



E- TENDER NOTICE

On line bids are hereby invited on behalf of the Managing Director, Haryana Tourism corporation, Chandigarh for the works mentioned below:-

Sr. No.	Name of Work	Date of downloading of e-tender documents	Date of submission of e-Tender	Date for submission of eligibility documents (Online)	Date of opening of Bid (Online)
1.	<p>DNIT FOR DESIGN, ENGINEERING, SUPPLY, STORAGE, CIVIL WORK, ERECTION OF SUITABLE STRUCTURE, INSTALLATION, TESTING AND COMMISSIONING OF 2 Nos. of 150 KWp ROOFTOP SOLAR PV PROJECT AT MANSA DEVI & NADA SAHIB GURUDWARA, PANCHKULA.</p> <p>Estimated cost : Rs.131.95 Lakh EMD: Rs.263900/- Tender Fees:-Rs.17700/- Processing Fees:-1180/- Time limit:- 6 Months</p>	<p>Start Date: 27.12.2021</p> <p>End Date: 17.01.2022 (5.00 PM)</p>	<p>Start Date: 27.12.2021</p> <p>End Date: 17.01.2022 (5.00 PM)</p>	<p>Start Date: 27.12.2021</p> <p>End Date: 17.01.2022 (5.00 PM)</p>	<p>Date: 18.01.2022 at 2:00 PM</p>

1. The cost of tender documents and earnest money shall be paid online at <https://etenders.hry.nic.in>.
2. Bidders should possess digital signature certificate class-2 for participating in online tendering process
3. Bid Document can be downloaded from the website of Haryana Government www.etenders.hry.nic.in. Also visit our website www.haryanatourism.gov.in.

Issued by Director Tourism, Haryana

Contractor

Witness

Executive Engineer



Receipt No. _____

Date _____

Name of Agency _____

DIVISION : HTC, Chandigarh

Name of work: DNIT FOR DESIGN, ENGINEERING, SUPPLY, STORAGE, CIVIL WORK, ERECTION OF SUITABLE STRUCTURE, INSTALLATION, TESTING AND COMMISSIONING OF 2 Nos. of 150 KWp ROOFTOP SOLAR PV PROJECT AT MANSA DEVI & NADA SAHIB GURUDWARA, PANCHKULA.

.DISTRICT : Karnal

Sub Division: Karnal

**(FORM F-1 FOR E-TENDER)
PERCENTAGE/ITEM RATE TENDER
AND CONTRACT FOR WORK**

**CENTRAL RULES AND DIRECTIONS FOR THE GUIDANCE OF
CONTRACTORS**

1. All work proposed for execution by contract will be notified in a Form of invitation to tender pasted on a board hung up in the office and signed by the Executive Engineer. This form will state the work to be carried out, as well, the date for submitting and opening tenders and the time allowed for carrying the work, also the amount of earnest money to be deposited (online) with the tender and the amount of the security deposit to be deposited by the successful tenderer and the percentage, if any, to be deducted from bills. Copies of the specification, design and drawings, Hr. PWD schedule of rate 1988, and any other document required in connection with work, signed for the purpose of identification by the Executive Engineer shall also be open for inspection by the contractors at the office of the Executive Engineer during office hours.
2. In case of online tendering, if the digital certificate issued to the authorized user of a firm is used for signing and submitting a bid, it will be considered equivalent to a no-objection certificate/power of attorney to that User. The firm has to authorize a specific individual via an authorization certificate sign by all partners to use the digital certificate as per Indian Information Technology Act 2000. Unless the certificates are revoked, it will be assumed to represent adequate authority of the user to bid on behalf of the firm for Haryana Tourism Corporation, Haryana tenders as per Information Technology Act 2000. The digital signature of this authorized user will be binding on the firm. It shall be the responsibility of management / partners of the registered firms to inform the certifying authority or Sub Certifying Authority, in case of change of authorized user and that a fresh digital certificate is procured and issued an 'authorization certificate' for the new user. The procedure for application of a digital certificate will remain the same for the new user.

