to be used. However the firm shall be allowed to used XLPE insulated PVC sheathed cable as per IS: 7098 Part-I. No extra payment on this account shall be made. The contractor should quote the rate accordingly.
59. The rates of bus bar include the cost of all Labour and material required to complete the job in all respect including thimbles etc. of the same material as that of bars. The support for bars will be made of porcelain.
60. The tenderer must either be 'A' Class Electrical Contractor enlisted with Haryana PWD B&R or he must sublet the electrical work to a sub contractor possessing the above qualification. The Sub contracting will be done with the written approval of the Principal, A.I. Jat H.M. College, Rohtak, for value upto 25 lacs. For work more than Rs. 25 Lacs the Principal/Managing Committee, A.I. Jat H.M. College, Rohtak shall be competent authority.
61. The Electrical part of bill of quantity of the agreement will be got executed by and under the supervision of the Principal/Managing Committee, A.I. Jat H.M. College, Rohtak and all the running payment of electrical works will be made by him. However copy of final bill will be sent to Principal, A.I. Jat H.M. College, Rohtak to include in the final bill. The over all technical supervision of electrical work shall be of the Principal, A.I. Jat H.M. College, Rohtak and any technical instructions given by him

will have to be adhered to strictly by the contractor.

62. If desired by Principal, A.I. Jat H.M. College, Rohtak, the electrical material will be got inspected by the contractor at the works / Go down of the manufacturer / dealer before installation at site. A certificate will also be produced/ submitted by the contractor about the authenticity of purchase of above material from the authorized source.
63. ISI make (I.S.2036-1995) white Bakelite sheet 3mm thick will be used on the work. The contractor should quote rates accordingly.
64. The rates mentioned in the NIT are for complete item including cost of all accessories, material, labour, tool plants, water electricity bills etc., unless otherwise specified.
65. The minimum size of MS control switch boards for controlling one fan point and one light point shall not be less than 20cm x 25cm x 10cm.
66. The contractor shall install two number check nuts and one No. PVC threaded Bush for each pipe in MS inspection boxes. The contractor shall also install PVC flanged bush in the junction boxes for each pipe.
67. If the agency does not fill / quote the rate of any item then it will be considered as nil and same item will be executed by the agency free of cost. The agency will have to give an undertaking on account of above otherwise earnest money will be forfeited. In addition to this Principal, A.I. Jat H.M. College, Rohtak-in-Charge of work may also black list the agency.
68. The department can withdraw any item from the contract agreement of the agency and gets it executed from other sources.
69. In case of rewiring & special repair work the old dismantled material if any will be handed over to the department by the contractor and the receipt obtained will be submitted along with first bill.
70. The MS box for telephone, TV, intercom and bell push shall be installed of size 100mm x 100mm x 60mm.
71. In case of over head line, minimum distance of street light poles from the over head line must be maintained as per Indian Electricity rule direction. Shut down to the over head line from electricity department should be taken before doing the work under such over head lines. Work in the campus where over head line is existing should be carried out in the presence of SDE / ASDE / JE. The contractor will be fully responsible for any damage / loss due to laps on this account.
72. Only experience of Central Govt. / State Govt. Department will be considered for this work.
73. The date of warranty will be start on the date of installation of the transformer, Panel and allied equipments for this work
74. Minor civil repair including but not limited to chiseling plaster, paint will be in the scope of firm / contractor.
75. The bidder will offer inspection at the place of manufacturing. The bidder will bear the cost of travelling (to and fro). Boarding on lodging of atleast two officers/ officials.

76. These conditions shall supersede the similar conditions found contrary elsewhere in the DNIT.
77. It will be mandatory for contractor to get the complete installation cleared / approved from CEI Haryana after completion. The inspection fee will be deposited by the firm metering equipment will also be got cleared for DHBVNL by the contractor including depositing necessary feed etc.
78. Firm/ contractor will offer inspection of all major materials at manufacturer place and will bear the to and for including boarding & loading expenses for atleast two persons.

TECHNICAL SPECIFICATION OF LIFTS

ALARM BELL

1. A battery operated emergency alarm bell with rechargeable cells and recharger including wiring shall be provided and connected to a clearly marked push button in the car operating panel. Alarm bell shall be located outside at the ground floor landing.

RAILING

2. Suitable size of railing shall be provided on the car top for safety.

PAINTING

3. All exposed elevator material shall be properly painted to the entire satisfaction of Principal, A.I. Jat H.M. College, Rohtak.

COUNTER WEIGHT SCREEN

4. Proper counter weight screen shall be provided at the hoist way pit.
5. Fire resistant traveling cable shall be used as per relevant ISI specifications.

HOISTWAY DOOR INTERLOCKS

6. Each hoist way door shall be provided with approved interlocks which will protect the movement of car away from the landing unless all doors are closed and locked. The interlocks shall also prevent opening of the door except at the landing where the car is stopping or has stopped.

SAFETY GEARS

7. The car movement shall be controlled through Governor including speed in descending and free fall, limiting the speed to safe limits as per relevant I.S.I.

HANDICAP COMPATIBILITY

8. All Lift of capacity 13 passenger or more than 13 persons shall be handicapped compatibility and necessary provisions shall be made accordingly.
9. Enlistment as contractor in the department for original manufacturer of elevators is not required
10. Erasing and over Writings are not permissible. All amendments, corrections and insertions must be signed by the firms
11. Rates should be quoted for complete LIFT with ARD and AMC separately in words and in figures. In case there is any difference in rates between words and figures, the lower of the two will be taken as correct.
12. The tender shall remain valid upto 120 days from the date of opening of quotation. With the issuing of acceptance/ allotment letter to the contractor within this period, the contract agreement will stand concluded even without signing of contract agreement and in case the contractor fails to commence the work, his earnest money will stand forfeited and action under clause 45 of A & B of the contract agreement will also be taken in addition to the forfeiture of earnest money. In case the contractor withdraws or amends his offer within this period i.e. 120 days or before the issue of acceptance/allotment letter, his earnest money will only stand forfeited. The contractor will also be liable to be debarred/ blacklisted in both the cases.
13. Only Manufacturer of lift as mentioned in BOQ are allowed to bid for the work.
14. Firms are advised to visit the site sufficiently in advance of the date fixed for submission of the quotation. The firms shall be deemed to have full knowledge of all

the relevant documents, samples, sites etc. whether they inspect them or not.

DATE OF COMPLETION

15. Certified date of completion will be accepted after 30 days uninterrupted trouble free trail run of lift after commissioning. This trail run period is excluded from the contractual period

ACCOMMODATION

16. Necessary lockable accommodation for storing of lift material shall be provided by the department. The contractor shall however, be responsible for watch and ward of material brought at site against damage and theft and losses due to any reason including natural calamities.

17. No living accommodation for the elevator staff shall be provided by the department.

LIFE OF LIFT.

18. The lifts are deemed to have life span of 20 years. Under no circumstances, the lifts will be declared obsolete during the above period by the firm. The firm shall be bound to keep/maintain sufficient inventory of Parts/Assemblies required for maintaining the lifts for 20 years' life.

20) The work shall conform to IS- 1860 –1980/ or latest, IS: 4666-1980 and all other relevant IS (BIS) specifications mutatis mutandis.

21 The reference floor for call collection and start of lift, in case of any fault shall be the nearest/same floor where the lift will stop after operation of ARD. offer should be inclusive of this arrangement and no extra payment will be made for this.

22) For wiring purposes ISI mark heavy gauge welded MS conduit/GI/aluminum troughing /flexible pipe shall be used.

SAFETY

23 Under no circumstances the lift shall operate when the car door or landing door is in open position. If lift will be found in operation without proper barricading when the door of either landing or car is open, it will be treated as serious negligence on the part of firm and firm shall be held responsible for all direct damages arising there from.

SCOPE OF WORK TO BE DONE BY DEPTT.

24 (a) To provide proper hoist way along with pit in plumb with permissible variation of + 100mm, (-) 50mm, without any projection

inside the hoist way, duly plastered and white washed.

(b) To provide light with bulb & 5amp plug point in the middle of each landing level inside hoist way.

(c) To provide adequate size machine room with hoisting beam / hook, doors and windows of proper size, ventilation, duly plastered and white washed.

(d) To provide sufficient light , power socket & exhaust fan in machine room.

(e) To provide trap door of desired size (exact dimensions to be supplied by the contractor) with 5mm thick MS plate cover fixed in angle iron frame.

(f) To provide permanently fixed 3 phase and single phase supply terminated through main switches / MCCBs, along with double earthing in machine room. Electricity shall be provided by the department on payment basis for erection purpose and free of cost for testing and commissioning

(g) To provide proper access to machine room. If steel step ladder will be provided then it will have proper hand rail on both sides.