Contractor

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The same procedure holds true for the authorized users in a private/public limited company. In this case, the authorization certificate will have to be signed by the directors of the company

3. Any person who submits a tender shall fill online stating at how much percent above or below the rate specified in Rule 1, he is willing to undertake the work. Only one rate of percentage above or below, the Haryana PWD Schedule of Rates 1988 shall be quoted. The rates for non-schedule items shall be quoted separately for each such item. Tenders which proposes any alteration in the work specified in the said form of invitation to tender, or in time allowed for carrying out the work, or which contain any other condition of any sort, shall be liable to rejection. No single tender shall include more than one work but contractors who wish to tender for two or more works shall submit a separate tender for each. Tenders shall have the name and number of the works, to which they refer, written outside the envelope.
4. The Executive Engineer or his duly authorized assistant will open tender online in the presence of any intending contractors or their authorized representative or agent who may be present at the time, and will enter the amount of the several tender in a comparative statement in a suitable form. In the event of a tender being accepted, a receipt for the earnest money forwarded therewith shall there upon be given to the contractor who shall thereupon for the purpose of identification sign copies of the specifications and other documents mentioned in Rule 1. In the event of the tender being rejected, the earnest money forwarded with such unaccepted tender shall thereupon be returned to the tenderer concerned.
5. The Executive Engineer shall have the right of rejecting all or any of the tenders, without assigning any reason.
6. The department may refuse of suspend payment on account of work when executed by a firm or by corporation described in their tender as a firm, unless receipts are signed by all the partners, or one of the partners, of some other persons produces written authority enabling him to give effectual receipt, on behalf of the firm.
7. The receipt issued by an accountant or clerk for any money paid by the contractor will not be considered as an acknowledgment of such payment to the Executive Engineer unless the same signed by the concerned Executive Engineer.
8. The memorandum of work tendered for and the memorandum of material to be supplied by the Haryana Tourism Corporation and their issue rates, shall be filled in and completed in the office of the Executive Engineer before the tender form is uploaded.

Note:- (In this form the below mentioned designations devote :

Managing Director	Managing Director of Haryana Tourism Corporation.
Chief Engineer	Chief Engineer of Haryana Tourism Corpn.
Executive Engineer,	Executive Engineer of Haryana Tourism Corporation
Sub Divisional Engineer	Sub Divisional Engineer of
	Haryana Tourism Corporation, Chandigarh.
Corporation	Haryana Tourism Corporation.

Contractor

Witness

Executive Engineer

HARYANA TOURISM CORPORATION**NOTICE INVITING E-TENDER****Instructions of bidders.****General**

1. Brief particulars are listed below. However, tender documents may be referred to for correct application of scope of work, conditions of contract, specifications etc.

Name of Work	DNIT FOR DESIGN, ENGINEERING, SUPPLY, STORAGE, CIVIL WORK, ERECTION OF SUITABLE STRUCTURE, INSTALLATION, TESTING AND COMMISSIONING OF 2 Nos. of 150 KWp ROOFTOP SOLAR PV PROJECT AT MANSA DEVI & NADA SAHIB GURUDWARA, PANCHKULA.
Scope of work	DESIGN, ENGINEERING, SUPPLY, STORAGE, CIVIL WORK, ERECTION OF SUITABLE STRUCTURE, INSTALLATION, TESTING AND COMMISSIONING
Estimated Cost of the Project	Rs.131.95 Lakh
Time period for completion	6 Months
Validity of Tender from opening of Financial Bid	90 days
Cost of Tender Documents (non-refundable)	Rs.17700/- incl. 18% GST to be deposited online at https://etenders.hry.nic.in
E-Service Fee	Rs.1180/- incl. 18% GST to be deposited online at https://etenders.hry.nic.in
Earnest Money to be accompanied with the Tender	Rs.263900/- to be deposited online at https://etenders.hry.nic.in
Security deduction from running bills	10% security will be deducted from all running bills including earnest money
Defect liability period	3 Months for seepage and 12 months for all material.
Mobilization advance	Nil
Materials to be supplied by HTC	Nil
Specification	As per DNIT & PWD specification

2. Important dates etc. in respect of this tender are as below:

Date of downloading of e-tender documents	Date of submission of e-Tender	Date for submission of eligibility documents	Date of opening of technical bid (Online)
Start Date: 27.12.2021	Start Date: 27.12.2021	Start Date: 27.12.2021	Date: 18.01.2022 at 2:00 PM
End Date: 17.01.2022 (5.00 PM)	End Date: 17.01.2022 (5.00 PM)	End Date: 17.01.2022 (5.00 PM)	

3. Tenders can be downloaded from the website <https://etenders.hry.nic.in> and submitted on line.

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4. Plans and detailed architectural; drawings are available on website and can also be seen in the office of the undersigned on any working day during working hours.
5. The Jurisdiction of the Courts shall be at Chandigarh i.e. head quarter of the concerned Executive Engineer.
6. In case the day of opening of tenders happens to be a holiday, the tender will be opened online on the next working day. However, the time, date and place of receipt of tenders and other conditions will remain unchanged.
7. Corporation reserves the rights to open or not to open any tender or to reject any or all the tenders without any liability whatsoever without assigning any reason.
8. Canvassing of any kind is prohibited.
9. Bidding is open to all eligible bidders meeting the eligibility criteria. One bidder can submit only one bid. All costs of preparing tender including visits to site and carrying out investigations and research are to bidder's account.
10. HTC may modify the bidding documents by using addenda before the deadline for submission of bids online. Any addendum thus issued shall become a part of bidding documents.

Eligibility Criteria.

- 11 (a). The contractors enlisted with Haryana PWD(B&R)/HUDA/CPWD/ Haryana Tourism/MES/ Railways/HSAMB / HPHC or any other State/ Central Govt. Deptt or Boards/Corporations upto the estimated value of tender are eligible to submit their tenders.
- 11 (b) The contractor must have satisfactorily completed one similar work amounting to 80% Of DNIT cost or two similar works amounting to 50% of DNIT cost or 3 similar works amounting to 40% of DNIT cost in Hotel Industry/Tourism Deptt/Public sector/Govt sector during last seven years preceding date of opening of tenders.
- 11 (c) If the contractor/agency submits financial bid through e-tendering but fails to submit either bid security or the technical bid or both (online) then the agency will be debarred from further tendering in Haryana Tourism Corporation for a period of two years at the discretion of competent authority.
- 11(d). The contractor shall create profile on Haryana Engineering Works Portal by entering basic information. The copy of the profile summary document generated from HEW portal must be submitted/uploaded alongwith other documents. In case a contractor fails to submit or upload a copy of profile summary document alongwith the bid will be rejected.

Documents downloaded from internet

12. The bidders submitting online bids should pay online towards document fees/cost of tender form/E-Processing fee as stated above at Sr. no.1 which should be deposited online at <https://etenders.hry.nic.in> .Without this money the bids shall not be entertained at all.

Procedure for submission of Documents.

13. The online tenders shall be submitted in two envelopes system i.e. Envelope "1" and Envelope "2".
14. The cost of tender documents, earnest money and E-processing fee shall be deposited online at <https://etenders.hry.nic.in>
15. **Envelope '1'**

Scanned copies of following documents shall be uploaded in envelope '1'

- I. Copy of enlistment by any authority as stated above.

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- II. Completion Certificate of having executed similar works during last 7 years as per condition 11(b) of eligibility criteria.
- III. Earnest money receipt which deposited on line at <https://etenders.hry.nic.in>
- IV. Receipt of Tender fees& Processing fees which deposited on line at <https://etenders.hry.nic.in>
- V. Power of attorney/ authority to digitally sign the documents.
- VI. Other prequalification documents, asked for, if any.

Envelope '2'

16. Envelope '2' shall contain Financial Bid' to be submitted online. The rates shall be quoted in the prescribed format.

Preparation of tender Documents

17. Documents mentioned in the letter 'Submissions for tender' should be carefully attached and also listed in the list of enclosures at the end of the letter.
18. Particulars about the company and its promoters should be given in an unambiguous manner.
19. Enlistment/registration certificates and the statement should clearly show the validity category and class of the registration and the particulars of the registering/enlisting authority to enable verification.
20. Only single rate of percentage above or below, the Haryana PWD Schedule of Rates of 1988 shall be quoted. The rates for non-schedule items shall be quoted separately for each such item.

Procedure for opening of tenders.

21. On the due date and appointed time the Envelope "1" of all bids received online would be opened first in the presence of those authorized representatives of bidders who choose to be present. The tenders received without cost of tender form, earnest money, completion certificates of similar works fulfilling eligibility criteria will be summarily rejected and their envelope "2" i.e financial bid will not be opened online.
22. Envelope "2" of only those who are considered eligible/responsive for further process shall only be opened online .
23. Time table for opening of the financial bid or further directions/advice shall be announced after opening the Envelope "1". However, they can be opened on the same day.

Miscellaneous.