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SCOPE OF WORK TO BE DONE BY CONTRACTOR

- 25 (a) To provide doorsills, doorframes, machine beams, bearing plates, buffer support channels, fascia plates.
(b) To provide scaffolding.
(c) To provide all cut pockets / rope holes and grout bolts to fix rails, brackets.
(d) To do all minor building work comprising cutting and repair thereof.
(e) To adjust doorsills.
(f) To furnish drawings showing general arrangements of the elevator equipment for approval from Principal, A.I. Jat H.M. College, Rohtak before the work is begun.
(g) To provide temporary barricading with caution boards at each landing to prevent accident during execution and maintenance of work.
(h) To provide steel ladder for access to lift pit.
(i) To do all necessary work to support machines in machine room including RCC pedestal if required.

AMBIENT TEMPERATURE

26. The lift should work satisfactorily without requiring /necessitating cooling system for control panel, motor or any system or part thereof on ambient temperature upto 55 degree centigrade.

COST COMPARISION OF TENDER.

- 27 For cost comparison of quotation, maintenance charges shall be added to the cost of original work as per formula: Total cost of quotation = Cost of original work + AMC charges quoted in quotation x No. of years of AMC.

PAYMENT

- 28 The firm shall not be entitled for any payments on account of work done by them till he signs the agreement.
29 30 % advance against bank guarantee of equal cost, 50% supply of material, 10 % on completion & balance 10% on commissioning

FINANCIAL & TAXES

30. Earnest money in the shape of bank guarantee valid for one year will also be acceptable.
31 10% (Ten Percent) security shall be deducted from each bill of the firm subject to maximum 5% (inclusive of earnest money already deposited) of the agreement amount. The security/performance guarantee in shape of bank guarantee valid for 18 months shall also be acceptable which shall be deposited in full before the first payment & will be refunded after completion of free maintenance period.
32 Income Tax / Sales tax /works contract tax/ labour cess /service tax / GST at source as and if applicable will be deducted on the amount of the work done from all running and final bills .Necessary TDS certificate will be issued by the department.
33 The rates shall be inclusive of all charges at the time of quoting however variation due to increase/decrease in rates of statutory duties, taxes etc. and any new levies during execution of original/maintenance work, as per the contract agreement shall be to the account of the department.
34 IEEMA price variation is not acceptable within the original time limit. If the delay is on account of department IEEMA will be payable for such period only. If the delay in completion is on the part of firm, no IEEMA price variation shall be payable.
35 In case of force major circumstances, time extension will be granted on proof of the same but no IEEMA price variation will be payable.
36 The agencies shall submit separate rates for lifts with vandal proof and Moon Rock/Honey Comb Scratch resistant stainless steel. Stainless steel to be used shall be decided by the department.

JURISDICTION OF COURT

37 Jurisdiction of court will be at concerned district headquarter.

INSPECTION

- 36) Manufacturer test certificate should be given by the contractor for Motors, Ropes, control panels and other assemblies. It will be certified by the firm that all the equipment supplied is tested and it conforms to relevant standards and specifications provided in contract agreement. Contractor shall get the lifts inspected from Chief Electrical Inspectorate/Nodal agency for inspection of lifts. The required inspection charges shall be paid by the firm and reimbursed to the firm by the department on proof of payment.

FREE MAINTENANCE

- 37 After 30 (thirty) days uninterrupted and trouble free operation maintenance Service for equipment furnished under the specifications shall be provided free of cost for labor, material and spare parts for a period of 12 (Twelve) months. The free service shall include examination of the installation during regular working hours by trained employees and shall include all necessary adjustments, greasing, oiling, cleaning, setting right of defects including replacement of defective parts with genuine standard parts as required to keep the equipment in proper operation.
- 38 During the free maintenance period lift will have to be maintained and inspected regularly at least once in a month and as and when called by Principal, A.I. Jat H.M. College, Rohtak or his representative due to fault / breakdown without any charges.
- 39 There shall not be delay of more than 24 (Twenty four) hours in removal of minor break down /defect and four days including day of complaint and holidays for the major break down /defect reported in station where quotationer has lift service organization. At other place it shall not be more than 48 (Forty eight) hours and 6 (six) days inclusive of holidays respectively. In case firm do not attend to above complaint and rectifies defects within above specified period then, free maintenance period will be extended by 2 (Two) times the delayed period beyond the prescribed period .

GUARANTEE

- 40 The elevator contractor shall guarantee that the material and workmanship of the Apparatus installed by him under these specifications are new and of first quality in every respect and for that he will make good any defect for the period for 12 (Twelve) months plus extended period of free maintenance from the date of completion of 30 (thirty) days trouble free operation .

COMPENSATION FOR DELAY

41. 0.5% of incomplete portion of work per week, maximize 5 % of the contract value.

NOTICE / RESCINATION OF AGREEMENT:-

42. In any case in which under clause or clauses of this contract the contractor has rendered himself liable to pay compensation amounting to the whole of his security deposit (whether paid in one sum or deducted by installments. The Principal, A.I. Jat H.M. College, Rohtak shall have power to adopt any following course/s he may deem best suited to the interest of the college.

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- (a) To rescind the contract of which recession notice in writing to the contractor under the hand of Principal, A.I. Jat H.M. College, Rohtak shall be conclusive evidence & in which case the security deposit of the contractor shall stand forfeited & be absolutely at the disposal of Govt.
- (b) To measure the work of the contractor, & to take such part there of as shall be unexpected out of his hands & to give it to another contractor to complete in which case any expenses which may be incurred in excess of the sum which would have been paid to the original contractor of the whole work had been executed by him (of the amount of such excess, the certificate in writing of the Principal, A.I. Jat H.M. College, Rohtak shall be final & conclusive shall be borne & paid by the original contractor & may be deducted from any money due to him by Govt. under the contract or otherwise or from his security deposit.

In the event of any above courses being adopted by the Principal, A.I. Jat H.M. College, Rohtak, the Contractor shall have no claim to compensation for any loss sustained by him by reason of his having purchased or produced any material or entered into any engagement or made any advances on account of or with a view to the execution of the work for the performance of contract. And in case of the contract shall be rescind under the provision aforesaid, the contractor shall not be entitled to recover or be paid any sum for any work there to for actually performed under the contract, unless & until the Principal, A.I. Jat H.M. College, Rohtak will have certified in writing the performance of such work & the payable in respect thereof & he shall only be entitled to be paid the value so certified.

- 43. Agreement amount will stand automatically enhanced if there is any increase due to applicability of IEEMA clause or any other statutory variation in taxes and duties levied after the date of quotation subject to the condition that this enhanced amount does not require revision of detailed estimate/administrative approval. For any other excess proper enhancement will be sought from the competent authority as per usual practice/rules.
- 44. The agencies shall submit their tender of lifts with the specifications/conditions given in the quotation document only. They will not give their own specifications/conditions separately in general. If there is any deviation in specifications/conditions from those given above then only those particular specifications/conditions shall be given in the first envelop meant for technical bids.
- 45. **TRAVEL:** - Travel of lift will be measured as per IS 3534-1976 or latest i.e from floor level of 1st landing to floor level of last landing.
- 46. Before quoting the rates the bidder should visit the site and ensure that the lift well is as per the size/ specifications given in the tender documents. In case the lift well is under construction, it will be liability of bidder to timely check the same.
- 47. The lower of quoted AMC rates and standard AMC rates as mentioned in DNIT will be payable to L-1 bidder.

IEEMA PRICE VARIATION CLAUSE FOR ELEVATOR WORKS CONTRACTS

The price quoted/confirmed is based on the cost of raw materials/components and labour cost as on the date of quotations and the same is deemed to be related to wholesale price index number for metal products and all India average consumer price index number for industrial workers as specified below. In case of any variation in these index numbers, the price shall be subject to adjustment up or down in accordance with the following formula:-

$$P = \frac{P_o}{100} \left[15 + 55 \frac{MP}{MP_o} + 15 \frac{W_o}{W_o} (D) + 15 \frac{W_o}{W_o} (D) \right]$$

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- P = Price payable as adjusted in accordance with the above price variation formula.
- Po = Price quoted/confirmed.
- Mpo = Whole sale price index number for metal products as published by the office of "the Economic Advisor, Ministry of Industry, Government of India, in their weekly bulleting, Revised Index Number of wholesale prices for the week ending first Saturday of the relevant calendar month.
- Wo = All India Consumer price index number for industrial workers as published by Labour Bureau, Ministry of Labour, Government of India for the relevant calendar month.
- The above index numbers Mpo & Wo are those published by Government of India as prevailing on the first working day of the calendar month FOUR months prior to the date of tendering e.g. when offer is submitted in June 1998 then the applicable indices Mpo will be as prevailing of the 1st Saturday of February 1998 and Wo would be that for the month of February 1998.
- MP = Whole sale price index number for metal products as published by the office of "the Economic advisor, Ministry of Industry, Government of India, in their weekly bulletin revised index number of wholesale prices. The applicable whole sale price index number for metal products as the 1st Saturday of month covering the date FOUR months prior to the date of delivery.
- Wo(D) = All India average consumer price index number for industrial workers as published by Labour Bureau, Ministry of Labour, Government of India.
- The applicable all India. Average consumer price index number for Industrial workers prevailing for the month covering the data FOUR months prior to the date of delivery of manufactured material and would be as published by Govt. of India.