24. Tenders submitted without earnest money shall not be opened.
25. Conditional tenders will not be entertained at all and are liable to be rejected summarily.
26. Bids which are dependent upon the quotations of other bids, shall be summarily rejected.
27. There should not be any alterations in the bidding documents. In case any alteration is found at any stage, the tender shall be liable for rejection summarily without further appeal.

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28. The interested agencies can submit the tenders online before due date and time . HTC shall not be responsible for any delay in submission of bids online on account of internet problem, server problem etc.
29. All pages of the tender documents should be digitally signed by the bidder. Rates should be written in figures as well as words. If there is discrepancy in the figures and the words, the rates given in the words shall govern unless it is clearly repugnant in the context.
30. The tenderer shall initial all corrections in his tender as regards rates, percentage, time etc. Non compliances with this condition shall render his offer liable to be rejected.
31. The contractor whose tender is accepted, will be required to execute contract deed on the prescribed form attached herein after.
32. Defaulting agencies in respect of performance of the contract after its award is liable to be debarred from further tendering for a period of two year besides the contractual remedies provide in the contract.
33. Bidders must strictly abide by all the stipulation set forth while bidding for the work. In case any bidder does not comply with procedure prescribed, it will be presumed that he is not interested in bidding and the work may not be let out to him.
34. The acceptance of tenders will rest with the Competent Authority in Corporation who does not bind itself to accept the lowest tender and reserve himself the authority to reject any or all of the tenders without assigning any reason.
35. The standard conditions of contract shall be applicable and can be downloaded separately from the website of Haryana Tourism. The standard conditions of contract shall be considered as part and parcel of this contract document and will have to be signed by the contractor while signing the agreement.
36. The drawings have been downloaded on the website and can also be seen in the office of undersigned.

**Executive Engineer,
Haryana Tourism Corporation,
Chandigarh.**

This N.I.T./Agreement contains to pages as under:

1. N.I.T. page..... to
2. Tender / Agreement form with recovery statement Page..... to
3. Schedule of rate page..... to.....
4. General Conditions page..... to
5. Health & sanitary page to
6. Fair wage clause page. to
7. Haryana Govt. Contractors Labour Regulation to
8. Blank Pages.....

**Divisional Accountant
Haryana Tourism Corporation Ltd.**

**Executive Engineer
Haryana Tourism Corporation Ltd.**

Contractor

Witness

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MEMORANDUM

- a) **General description:-** DNIT FOR DESIGN, ENGINEERING, SUPPLY, STORAGE, CIVIL WORK, ERECTION OF SUITABLE STRUCTURE, INSTALLATION, TESTING AND COMMISSIONING OF 2 Nos. of 150 KWp ROOFTOP SOLAR PV PROJECT AT MANSA DEVI & NADA SAHIB GURUDWARA, PANCHKULA.
- b) Estimate cost Rs. 131.95 Lakh.
- c) Earnest Money Rs.2,63,900/- (To be deposited online)
- d) Security deposit 10% (Ten percent)
(including earnest money)
- e) Percentage, if any, to 10%(Ten percent)
be deducted from bills
- f) Time allowed for the work from 6 Months
the date of written order to
commence.

g) GST & Cess @ (as applicable) will be deducted on total value of work done. Should this tender be accepted, I/we hereby agree to abide by and fulfill all the terms and provision of the said conditions of contract annexed hereto so far as applicable, or in default thereof to forfeit and pay to the Corporation or its successors in office the sums of money mentioned in the said conditions.

The sum of Rs. 2,63,900/- to be deposited online at <https://etenders.hry.nic.in> as earnest money the full value of which is to be absolutely forfeited to the Corporation or successors in office, Without prejudice to any other rights or remedies including action under clause 2 and 3 of the conditions of contract annexed hereto of the said Corporation or its successor in office, should I/we fail to commence the work specified in the above memorandum otherwise the said sum of Rs. 2,63,900/- shall be retained by Corporation on account of the security deposit specified in Clause 1(B) of the said conditions of contract.

Signature of Contractor

Dated the day of

Witness :

Name:-

Address

Signature of witness

I hereby accepted the tender on behalf of the Managing Director, Haryana Tourism Corporation Ltd.

Executive Engineer
Haryana Tourism Corporation

Dated The..... day of.....

a), b) If several sub works are included they should be detailed in separate list.

c) This deposit will vary from 1 percent to 10 percent of the estimated cost of the work according to the requirements of the case.

e) This percentage where no security deposit is taken will vary from 5 percent to 10 percent to the requirements of the case.

Where security deposit is taken, see note to Clause 1 of condition of contract.

* Give particulars and number.

Strike out (d) if no cash security deposit is to be taken out (e) if any cash Security deposit is taken.

* Signature of contractor before submission of tender.

* Signature of witness of contractor's signature.

* Signature of the officer by whom accepted.

Contractor

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CONDITION OF CONTRACT

Security Deposit

* This will be the same percentage as that in the tender at (c).

CLAUSE 1:

The person/persons whose tender may be accepted (hereinafter called the contractor) shall permit Corporation at the time of making any payment to him for work done under the contract to deduct such sum as will (with the earnest moneys deposited by him) amount to 10 percent of all money so payable. Such deduction to be held by Corporation by way security deposit. All compensation or other sums of money payable by the contractor to Corporation under the terms of his contract may be deducted from the security deposit account of from any sums which may be due or may become due to the contractor by Corporation on any account whatsoever, and in the event of his security deposit being reduced by reason of any such deduction the contractor shall within ten days thereafter make good in cash or Haryana Tourism Corporation securities endorsed as aforesaid any sum or sums which may have been deducted from his security deposit or and part thereof.

CLAUSE 2:

Compensation for delay

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

CLASUE 3 :

Action when whole of security deposit is forfeited.

In any case in which under any clause or clauses in 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 Executive Engineer on behalf of the Corporation shall have power to adopt any of the following courses, as he may deem best suited to interests of Haryana Tourism Corporation :-

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

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

CLAUSE 4:

In any case in which any of the powers conferred upon Executive Engineer by clause 3 thereof shall have become exercisable and the same not be exercised, the non exercise thereof shall not constitute a waiver of any of the conditions thereof and such power shall notwithstanding be exercisable in the event of any future case of default by the contractor for which by any clauses or clause hereof he is declared liable to pay compensation amounting to the whole of his security deposit, and the liability of the contractor for past and future compensations shall remain unaffected. In the event of the Executive Engineer exercising putting in force either of the powers (a) or (c) vested in him under the proceeding clause he may, if he so desires, take possession of all or any tools, materials, and store in or upon the works, or the site thereof belonging to the contractor or procured by him and intend to be used for the execution of the work or any part thereof, paying or allowing for the same in account at the contract rates or in case of these not being applicable at current market rates to be

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

Contractor

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certified by the Executive Engineer whose certificate thereof shall be final, otherwise the Executive Engineer may by notice in writing to the contractor or his clerk of the works, foreman or other authorized agent require him to remove such tools and plant, material or stores from the premises within a time to be specified in such notice, and in the event of the contractor failing to comply with any such requisition, the Executive Engineer may remove them at the contractor's expense or sell them by auction or private sale on account of the contractor and at his risk in all respects and the certificate of the Executive Engineer as to the expense of any such removal and the amount of the proceeds and expenses any such sale shall be final and conclusive against the contractor.

Power to take possession of or require removal or sell contractor's plant.

CLAUSE 5:

If the contractor shall desire an extension of time for the completion of the work on the grounds of his having unavoidable hindrance in its execution or on any other ground, he shall apply in writing to Executive Engineer within 30days of the date of hindrance on account of which he desires such extension as aforesaid,

and the Chief Engineer/ Executive Engineer shall if in his opinion (which shall be final) reasonable grounds have been shown, therefore authorize, such extension of time, if any, as may in his opinion be necessary or proper.

CLAUSE 5 (a)

Extension of times,
Contractor to submit a return every month on any work claimed as extra.

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

*District rates mean the HTC/ P.W.D.Building& roads Branch, rates for that District.

CLAUSE 6 :

Final Certificate

Without prejudice to the right of H.T.C. under any clause hereinafter contained completion of the work, the contractor shall be furnished with a certificate by the Executive Engineer (hereinafter called the Engineer-in-charge) such completion but no such certificate shall be given nor shall the work be considered to be completed until the contractor shall have removed

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from the premises on which the work shall be executed of scaffolding, surplus materials and rubbish, and cleaned off the dirt from all wood work, walls or floors or other parts of any building in upon or about which the work is to be executed, or of which he may have had possession for the purpose of the Execution thereof, and the measurements in said certificate shall be binding and conclusive against the contractor, if the contractor shall fail to comply with the requirements of this clause as to removal of scaffolding, surplus materials and rubbish, and cleaning off dirt on or before the date fixed for the completion of the work the Engineer-in-charge may at the expense of the contractor remove such scaffolding, surplus material and rubbish and dispose of the same as he thinks fit and clean off such dirt as aforesaid and the contractor shall forthwith pay the amount of all expense so incurred, and shall have no claim in respect of any such scaffolding or surplus material as aforesaid except for any sum actually realized by the sale thereof.