PRICE VARIATION CLAUSE FOR COMPREHENSIVE MAINTENANCE CONTRACTS FOR ELEVATORS/ ESCLATORS

The price of comprehensive maintenance contractors for elevators/escalators is to be revised oat the end of one year period on the basis of the following variation formula :-

$$P = \frac{Po}{100} + \frac{15}{100} \times \frac{W - Wo}{Wo} + \frac{25}{100} \times \frac{MP - MPo}{MPo} + \frac{10}{100} \times \frac{FP - FPo}{FPo}$$

Wherein:

- P= Revised price payable in accordance with the above formula.
- Po = Previous year's confirmed price for the maintenance contract.
- W = All India average consumer price index number for industrial workers, as published by the Labour Bureau, Ministry of Labour, Govt. of India.
- This index number is as applicable for the month, six months prior to the date of commencement of previous year's contract.
- MPo= The final wholesale price index number for metal products as published by the office of the Economic advisor, Ministry of Industry, Govt. of India.
- This index number is as applicable on the 1st Saturday of the month, six months prior to the date of commencement of previous year's contract.
- FPo= The final wholesale price index number for fuel, power, light and lubricants as published by the office of the Economic Advisor, Ministry of Industry, Govt. of India.
- This index number is as applicable on the 1st Saturday of the month, six months prior to the date of commencement of previous year's contract.
- W= All India average consumer price index number for Industrial workers is as published by the Labour Bureau, Ministry of Labour, Govt. of India.
- This index number is as applicable for the month, six months prior to the date of commencement of the revised contract

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- MP= The final wholesale price index number for metal products as published by the office of the Economic Advisor, Ministry of Industry, Govt. of India.
This index number is as applicable on the 1st Saturday of the month, six months prior to the date of commencement of previous year's contract.
- FP= The final wholesale price index number for fuel, power, light and lubricants as published by the office of the Economic Advisor, Ministry of Industry, Govt. of India.

This index number is as applicable on the 1st Saturday of the month, six months prior to the date of commencement of previous year's contract.

ADDITIONAL CONDITIONS FOR MTC. CONTRACT.

1. *AMC means AMC after completion of free maintenance period specified in the agreement.*
2. *The work will be carried out as per relevant IS: Specifications and other general codes and practices.*
3. *Sales Tax / Income Tax/ labour cess /GST /Service tax as and if applicable will be deducted from all bills. However, certificate for TDS will be issued by the department.*
4. *The jurisdictions of court shall be at district head quarter concerned of work.*
5. *After expiry of free maintenance period, AMC shall come into force. AMC charges for first year will be calculated on updated value of original work contract agreement after including up to date IEEMA price variation. The maintenance charges will be increased/ decreased every year on the basis of IEEMA Price variation clause. The first maintenance period will be from expiry of free maintenance period to the end of financial year i.e. 31st March Subsequently the maintenance charge shall be fixed on 1st April every year and will remain current throughout the financial year without any variation. However any statutory variation / new imposition of taxes and duties will be to the account of the department*
6. *The firm will maintain a reasonable inventory of genuine spares parts in their service depot, so that faults in the lifts do not remain unattended for want of spares. During the free maintenance period lift will have to be maintained and inspected. Regularly at least once in a month and as and when called by Principal, A.I. Jat H.M. College, Rohtak or his representative, due to fault/breakdown without a charges.*
7. *The firm will deploy only trained and appropriate skilled personnel to keep the equipment properly adjusted and they will use all reasonable care to maintain the elevator in proper and safe operating conditions, which will include manpower i.e. 2 operators cum technician with 10 hr. shift of each on all the seven days of week.*
8. *This maintenance contract includes replacement of all minor and major parts/assemblies including their cost and cost of all other material/consumable and tools etc. and labour required to maintain these lifts in proper working order. The maintenance of the following items will also be included in the contract.*
9. *Denting /Painting of Car enclosure panels, Car doors, Landing doors, Handrails. Replacement of Light diffuser, Bulbs, Tubes, Mirrors, Floor covering carpets, external wiring to elevator, hoist way and machine room, other Architectural features & replacement of batteries for alarm, Emergency light, ARD, Intercom,*
10. *The firm shall remove the breakdown during or after working hours and even on holidays on receipt of information at the firm control station from the authorized representatives of PW (B&R) Department or the client department in whose premises the lifts are working. The firm will intimate the complaint number to the complainant at the time of reporting the breakdown. Machine room key shall be*

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made available to authorized technician of the firm on arrival at site. The breakdown rectification report shall be signed by the department for record of issue of spares and keeping time record of the firms service personnel. The firm personnel will also sign the log book of respective lift in token of attending the complains & removal of defects and other observations recorded by department officers /officials to complete satisfaction.

11. The firm shall set right the lift in working condition within 24 (Twenty-four) hours for the minor defects and within 4(four) days including day of complaint for the major breakdown after receipt of the complaint at their center, if service center of the firm exists at that station and within 48(Forty-Eight) hours and 6 (six) days for minor and major breakdown respectively, in case service center of the firm does not exist at that station. If the complaint is not attended within the specified period, beside not paying AMC charges for delayed period, compensation of two days AMC charges for every delay of one day or part thereof per lift shall be levied, but the total amount of compensation during a year shall not exceed 10% (Ten Percent) of the annual maintenance charges of relevant year. The Principal, A.I. Jat H.M. College, Rohtak on representation from the firm may reduce the amount of compensation and his speaking decision in writing shall be final. Even after levying the compensation equivalent to 10 % (Ten percent) of the contract amount if the firm does not attend the complaint, the firm will not be paid AMC for the defaulting period.
12. Any work which may be rendered necessary due to revision of the existing Govt. Municipal or elevator acts promulgated subsequent to the date of installation of elevator or new design/development/modernization work will be covered under maintenance contract. The lift will have to be got inspected for requisite clearance from the Nodal inspecting agency after every specified time fixed by the Nodal agency.
13. The firm shall become liable for compensation in accordance with the Indian law and Regulations in the event of any accident occurring to any person using, intending to use the elevator or otherwise due to the fault in the elevator on account of failure to keep the lifts in proper working order or non compliance of statutory provision for safety measures.
14. The parts if replaced by the firm shall be OEM parts matching with the existing equipment. Defective/removed /unserviceable parts will be the property of the firm.
15. The bill of maintenance charges should be properly prepared and scrutinized by the Chartered Accountant of the firm with the supporting papers of price indices at the time of submission of first maintenance contract bill of financial year.
16. After completion of maintenance contract or termination of contract mid-way due to any reason what-so-ever, the firm will hand over the lift in working order with every parts /assembly intact. In case, if any part / assembly is found missing/defective or of substandard specifications due recovery will be made for such a deficiency and other measures to effect such recovery as deemed fit will be taken against the firm.
17. The department will have prerogative to discontinue the maintenance contract of any or all the lifts without assigning any reason at any time for any or all the lifts without paying any compensation for such an act. However, a valid one-month notice will be given before taking any such action as mentioned above or maintenance charges will be paid for the period for which notice falls short.
18. Separate agreement of AMC shall be prepared yearly on agreed rates, terms and conditions on completion of one-year free maintenance period. It shall stand concluded and will become operative from the next day of expiry of free maintenance period even without signing of contract agreement.
19. 10% (Ten percent) security shall be deducted from each bill of the firm which

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shall be maximum to 5% of contract value and shall be refunded after completion of AMC period. Or alternatively security can be deposited by the firm in shape of bank guarantee for the required amount and validity.

AMC CHARGES

20. *After completion of free maintenance period of one year from the date of completion as above, the firm will be bound to carry out paid comprehensive maintenance i.e. repair and replacement of all installation including consumable items etc. for next ten years for which the firm will quote the rates on BOQ template.*
21. *The bidder will arrange the necessary safety certificate from Chief Electrical Inspector including insurance and all other formalities. However, department will reimburse the Govt. fee and other charges subsequently.*

Payment of this maintenance will be done on half yearly basis after deducting the Statutory taxes.

22. The standard AMC rates are as following: -

(i)	1st year (after one year guarantee period)	@ 4% of capital cost
(ii)	2nd year	@ 4.5% of capital cost
(iii)	3rd year	@ 4.75% of capital cost
(iv)	4th year	@ 5% of capital cost
(v)	5th year	@ 5.5% of capital cost
(vi)	6th year	@ 5.75% of capital cost
(vii)	7th year	@ 6% of capital cost
(viii)	8th year	@ 6.5% of capital cost
(ix)	9th year	@ 6.75% of capital cost
(x)	10th year	@ 7% of capital cost

The lower of above mentioned rates and quoted AMC rates will be paid to L-1 bidder.

These additional conditions shall supersede the similar conditions found contrary elsewhere in DNIT.