CLAUSE 7:

No payment shall be made for works estimated to cost less than rupees one thousand till after the whole of the works shall have been completed and a certificate of completion given. But in the case of works estimated to cost more than rupees one thousands the contractor shall on submitting bill thereof be entitled to receive a monthly payment proportionate to the part thereof then approved and passed by the Engineer-in-charge, whose certificate of such approval and passing of the sum payable shall be final and conclusive against the contractor. But all such intermediate payments shall be regarded as payments by way of advance against the final payment only and not as payments for work actually done and completed and shall not preclude the requiring of bad, unsound and imperfect or unskillful work to be removed and taken away and re- constructed or re-erected or be considered as an admission

the due performance of the contractor any part there of in any respect or the acquiring of any claim nor shall it conclude, determine or effect in any way the powers of the Engineer-in-charge under the conditions, or in any other way as to the final settlement and adjustment of the accounts or otherwise, or in any other way vary or effect the contract. The final bill shall be submitted by the contractor within one month of the date fixed for completion of the work otherwise the Engineer in charge's certificate of the measurement and to the total amount payable for the work accordingly shall be final on all parties.

Payment on intermediate certificate to be regarded as advances.

CLAUSE 8 :

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

Bills to be submitted monthly.

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in-charge may prepare a bill from such list which shall be binding on the contractor in all respects.

CLAUSE 9 :

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

Bills to be on printed forms.

CLAUSE 10:

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

CLAUSE 11 :

The contractor shall execute the whole and every part of the work in most substantial and workman like manner and both as Specification, Drawing and regards materials and otherwise in every respect in strict accordance with the specification. The contractor shall also confirm exactly, fully and faithfully to

Works to be Executed in accordance with specification drawings orders etc.

the designs, drawing and instruction in writing relating to the work signed by the Engineer-in-charge and lodged in the office and to which the contractor shall be entitled to have access at such office or at the site of the work for the purpose of the inspection during office hours and contractor shall, if he so requires be entitled at his own expense to make or cause to be made copies of the specification, and of all such designs drawing and instructions as aforesaid.

Contractor

Witness

Executive Engineer

CLAUSE 11-A

Removal of employed workmen and foreman.

The Engineer-in-charge shall have full powers at all times to object to the employment of any workmen, foremen or other employee on the works by the contractor and if the contractor shall receive notice in writing from the Engineer-in-charge requesting the removal of any such man or men from the work, the contractor shall comply with the request forthwith. No such workmen, foreman, foreman or other employee after his removal from the works the by request of the Engineer-in-charge shall be re-employed or reinstated on works by the contractors at any time except with the prior approval in writing of the Engineer-in-charge.

The contractor shall not be entitled to demand the reason from Engineer-in-charge for requiring the removal of any such workmen, foreman, or other employees.

CLAUSE 12:

Alteration in specifications and designs.

The Engineer-in-charge shall have power to make any specification and alteration in or omission from additions, to or substitutions for the original Specifications, drawing, designs and instructions that may appear to him to be necessary of advisable during the progress of the work and the contractor shall be bound to carry out the work in accordance with any instructions which may be given to him in writing signed by the Engineer-in-charge and such alterations, omissions, additions or substitutions shall not invalidate the contract, and any altered, additional or substituted work which the contractor may be directed to do in the manner above specified as part of the work shall be carried out by the contractor on same condition in all respects on which he agreed to do the main work and at the same rates as are specified in the tender for the main work. The time for the completion of the work shall be extended in the proportion the altered, additional or substituted work bears to the original contract work and the certificate of the Engineer-in-charge shall be conclusive as to such proportion. And if the altered additional or substituted work includes any class of work, for which no rate is specified in the contract, then such class of work shall be carried out at the rates entered in the schedule of rates of the district subject to the same percentage above or below as included in the contract and if such class of work is not entered in the schedule of rates of the district then the contractor shall within seven days of the date of the receipt of the order to carry out the work inform in consequence the Engineer-in-charge of the rate which it is his intention to charge for such class of work and if the Engineer-in-charge does not agree to this rate he shall be notice in writing, be at liberty to cancel his order to carry out such class of work and arrange to carry it out in such manner as he may consider advisable; provided always that if the contractor shall commence work or incur any expenditure in regard there to before the rates shall have been determined lastly herein before mentioned, then and in such case he shall be entitled to be paid in respect of the work carried out or expenditure incurred by him prior the date of determination of the rates as aforesaid according to such rate or rates as shall be fixed by the Engineer-in-Charge. In the event of a dispute the decision of the Chief Engineer, Haryana Tourism Corporation shall be final and binding.

Do not invalidate contracts

Extension of time in consequence of alterations.

Contractor

Witness

Executive Engineer

CLAUSE 13 :

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

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

CLAUSE 14 :

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

Action and compensation payable in case of badwork.

CLAUSE 15 :

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

Works to be open to Inspection.

Contractor or responsible Agent to be present.

CLAUSE 16 :

The contractor shall give not less then five days notice in writing to the Engineer-in-Charge or his Sub-ordinate-in-Charge of the work before

Notice to be given before

Contractor

Witness

Executive Engineer

covering up or otherwise placing beyond the reach of the measurement any work in order that the same may be measured and correct dimensions thereof be taken before the same is so covered up or placed beyond the reach of measurement any work without the consent in writing of the Engineer-in-Charge or his subordinate in-charge of the work if any work shall be covered up or placed beyond the reach of measurement without such notice having been or consent obtained the same shall be uncovered at the contractor's expense or in default there of no payment or allowances shall be made for such work or the material with which the same was executed.

work is covered up.

CLAUSE 17 :

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

Contractor liable for damage done and for imperfections for 3 months after certificate.

CLAUSE 18 :

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

Contractor to supply plant ladder scaffolding etc.

And be liable for damages/ arising from non provision of lights, fencing, etc.

Contractor

Witness

Executive Engineer

CLAUSE 19 :

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

Female
Labour

CLAUSE 19 A :

No labourer below the age of 12 years shall be employed on the work.

CLAUSE 19 B :

The contractor shall pay his labourer not less than the wages paid for similar work in the neighbourhood.

CLAUSE 20 :

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

Works on
Sunday

CLAUSE 20 A :

Contract liable for payment of compensation to injured workman or in case of death to his relation.

In every case in which by virtue of the provision of section 12 subsection (1) of the Workmen's Compensation Act, 1923 Haryana Tourism Corporation is obliged to pay compensation to a workman employed by the contractor, in execution of the works, Haryana Tourism Corporation will recover from the contractor the amount or the compensation so paid and without prejudice to the rights of Haryana Tourism Corporation under Section 12 sub-section (2) of the said act, Haryana Tourism Corporation shall be at liberty to recover such amount or any part there of by deducting it from the security deposit or from any sum due by Haryana Tourism Corporation to the contractor whether under this contractor otherwise.

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

Work not to be Subject.

CLAUSE 21 :

Contract may be rescinded and security deposit forfeited for subletting bribing of if contractor become

The contractor shall not be assign or sublet his contract without the written approval of the Chief/Executive Engineer. And if the contractor shall assign or sublet his contract or attempt to do, become insolvent or commence any insolvency proceedings or make any composition with the creditors or attempt so to do, or if any bribe, gratuity, gift, loan, prerequisite, reward or advantage, pecuniary or otherwise shall either directly or indirectly be given, promised or offered by the contractor, or by any of his servants or agents to any public officer or person in the employment of H.T.C. in any way relating to his office or employment or any such officer or person shall become in any way directly or indirectly interested in the contract the Chief/Executive Engineer may there upon by notice in writing rescind the contract and the security deposit of the contractor shall there upon stand forfeited and be

Contractor

Witness

Executive Engineer

insolvent.

absolutely at the disposal of Corporation and the same consequences shall ensure as if the contract had been rescinded under clause 3 hereof and in addition the contractor shall not be entitled to recover or be paid for any work there of actually performed under the contract.

Sum payable by way or Compensation to be considered as responsible compensation without reference to actual loss.

CLAUSE 22 :

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

CLAUSE 22 A :

Deduction of amounts due to govt. on any account whatsoever to be permissible from sums payable to a contractor.