Section 6

Bill of Quantities

Preamble

- 1) The Bill of quantities shall be read in conjunction with the instructions to Bidders, Conditions of contract, Technical Specifications and Drawings.
- 2) The quantities given in the Bill of Quantities are estimated and provisional, and are given to provide a common basis for bidding. The basis of payment will be the actual quantities of work ordered and carried out, as measured by the contractor and verified by the Principal, A.I. Jat H.M. College, Rohtak and valued at the rates and prices tendered in the priced Bill of Quantities, where applicable, and otherwise at such rates as the Principal, A.I. Jat H.M. College, Rohtak may fix within the terms of the Contract.
- 3) The rates and prices tendered in the priced Bill of Quantities shall, except in so far as it is otherwise provided under the Contract, include all constructional plant, labour, supervision, materials, erection, maintenance, insurance, profit, all taxes (but excluding GST) and duties, together with all general risks, liabilities and obligations set out or implied in the Contract.
- 4) The rates and prices shall be quoted entirely in Indian Currency.
- 5) A rate or price shall be entered against each item in the Bill of Quantities, whether the quantities are stated or not. The cost of Items against which the contractor has failed to enter a rate or price shall be deemed to be covered by other rates and prices entered in the Bill of Quantities.
- 6) The whole cost of complying with the provisions of the Contract shall be included in the items provided in the priced Bill of Quantities, and where no Items are provided the cost shall be deemed to be distributed among the rates and prices entered for the related Items of work.
- 7) General directions and descriptions of work and materials are not necessarily repeated or summarized in the Bill of Quantities. References to the relevant sections of the contract documentation shall be made before entering rates or prices against each item in the Bill of Quantities.
- 8) Errors will be corrected by Managing Committee for any arithmetic errors pursuant to clause of the Instructions to Bidders.
- 9) Any items of work not provided in the contract schedule of rates if required to be executed will be paid as per Haryana PWD schedule of rates 2021 plus ceiling premium as applicable in DNIT subject to the premium tendered by the contractor. In case of non schedule item, these will be paid by the 'Principal, A.I. Jat H.M. College, Rohtak' based on market rates of that time after getting approval from the competent authority and will be binding upon the contractor.
- 10) The work will be carried out strictly in accordance with the PWD book of specification 1990 edition, CPWD Specifications and MoRT&H Specifications as applicable and that will form part and parcel of this contract agreement.

- 11) The 'Principal, A.I. Jat H.M. College, Rohtak' shall be entitled to order work against any item or work shown in this contract schedule of rates hereinafter called the "Schedule" to any extent and without any limitation whatsoever as may be required in his opinion for the purpose of work irrespective of the fact the quantities are omitted altogether in the "Schedule" or shown more or less than the work ordered to be carried out.
- 12) In this contract schedule of rates only essential portion of items has been written, but it will deem to cover the entire items as fully described in Haryana PWD schedule rates 2021 till the date of opening of tender and will be applicable on this contract schedule of rates.
- 13) All the items in this contract schedule of rates 2021 subject to the foot notes given in the Haryana PWD schedule of rates 2021 till the date of opening of tender and will be applicable on this contract schedule of rates.
- 14) Quantities given in the BOQ may vary at the time of execution of works done at site by the contractor.
- 15) Unless otherwise specified all material, machinery and labour input are to be arrange by the contractor.
- 16) All amendments issued to the Haryana PWD schedule of rates will be applicable on the contract schedule of rates.
- 17) As and when contractor gives condition that arrangement of water shall be made by the department, it shall be deemed that all the charges incurred thereon shall be borne by the department and recovery on the total work done shall be made from him.
- 18) No claim will be entertained from the contractor in case of any mistake in description, rate or unit occurred on account of typing or comparison or over sight. If there is any mistake, the same shall be rectifiable by the 'Principal, A.I. Jat H.M. College, Rohtak' at any stage as per Haryana PWD schedule of rates 2021 and all the amendments received from time to time.
- 19) The premium should be quoted above or below for HSR items and individual rates for NS Items. No conditional offer should be made. In case any conditions is tendered, this will be considered as null and void and only the premium or discount quoted by the tender shall be accepted. In case any tender refused to accept the above afterwards, his earnest money will be forfeited or the action as per conditions of Bid Security Declaration Form shall be taken.
- 20) Tender premium will not be allowed on new N.S. items.
- 21) Rate quoted by the contractor for each N.S. item shall be for complete job including all taxes (but excluding GST) , carriage etc. Nothing extra on any account shall be paid.
- 22) The payment will be made according to the actual work done by the contractor.

Section 7

Standard Forms

Letter of Acceptance

and

Other Forms

Standard Forms

(A) Letter of Acceptance

LETTER OF ACCEPTANCE

(Letterhead paper of the Employer)

No. _____

Dated _____

To

_____ (Name and address of the Contractor)

Dear Sirs,

This is to notify you that your Bid dated _____ for execution of the _____ (name of the contract and identification number as given in the contract data) for the contract Price of Rupees _____ (amount in words and figures), as corrected and modified in accordance with the Instructions to Bidders1 is hereby accepted.

You are hereby requested to furnish Performance Security, (and additional security for unbalanced bids in terms of ITB Clause 29.3) *[where applicable]* in the form detailed in Clause 34.1 of ITB for an amount equivalent to Rs. _____ within 15 days of the receipt of this letter of acceptance valid up to 28 days from the date of expiry of **Defect Liability-cum-Maintenance Period** i.e. up to _____ and sign the contract, failing which action as stated in Clause 34.3 of ITB will be taken.

Yours faithfully,

Authorized Signature

Name and title of Signatory

Name of Employer

for and on behalf of President, Jat Education Society
(Regd.), Rohtak

(B) Issue of Notice to Proceed with the Work

ISSUE OF NOTICE TO PROCEED WITH THE WORK

(Letter head of the Employer)

No. _____

Dated

To

_____ (Name and address of the Contractor)

Dear Sirs:

Pursuant to your furnishing the requisite Performance Security as stipulated in ITB Clause 34 and signing of the Contract for the work of _____

_____ at a bid price of Rs. _____.

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

Yours faithfully,

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

(C) Standard Form of Agreement

STANDARD FORM: AGREEMENT

This Agreement, made the _____ day of _____ 20_____,
between _____

_____[name and address of
Employer]

(hereinafter called “the Employer”) of the one part, and

[name and address of Contractor] (hereinafter called “the Contractor” of the other part).

Whereas Managing Committee is desirous that the Contractor execute

_____[name and identification number of Contract]

(hereinafter called “the Works”) and Managing Committee has accepted the Bid by
the Contractor for the execution and completion of such Works and the remedying of
any defects therein at a cost of 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, and they shall be deemed to form and be read and construed as part of this Agreement.
2. In consideration of the payments to be made by Managing Committee to the Contractor as hereinafter mentioned, the Contractor hereby covenants with Managing Committee to execute and complete the Works and remedy any defects therein in conformity in all aspects with the provisions of the Contract.

3. Managing Committee hereby covenants to pay the Contractor in consideration of the execution and completion of the Works and remedying the defects within the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.
4. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz:
 - i) Letter of Acceptance;
 - ii) Notice to Proceed with the works;
 - iii) Contractor's Bid;
 - iv) Contract Data;
 - v) Special Conditions of Contract and General Conditions of Contract;
 - vi) Specifications;
 - vii) Drawings;
 - viii) Bill of Quantities; and
 - ix) Any other document listed in the Contract Data as forming part of the Contract.

In witness whereof, the parties thereto have caused this Agreement to be executed the day and year first
before written.

The Common Seal of _____

was hereunto affixed in the presence of:

Signed, Sealed and Delivered by the said _____

in the presence of:

Binding Signature of Employer _____

Binding Signature of Contractor _____

(D) Form of Unconditional Bank Guarantee from Contractor for Performance Bank Guarantee

(BANK GUARANTEE)

WHEREAS, _____ [Name of Bidder] (hereinafter called “the Bidder”) has submitted his Bid dated _____ [date] for the construction of _____ [name of contract hereinafter called “the Bid”].

KNOW ALL PEOPLE by these presents that

We _____
[name of Bank] of _____ [name of country] having our registered office at _____ (hereinafter called “the Bank”) are bound unto _____ [name of Employer] (hereinafter called “the Employer”) in the sum of _____ * for which payment well and truly be made to the said Employer the Bank itself, his successors and assigns by these presents.

SEALED with the common seal of the said Bank this _____ day of _____, 20

THE CONDITIONS of this obligation are;

(1) If after Bid opening the Bidder withdraws his bid during the period of Bid validity specified in the form of tender.

OR

(2) If the Bidder having been notified to the acceptance of his bid by Managing Committee during the period of Bid validity:

(a) fails or refuses to execute the Form of Agreement in accordance with the Instructions to Bidders, if

required; or

(b) fails or refuses to furnish the Performance Security, in accordance with the Instructions to Bidders; or

We undertake to pay to Managing Committee up to the above amount upon receipt of his first written demand, without Managing Committee having to substantiate his demand, provided that in his demand Managing Committee will note that the amount claimed by him is due to him owing to the occurrence of one or any of the three conditions, specifying the occurred condition or conditions.

This Guarantee will remain in force up to and including the date _____ ** days after the deadline for submission of Bids or as such deadline as is stated in the Instructions to Bidders or as it may be extended by the Employer, notice of which extension(s) to the Bank is hereby waived. Any demand in respect of this guarantee should reach the Bank not later than the above date.

DATE _____

SIGNATURE _____

WITNESS _____

SEAL

[Signature, name and address]

* The Bidder should insert the amount of the guarantee in words and figures denominated in Indian Rupees.

** 45 days after the end of the validity period of the Bid. Date should be inserted by the employer before the Bidding documents are issued.

Earnest Money Declaration Form

(in case of bidder is registered as contractor with Haryana Government on Haryana)

(refer Clause 16.2 of Section 1)

1. I hereby submit a declaration that the bid submitted by the undersigned, on behalf of the bidder, (name of the Bidder), shall not be withdrawn or modified during the period of validity i.e. not less than 120 (one hundred twenty) days from the bid due date.
2. I, on behalf of the bidder, (Name of Bidder), also accept the fact that in case the bid is withdrawn or modified during the period of its validity or if we fail to sign the contract in case the work is awarded to us or we fail to submit a performance security before the deadline defined in clause 34.1 of the tender document, then (Name of Bidder) will be debarred for participation in the tendering process in any of the Department/Boards/Corporations etc. of the Government of Haryana for a period of Two year from the bid due date of this work

(Signature of the Authorized Signatory)
(Official Seal)

PERFORMANCE BANK GUARANTEE

To

_____[name of Employer]
_____[address of Employer]

WHEREAS _____[name and address of Contractor] (hereafter called “the contractor”) has undertaken, in pursuance of Contract No. _____dated _____to execute _____[name of Contract and brief description of Works] (hereinafter called “the Contract”).

AND WHEREAS it has been stipulated by you in the said Contract that the Contractor shall furnish you with a Bank Guarantee by a recognized bank for the sum specified therein as security for compliance with his obligation in accordance with the Contract;

AND WHEREAS we have agreed to give the Contractor such a Bank Guarantee:

NOW THEREFORE we hereby affirm that we are the Guarantor and responsible to you on behalf of the Contractor, up to a total of _____[amount of guarantee]* _____(in words), such sum being payable in the types and proportions of currencies in which the Contract Price is Payable, and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of _____[amount of guarantee] as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the contractor before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the Contract or of the Works to be performed there under or of any of the Contract documents which may be made between you and the Contractor shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification.

This guarantee shall be valid until 28 days from the expiry of the **Defect Liability-cum-Maintenance Period**.

Signature and Seal of the guarantor _____

Name of Bank _____

Address _____

Date _____

* An amount shall be inserted by the Guarantor, representing the percentage the Contract Price specified in the Contract including additional security for unbalanced Bids, if any and denominated in Indian Rupees.

(E) Format for Equipment/Machinery Lease Agreement

EQUIPMENT/ MACHINERY LEASE AGREEMENT

The Lease Agreement (the “agreement”) is made and entered on dated _____, by and between (“Lessor” and (“ Lessee”) (collectively referred to as the parties).

The parties agree as follows:-

1 Lessor hereby leases to Lessee the following machinery and equipment:

2 LEASE TERM: The Lessee will start on dated _____(begin date) and will end on dated _____(end date).

3 LEASE PAYMENT: Lessee agrees to pay lessor as rent for the equipment/ machinery the amount of Rs. _____(“RENT”) each month in advance on the first day of each month at _____(Address for rent payment) or at any other address designated by Lessor. s

4 LATE PAYMENT: If any amount under this agreement is more than _____days late, lessee agree to pay a late fees of Rs. _____per day.

5 SECURITY DEPOSIT: Prior to taking possession of the Equipment/ machinery, Lessee shall deposit with Lessor in trust, a security deposit of Rs. _____as security for the performance by Lessee of the terms under this agreement and for any damages caused by Lessee or Lessee’s agents to the equipment/ machinery during the lease term. Lessor may use part or all of security deposit to repair any damage to Equipment/ machinery caused by Lessee or Lessee’s agents. However, lessor is not just limited to security deposit amount and lessee remains liable for any balance. Lessee shall not use or apply any such security at any time in lieu of payment of rent. If lessee breaches any terms or conditions of this Agreement, Lessee shall forfeit any deposit, as permitted by law.

1. DELIVERY: Lessee shall not be responsible for all expenses and costs i) at the beginning of the Lease Term, of transporting the equipment/ machinery Lessee’s premises and ii) at the end of the Lease Term, of transporting the equipment/ machinery back to Lessor’s premises.
2. POSSESSION AND SURRENDER OF EQUIPMENT/ MACHINERY: Lessee shall be entitled to possession of the equipment/ machinery on the first day of Lease Term. At the expiration of the lease term, Lessee shall surrender the equipment/ machinery to Lessor by delivering the equipment/ machinery to Lessor or Lessor agents in good condition and working order, ordinary wear and tear excepted, as it was at the commencement of the agreement.
3. USE OF EQUIPMENT/ MACHINERY: Lessee shall only use the equipment/ machinery in a careful and proper manner and will comply with all laws, rules, ordinances, statues and orders regarding the use, maintenance of storage of the equipment/ machinery.
4. CONDITIONS OF EQUIPMENT/ MACHINERY AND REPAIR: Lessee or Lessee’s agent has inspected the equipment/ machinery and acknowledges that the equipment/ machinery is in good and acceptable condition.

5. **MAINTENANCE, DAMAGE AND LOSS:-** Lessee will, at Lessee's sole expense, keep and maintain the equipment/ machinery clean and in good working order and repair during the Lessee Term. In the event the equipment/ machinery is lost or damaged beyond repair, Lessee shall pay to Lessor the replacement cost of equipment/ machinery, in addition, the obligations of this Agreement shall continue in full force and effect through the Lease term.
6. **INSURANCE:** Lessee shall be responsible to maintain insurance on the equipment/ machinery with losses payable to Lessor against fire, theft, collision and other such risks as are appropriate and specified by Lessor, upon request by Lessor, Lessee shall provide proof of such insurance.
7. **OWNERSHIP:** The equipment/ machinery is and shall remain the exclusive property of Lessor.
8. **BINDING EFFECT:** The covenants and conditions contained in the Agreements shall apply to and bind the Parties and the heirs, legal representatives, successors and permitted assigns of the Parties.
9. **GOVERNING LAW:** This agreement shall be governed and constructed in accordance with the Laws of State of Haryana.
10. **NOTICE:** Any notice required or otherwise given pursuant to this Agreement shall be in writing and mailed certified return receipt requested, postage prepaid, or delivered by courier or speed post to Lessor/ Lessee.

Address of the Lessor	Address of the Lessee

Either party may change such address from time to time by providing notice as set for the above.

In witness whereof, the parties have caused this Agreement to be executed the day and year first above written.

LESSOR

LESSEE

(F) Bank Guarantee for Advance Payment

BANK GUARANTEE FOR ADVANCE PAYMENT

To

_____ [name of Employer]
_____ [address of Employer]
_____ [name of Contractor]

Gentlemen :

In accordance with the provisions of the Conditions of Contract, sub-clause 51.1 (“Advance Payment”) of the above-mentioned Contract, _____ [name and address of Contractor] (hereinafter called “the Contractor”) shall deposit with _____ [name of Employer] a bank guarantee to guarantee his proper and faithful performance under the said Clause of the Contract in an amount of _____ [amount of Guarantee]*
_____ [in words].

We, the _____ [bank of financial institution], as instructed by the Contractor, agree unconditionally and irrevocably to guarantee as primary obligator and not as Surety merely, the payment to _____ [name of Employer] on his first demand without whatsoever right of obligation on our part and without his first claim to the Contractor, in the amount not exceeding _____ [amount of guarantee]*
_____ [in words].

We further agree that no change or addition to or other modification of terms of the Contractor or Works to be performed thereunder or of any of the Contract documents which may be made between _____ [name of Employer] and the Contractor, shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification.

This guarantee shall remain valid and in full effect from the date of the advance payment under the Contract until _____ [name of Employer] receives full repayment of the same amount from the Contractor.

Yours truly,

Signature and Seal of the guarantor _____
Name of Bank _____
Address _____
Date _____

* An amount shall be inserted by the Bank or Financial Institution representing the amount of the Advance Payment, and denominated in Indian Rupees.

(G) Indenture For Secured Advances

INDENTURE FOR SECURED ADVANCES

FORM 31

(for use in cases in which the contract is for finished work and the contractor has entered into an agreement for the execution of a certain specified quantity of work in a given time).

This indenture made the _____ day of _____, 20____
BETWEEN _____ (hereinafter called the contractor which expression shall where the context so admits or implies be deemed to include his executors, administrators and assigns) or the one part and Managing Committee of the other part.

Whereas by an agreement dated _____ (hereinafter called the said agreement) the contractor has agreed.

AND WHEREAS the contractor has applied to Managing Committee that he may be allowed advanced on the security of materials absolutely belonging to him and brought by him to the site of the works the subject of the said agreement for use in the constructions of such of the works as he has undertaken to executive at rates fixed for the finished work (inclusive of the cost of materials and labour and other charges).

AND WHEREAS Managing Committee has agreed to advance to the Contractor the sum of Rupees _____ on the security of materials the quantities and other particulars of which are detailed in Accounts of Secured Advances attached to the Running Account bill for the said works signed by the Contractor on _____ and _____ Managing Committee has reserved to himself the option of making any further advance or advances on the security of other materials brought by the Contractor to the site of the said works.

Now THIS INDENTURE WITNESSETH that in pursuance of the said agreement and in consideration of the sum of Rupees _____ on or before the execution of these presents paid to the Contractor by Managing Committee (the receipt where of the Contractor doth hereby acknowledge) and of such further advances (if any) as may be made to him as a for said the Contractor doth hereby covenant and agree with the President and declare as follows:

- (1) That the said sum of Rupees _____ so advanced by Managing Committeeto the Contractor as aforesaid and all or any further sum of sums advanced as aforesaid shall be employed by the Contractor in or towards expending the execution of the said works and for no other purpose whatsoever.
- (2) That the materials details in the said Account of Secured Advances which have been offered to an accepted by Managing Committee as security are absolutely the Contractor's own propriety and free from encumbrances of any kind and the contractor will not make any application for or receive a further advance on the security of materials which are not absolutely his own property and free from encumbrances of any kind and the Contractor indemnified Managing Committee against all claims to any materials in respect of which an advance has be made to him as aforesaid.
- (3) That the materials detailed in the said account of Secured Advances and all other materials on the security of which any further advance or advances may hereafter be made as aforesaid (hereafter called the said materials) shall be used by the Contractor solely in the execution of the said works in accordance with the directions of the 'Principal, A.I. Jat H.M. College, Rohtak'.

- (4) That the Contractor shall make at his own cost all necessary and adequate arrangements for the proper watch, safe custody and protection against all risks of the said materials and that until used in construction as aforesaid the said materials shall remain at the site of the said works in the Contractor's custody and on his own responsibility and shall at all times be open to inspection by the 'Principal, A.I. Jat H.M. College, Rohtak' or any officer authorized by him. In the event of the said materials or any part thereof being stolen, destroyed or damaged or becoming deteriorated in a greater degree than is due to reasonable use and wear thereof the Contractor will forthwith replace the same with other materials of like quality or repair and make good the same required by the 'Principal, A.I. Jat H.M. College, Rohtak'.
- (5) That the said materials shall not be any account be removed from the site of the said works except with the written permission of the 'Principal, A.I. Jat H.M. College, Rohtak' or an officer authorized by him on that behalf.
- (6) That the advances shall be repayable in full when or before the Contractor receives payment from Managing Committee of the price payable to him for the said works under the terms and provisions of the said agreement. Provided that if any intermediate payments are made to the Contractor on account of work done than on the occasion of each such payment Managing Committee will be at liberty to make a recovery from the Contractor's bill for such payment by deducting there from the value of the said materials than actually used in the construction and in respect of which recovery has not been made previously, the value for this purpose being determined in respect of each description of materials at the rates at which the amounts of the advances made under these presents were calculated.
- (7) That if the Contractor shall at any time make any default in the performance or observance in any respect of any of the terms and provisions of the said agreement or of these presents the total amount of the advance or advances that may still be owing of Managing Committee shall immediately on the happening of such default be re-payable by the Contractor to be Managing Committee together with interest thereon at twelve per cent per annum from the date or respective dates of such advance or advances to the date of repayment and with all costs, charges, damages and expenses incurred by Managing Committee in or for the recovery thereof or the enforcement of this security or otherwise by reason of the default of the Contractor and the Contractor hereby covenants and agrees with Managing Committee to reply and pay the same respectively to him accordingly.
- (8) That the Contractor hereby charges all the said materials with the repayment to Managing Committee of the said sum of Rupees _____ and any further sum of sums advanced as aforesaid and all costs, charges, damages and expenses payable under these presents PROVIDED ALWAYS and it is hereby agreed and declared that notwithstanding anything in the said agreement and with- out prejudice to the power contained therein if and whenever the covenant for payment and repayment here-in-before contained shall become enforceable and the money owing shall not be paid in accordance there with Managing Committee may at any time thereafter adopt all or any of the following courses as he may deem best :
- (a) Seize and utilize the said materials or any part thereof in the completion of the said works on behalf of the contractor in accordance with the provisions in that behalf contained in the said agreement debiting the contractor with the actual cost of effecting such completion and the amount due to the contractor with the value of work done as if he had carried it out in accordance with the said agreement and at the rates thereby provided. If the balance is against the contractor, he is to pay same to Managing Committee on demand.

- (b) Remove and sell by public auction the seized materials or any part there of and out of the moneys arising from the sale retain all the sums aforesaid repayable or payable to Managing Committee under these presents and pay over the surplus (if any) to the Contractor.
- (c) Deduct all or any part of the moneys owing out of the security deposit or any sum due to the Contractor under the said agreement.
- (9) That except in the event of such default on the part of the contractor as aforesaid interest on the said advance shall not be payable.
- (10) That in the event of any conflict between the provisions of these presents and the said agreement the provisions of these presents shall prevail and in the event of any dispute or difference arising over the construction or effect of these presents the settlement of which has not been here-in-before expressly provided for the same shall be referred to Managing Committee whose decision shall be final and the provision of the Indian Arbitration Act for the time being in force shall apply to any such reference.

(I) Integrity Pact Format

INTEGRITY PACT FORMAT

(To be executed on plain paper and submitted alongwith Technical Bid/Tender documents for tenders having a value of Rs 1 cr. or above. To be signed by the bidder and same signatory competent/ authorized to sign the relevant contract on behalf of the State)

This integrity Pact is made at on this day of **2024**.

BETWEEN

Management Committee on the behalf of President, Jat Education Society (Regd.), Rohtak through its Principal, A.I. Jat H.M. College, Rohtak through which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors and assigns)

AND

{Name and address of the Firm/Company}, (hereinafter referred to as “The Bidder(s)/Contractor(s) /Concessionaire (s)/Consultant(s) and which expression shall unless repugnant to be meaning or context thereof include its successors and permitted assigns.)

Preamble

Whereas, Managing Committee has floated the Tender (NIT No.....dtd } (hereinafter referred to as “Tender/Bid”) and intends to award, under laid down organizational procedure, contract/s for {Name of the work}(hereinafter referred to as the “Contract”).

And Whereas Managing Committee values full compliance with all relevant laws of the land, rules of land, regulations, economic use of resources and of fairness/ transparency in its relations with its Bidder(s) and/ or Contractor(s)/Concessionaire (s)/Consultant(s).

And whereas to meet the purpose aforesaid, both the parties have agreed to enter into this Integrity Pact (hereafter referred to as “Integrity Pact” or “Pact”) the terms and conditions of which shall also be read as integral part and parcel of the Tender documents and contract between the parties.

Now, therefore, in consideration of mutual covenants contained in this pact, the parties hereby agree as follows and this pact witnesses as under:

Article-1: Commitments of the Employer

(1) Managing Committee commits itself to take all measures necessary to prevent corruption and to observe the following principles:-

- a) No employee of the Employer, personally or through family members, will in connection with the Tender for, or the execution of a Contract, demand, take a promise for or accept, for self, or third person, any material or immaterial benefit which the person is not legally entitled to.
- b) Managing Committee will, during the Tender process treat all Bidder(s) with equity and reason. Managing Committee will in particular, before and during the Tender process,

provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential/ additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.

- c) Managing Committee will exclude all known prejudiced persons from the process, whose conduct in the past has been of biased nature.

(2) If Managing Committee obtains information on the conduct of any of its employees which is a criminal offence under the IPC/PC Act or any other Statutory Acts or if there be a substantive suspicion in this regard, Managing Committee will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions as per its internal laid down Rules/Regulations.

Article-2: Commitments of the Bidder(s) / Contractor(s) / Concessionaires) / Consultant(s)

The Bidder(s)/ Contractor(s)/Concessionaire (s)/Consultant(s) commit himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.

- a) The Bidder(s)/Contractor(s) /Concessionaire (s)/Consultant(s) will not, directly or through any other person or firm, offer, promise or give to any of the Employer's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which lie/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.
- b) The Bidder(s)/Contractor(s) /Concessionaire (s)/Consultant(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contract, submission or non submission or bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
- c) The Bidder(s) /Contractor(s) / Concessionaire(s) /Consultant(s) will not commit any offence under the relevant IPC/ PC Act and other Statutory Acts; further the Bidder(s) / Contractor(s) / Concessionaire(s) / Consultant(s) will not use improperly, for purposes of completion or personal gain, or pass on to others, any information or document provided by the Principal as paid of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
- d) The Bidder(s) / Contractor(s) / Concessionaire(s) / Consultant(s) will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract. He shall also disclose the details of services agreed upon for such payments.
- e) The Bidder(s) / Contractor(s) / Concessionaire(s) / Consultant(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.
- f) The Bidder(s) / Contractor(s) / Concessionaire(s) / Consultant(s) will not bring any outside influence through any Govt. bodies/quarters directly or indirectly on the bidding process in furtherance of his bid.

Article-3 Disqualification from tender process and exclusion from future contracts.

1. If the Bidder(s) / Contractor(s) / Concessionaire(s) / Consultant(s) before award or during execution has committed a transgression through a violation of any provision of Article- 2, above or in any other form such as to put his reliability or credibility in question, Managing Committee is entitled to disqualify the Bidder(s)/ Contractor(s)/ Concessionaire (s)/ Consultant(s) from the tender process.
2. If the Bidder(s) / Contractor(s) / Concessionaire(s) / Consultant(s) has committed a transgression through a violation of Article-2 such as to put his reliability or credibility into question, Managing Committee shall be entitled to exclude including blacklist and put on holiday the Bidder(s)/Contractor(s)/Concessionaire (s)/Consultant(s) for any future tenders/ contract award process. The imposition and duration of the exclusion will be determined by the severity of the transgression. The severity will be determined by Managing Committee taking into consideration the full facts and circumstances of each case particularly taking into account the number of transgressions, the position of the transgressors within the company hierarchy of the Bidder(s) / Contractor(s) /Concessionaire(s) / Consultant(s) and the amount of the damage. The exclusion will be imposed for a maximum of 3 years.
3. A transgression is considered to have occurred if Managing Committee after due consideration of the available evidence concludes that “On the basis of facts available there are no material doubts”.
4. The Bidder(s) / Contractor(s) / Concessionaire(s) / Consultant(s) with its free consent and without any influence agrees and undertakes to respect and uphold Managing Committee absolute rights to resort to and impose such exclusion and further accepts and undertakes not to challenge or question such exclusion on any ground, including the lack of any hearing before the decision to resort to such exclusion is taken. This undertaking is given freely and after obtaining independent legal advice.
5. The decision of Managing Committee to the effect that a breach of the provisions of this Integrity Pact has been committed by the Bidder(s) / Contractor(s) shall be final and binding on the Bidder(s) / Contractor(s) / Concessionaire(s) / Consultant(s) however, the Bidder(s) / Contractor(s) / Concessionaire(s) / Consultant(s) can approach IEM(s) appointed for the purpose of this Pact.
6. On occurrence of any sanctions/ disqualification etc arising out from violation of integrity pact, the Bidder(s)/Contractor(s)/Concessionaire (s)/Consultant(s) shall not be entitled for any compensation on this account.
7. Subject to full satisfaction of the Managing Committee, the exclusion of the Bidder(s)/ Contractor(s) / Concessionaire (s)/Consultant(s) could be revoked by the Principal if the Bidder(s)/ Contractor(s)/Concessionaire (s)/Consultant(s) can prove that he has restored/recouped the damage caused by him and has installed a suitable corruption prevention system in his organization.

Article-4: Compensation for Damages.

1. If Managing Committee has disqualified the Bidder(s) from the tender process prior to the award according to Article-3, Managing Committee shall be entitled to forfeit the Earnest Money Deposit/ Bid Security or demand and recover the damages equivalent to Earnest Money Deposit/ Bid Security apart from any other legal right that may have accrued to the Employer.
2. In addition to I above, Managing Committee shall be entitled to take recourse to the relevant provisions of the contract related to Termination of Contract due to Contractor Default. In such case, Managing Committee shall be entitled to forfeit the Performance Bank Guarantee of the Contractor demand and recover liquidated and all damages as per the provisions of the contract/concession agreement against Termination.

Article-5: Previous Transgressions

1. The Bidder declares that no previous transgressions occurred in the last 3 years immediately before signing of this Integrity Pact with any other Company in any country conforming to the anti corruption/ Transparency International (TI) approach or with any other Public Sector Enterprise/ Undertaking in India or any Government Department in India that could justify his exclusion from the tender process.
2. If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or action for his exclusion can be taken as mentioned under Article-3 above for transgressions of Article-2 and shall be liable for compensation for damages as per Article-4 above.

Article-6: Equal treatment of all Bidders/Contractors//Concessionaire (s)/Consultant(s).

1. The Bidder(s)/Contractor(s)/Concessionaire (s)/Consultant(s) undertake(s) to demand from all commitment in conformity with this Integrity Pact, and to submit it to Managing Committee before contract signing.
2. Managing Committee will enter into agreements with identical conditions as this one with all Bidders/Contractors//Concessionaire (s)/Consultant(s)
3. Managing Committee will disqualify from the tender process all Bidders who do not sign this Pact or violate its provisions.

Article-7: Criminal charges against violating Bidder(s)/ Contractor(s)/Concessionaire (s)/Consultant(s).

If Managing Committee obtains knowledge of conduct of a Bidder/Contractor/Concessionaire/ Consultant or of an employee or a representative or an associate of a Bidder/Contractor, which constitutes corruption, or if Managing Committee has substantive suspicion in this regard, Managing Committee will inform the same to the Chief Vigilance Officer.

Article-8: Independent External Monitor (IEM)

1. Managing Committee has appointed a Independent External Monitor (herein after referred to as "Monitor") for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
2. The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the Principal, A.I. Jat H.M. College, Rohtak.
3. The Bidder(s)/Contractor(s)/Concessionaire (s)/Consultant(s) accepts that the Monitor has the right to access without restriction to all project documentation of Managing Committee including that provided by the Bidder(s)/ Contractor(s)/ Concessionaire(s)/Consultant(s). The Bidder (s)/Contractor(s)/Concessionaire (s)/Consultant(s) will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/Contractor(s) with confidentiality.
4. Managing Committee will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.
5. As soon as the monitor notices, or has reason to believe, a violation of this Pact, he will so inform the Management of Managing Committee and request the Management to discontinue or take corrective action, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
6. The Monitor will submit a written report to the Principal, A.I. Jat H.M. College, Rohtak within 8 to 10 weeks from the date of reference or intimation to him by Managing Committee and, should the occasion arise, submit proposals for correcting problematic situations.
7. If the Monitor has reported to the Principal, A.I. Jat H.M. College, Rohtak , a substantiated suspicion of an offence under relevant IPC/PC Act, and the Principal, A.I. Jat H.M. College, Rohtak has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Chief Vigilance Officer.
8. The word "Monitor" would include both singular and plural.

Article — 9 Pact Duration

This Pact begins when both parties have legally signed it. It expires 12 months after the Defect Liability period is over or 12 months after his last payment under the contract whichever is later and for all other unsuccessful Bidders 06 months after this Contract has been awarded. If any claim is made/ lodged during his time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged/ determined by the Principal, A.I. Jat H.M. College, Rohtak .

Article - 10 Other Provisions.

1. This pact is subject to Indian Law. Place of performance and jurisdiction is the Registered Office of the Employer
2. Changes and supplements as well as termination notices need to be made in writing.
3. If the Bidder/Contractor/Concessionaire(s)/Consultant(s) is a partnership or a consortium, this pact must be signed by all partners or consortium members.
4. Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
5. Any disputes/ differences arising between the parties with regard to term of this pact, any action taken by Managing Committee in accordance with this Pact or interpretation thereof shall not

be subject to any Arbitration.

6. The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provision of the extent law in force relating to any civil or criminal proceedings.

In witness whereof the parties have signed and executed this Pact at the place and date first done mentioned in the presence of following witness:-

(For & On behalf of the Employer)

(For & On behalf of the Bidder/
Contractor Concessionaire
(s)/Consultant(s)/

(Office Seal)

Place Date

Witness 1 : (Name & Address):

Witness 2 : (Name & Address):

(J) Undertaking

UNDERTAKING

Description of the Works :

To :

Address :

1. With full understanding that Part II of our bid (Financial bid) will be opened only if I/We qualify on the basis of evaluation in Part I of the Bid (Technical bid), I/We offer to execute the Works described above and remedy any defects therein in conformity with the conditions of Contract, specifications, drawings, Bill of Quantities and Addenda for an amount quoted in the Financial Bid.
2. I/We agree to abide by this Bid for the period of 120 days from the date fixed for receiving the same, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
3. Unless and until a formal Agreement is prepared and executed this Bid, together with your written acceptance thereof, shall constitute a binding contract between us.
4. I/We undertake, if our Bid is accepted, to commence the Works as soon as is reasonably possible after the receipt of the Principal, A.I. Jat H.M. College, Rohtak's notice to commence, and to complete the whole of the Works comprised in the Contract within the time stated in the document.
5. I/We understand that you are not bound to accept the lowest or any tender you may receive.

Signature of Authorised Signatory

Name and Title of Signatory.....

Name of Bidder

Authorised Address of Communication.....

Telephone Nos (Office)

Mobile No.

Facsimile (Fax) No.

Electronic Mail Identification (Email ID)

Place:

Date:

(K) AFFIDAVIT**FORMAT FOR THE AFFIDAVIT**

(NOTE: This affidavit should be on a non-judicial stamp paper of Rs.10/- and shall be attested by Magistrate/Sub-Judge/ Notary Public)

Name of work _____

I, (name of the authorised representative of the bidder) son/daughter of resident of

..... (full address), aforesaid
solemnly affirm and state as under:

1. I, undersigned, do hereby certify that all the information furnished and statement's made in response to this notice inviting bid are true and correct and nothing has been concealed.
2. I, undersigned or our firm M/s _____ have never been blacklisted or debarred by any State Govt. /Central Government/Autonomous Body/Authority in Law.
3. I, undersigned or our firm M/s _____ have never been declared bankrupt/ insolvent as on date.
4. The undersigned hereby authorize(s) and request(s) any bank, person, firm PSU/ Authority or Corporation to furnish pertinent information deemed necessary and requested by the Department to verify this statement or regarding may (our) competence and general reputation.
5. The undersigned understand and agrees that further qualifying information may be requested, and agrees to furnish any such information at the request of the Department/ Project implementing agency.
6. I, the undersigned do hereby undertake that our firm M/s _____ would invest a minimum cash upto 25% of the value of the work during implementation of the Contract.
7. I, the undersigned do hereby undertake that our firm M/s _____ agree to abide by this bid for a period of 120 days from the date fixed for receiving the same and it shall be binding on us and may be accepted at any time before the expiration of that period.
8. I, the undersigned do hereby undertake that our firm M/s _____ agree to deploy on this work the machinery, equipment and technical personnels as mentioned in the bid document.
9. *I hereby certify that I have been authorised by
..... (the bidder) to sign on their behalf, the bid mentioned in paragraph 1 above.

Deponent
Signed by an
Authorized
Officer of the firm
(Deponent)

Place:

Date:

* not applicable if the bidder is an individual and is signing the bid on his own behalf.

Detailed Notice Inviting Tender (DNIT) for construction of Road from Management Office to Heritage Building (Samadhi Sathal) at A.I. Jat H.M. College, Rohtak

<u>S.No.</u>	<u>H.S.R. No.</u>	<u>Description</u>	<u>Qty.</u>	<u>Unit</u>	<u>Rate quoted by the contractor/ agency</u>
1	4.7.1	Earth Work and Rock Cutting Earth work in surface excavation not exceeding 30 cm in depth but exceeding 1.5 m in width as well as 10 sqm on plan including getting out and disposal of excavated earth and lift up to 1.5 m, as directed by Engineer-in- Charge:	193.23	Sqm	
		All kinds of soil 50m lead			
2	6.1.2	Concrete and RCC Work A CEMENT CONCRETE (CAST IN SITU) Providing and laying in position cement concrete of specified grade excluding the cost of centering and shuttering - All work below plinth level and up to Floor IV level:	0.82	Cum	
		1:2:4 (1 cement : 2 coarse sand (zone-III) : 4 graded stone aggregate 20 mm nominal size)			
3	6.1.6	Concrete and RCC Work A CEMENT CONCRETE (CAST IN SITU) Providing and laying in position cement concrete of specified grade excluding the cost of centering and shuttering - All work below plinth level and up to Floor IV level:	60.37	Cum	
		1:4:8 (1 Cement : 4 coarse sand (zone-III) : 8 graded stone aggregate 40 mm nominal size)			
4	6.39.1	Concrete and RCC Work K CEMENT CONCRETE PRECAST Providing and fixing at or near ground level precast cement concrete in kerbs, edgings etc. as per approved pattern and setting in position with cement mortar 1:3 (1 Cement : 3 coarse sand), including the cost of required centering, shuttering complete.	18.40	Cum	
		1:1½:3 (1 Cement: 1½ coarse sand(zone-III) : 3 graded stone aggregate 20 mm nominal size).			
5	10.30.3	Flooring and Dados NA TILE FLOORING Providing and laying of chequered precast cement concrete tiles 22 mm thick in footpath and courtyard, jointed with neat cement slurry mixed with pigment to match the shade of tiles, including rubbing and cleaning etc. complete, on 20 mm thick bed of cement mortar 1:4 (1 cement: 4 coarse sand).	362.31	Sqm.	
		Dark shade pigment using ordinary cement			
6	11.95.1	Finishing Works NA EXTERIOR FINISHING WALL AND ROOF SURFACES Finishing walls with Acrylic Smooth exterior paint of required shade	120.77	sqm	
		New work (Two or more coat applied @ 1.67 litre/10 sqm over and including priming coat of exterior primer applied @ 2.20 kg/10 sqm)			

<u>S.No.</u>	<u>H.S.R. No.</u>	<u>Description</u>	<u>Qty.</u>	<u>Unit</u>	<u>Rate quoted by the contractor/ agency</u>
7	17.5.3	Road Works NA Clearing and Grubbing Road Land . Compacting Original Ground	61.87	Sqm	
		Compaction of Earthwork Compaction of & preparation of sub grade including loosening, levelling of earth 225 mm thick top layer, rough dressing of soil, final dressing of earth to give level, camber, watering, rolling with road roller, compacting the bed to achieve minimum dry density as given in the Table 3000-2 as per technical clause 305 of MORT&H specifications			
8	17.13	Road Works NA Clearing and Grubbing Road Land . Granular Sub-Base (Mix in place)			
		Construction of granular sub-base by providing Material, spreading in uniform layers with motor grader on prepared surface, mixing by mix in place method with Rotavator at OMC, and compacting with vibratory roller to achieve the desired density, complete as per technical clause 401 of MORT&H technical specifications	99.00	Cum	
9	17.22.3	Road Works NA Clearing and Grubbing Road Land . Water Bound Macadam Gr I			
		Water Bound Macadam Grading I with crushable screenings Providing, laying, spreading and compacting stone aggregates of specific sizes to water bound macadam specification including spreading in uniform thickness, hand packing, rolling with 3 wheeled steel/ vibratory roller 8-10 tonnes in stages to proper grade and camber, applying and brooming requisite type of screening/ binding Materials to fill up the interstices of coarse aggregate, watering and compacting to the required density complete as per technical clause 404 of MORT&H specifications	44.15	Cum	
10	17.26.1	Road Works NA Clearing and Grubbing Road Land . Tack Coat			
		Providing and applying tack coat with bitumen emulsion using emulsion pressure distributor at the rate of 0.25 kg per sqm on the prepared bituminous/granular surface cleaned with mechanical broom as per technical clause 503 of MORT&H specifications	608.68	Sqm.	

<u>S.No.</u>	<u>H.S.R. No.</u>	<u>Description</u>	<u>Qty.</u>	<u>Unit</u>	<u>Rate quoted by the contractor/ agency</u>
11	17.31.2	Road Works NA Clearing and Grubbing Road Land . Bituminous Concrete with Batch type HMP	19.47	Cum	
		Bituminous Concrete 30 mm to 45 mm thickness (grading II) with 100-120 TPH batch type HMP Providing and laying 30mm - 45 mm bituminous concrete with 100-120 TPH batch type hot mix plant producing an average output of 75 tonnes per hour using crushed aggregates of specified grading, premixed with bituminous binder VG - 30 @ 5.4% per cent of mix and filler, transporting the hot mix to work site, laying with a hydrostatic paver finisher with sensor control to the required grade, level and alignment, rolling with smooth wheeled, vibratory and tandem rollers to achieve the desired compaction complete as per technical clause 507 of per MORTH specifications			
12	17.69.2	Road Works NA MAINTENANCE OF ROADS Interlocking Concrete Block Pavement	232.25	Sqm	
		Providing and Laying 80 mm thick ISI marked Interlocking Paver Blocks conforming to IS 15658:2006/IRC SP 63: 2004 of all shapes and colours in design mix cement M 40 over the bed of 30 mm thick fine sand complete in all respect.			
13	17.73	Road Works NA Unreinforced Vacuum Concrete Pavement Construction of unreinforced plain cement concrete pavement in M-25 mix design over a prepared sub base with OPC 43 grade conforming to IS:383 mixed with concrete mixer using batch type concrete mixer as per IS:1791, laid in position, compacted with needle vibrator, screed vibrator and plate vibrator, dewatering of free water with vacuum pump, finishing the surface with power floater, finishing to required lines and grades as per drawings and technical clause 1501 of MORTH specifications	115.55	Cum	
14	NS	Earth Filling	540.81	Cum	
		Carriage charges of tibia sand (balu) including loading, unloading, stacking, ramming, dressing, watering, royalty etc. complete in all respect from the quarry available in district Rohtak as per satisfaction of Engineer-In-Charge.			