Any excess payment made to the contractor inadvertently or otherwise under this contract or any account whatever and any other sum bound to be due to H.T.C. by the contractor in respect of his contract or any other contract, or work order any account may be deducted from any sum whatsoever payable by H.T.C. to the contractor either in respect of this contract or any work order or contract or any other account by any other branch of the Haryana Tourism Corporation.

CLAUSE 23 :

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

Change in constitution of firm.

CLAUSE 24 :

All works to be executed under the contract shall be executed under the directions and subject to the approval in all respect of the Chief/Executive Engineer of the Corporation for the time being who shall be entitled to direct at what point or points and in what manner they are to be commenced and from to time carried on.

Works to be under direction of Chief / Executive Engineer.

CLAUSE 25 :

No claims for payment of an extraordinary nature, such as claims for a bonus for extra employed in completing the work before the expiry of the contractual period at the request of the Engineer-in-charge or claims for compensation where work has been temporarily brought to a stand still though no fault of the contractor, shall be allowed unless and to the extent that the same shall have been expressly sanctioned by the Haryana Tourism Corporation under the signature of its Managing Director whose decision in this regard will be final and binding.

Claim for payment of an extraordinary nature to be referred to Managing Director for decision.

Contractor

Witness

Executive Engineer

CLAUSE 25A :

1) If any dispute of difference of any kind whatsoever shall arise between the Managing Director, H.T.C./his authorized agents and the contractor in connection with or arising out of the contract or the execution of the work that is (i) whether before its commencement or during the progress of the work or after its completion (ii) and whether before or after the termination, abandonment or breach of the contract, it shall in the first instance be referred to for being settled by the Executive Engineer-in-charge of the work at the time and he shall within a period of sixty days after being requested in writing by the contractor to do so, convey his decision to the contractor and subject to arbitration as hereinafter provided such decision in respect of every matter so referred shall be final and binding upon the contractor. In case the work is already in progress, the contractor will proceed with the execution of the work on receipt of the decision by the Executive Engineer-in-charge as aforesaid with all due diligence whether he or the Managing Director, HTC or his authorized agent requires arbitration as hereinafter provided or not. If the Executive Engineer-in-charge of the work has conveyed his decision to the contractor and no claim to arbitration has been filed with by the contractor within a period of sixty days from the receipt of the letter communicating the decision the said decision shall be final and binding upon the contractor and will not be a subject matter of arbitration at all. If the Executive Engineer-in-charge of the work fails to convey the decision within a period of sixty days after being requested as aforesaid the contractor may within further sixty days, of the expiry of first sixty days from the date on which request has been made to the Executive Engineer-in-charge request the Engineer-in-charge, that the matter in dispute be referred to arbitration, as hereinafter provided.

Arbitration
clause

2) All disputes of differences in respect of which the decision is not final and conclusive shall at the request in writing of either party, made in communication sent through Registered A.D. Post, be referred to the sole arbitration of any serving Superintending Engineer/Chief Engineer to be nominated by name & designation by the Managing Director HTC at the relevant time. It will be no objection to any such appointment that the arbitrator so appointed is a Government servant, or that he had to deal with the matters to which the contract relates and that in course the of his duties as a government servant he had expressed his views on all or any of the matters in dispute. The arbitrator to

whom the matter is originally referred being transferred or vacating his office, his successor in office as such shall be entitled to proceed with the reference from the stage at which it was left by his predecessor.

In case the arbitrator nominated by the M.D./HTC is unable or unwilling to act as such for any reason, whatsoever the M.D./HTC shall be competent to appoint and nominate any other serving Superintending Engineer/Chief Engineer, as the case may be, as arbitrator in his place and the Arbitrator so appointed shall be entitled to proceed with the reference.

3) It is also a term of this arbitration agreement that no person other than a person appointed by the M.D./HTC shall act as arbitrator and if for any reason that is not possible the matter shall not be referred to arbitration at all. In all cases where the aggregate amount awarded exceeds Rs. 25000/- (Rs. Twenty

Contractor

Witness

Executive Engineer

five thousand only) the arbitrator must invariably give reasons for his award in respect of each claim and counter claim separately.

4) The arbitrator shall award separately giving his award against each claim and dispute raised by either party including any counter claim individually and that any lumpsum award shall not be legally enforceable.

5) The following matter shall not lie within the purview of arbitration:

a) Any dispute relating to the levy of compensation as liquidated damages which has already been referred to the Chief Engineer and is being heard or/ and has been finally decided by the Chief Engineer-in-charge of the work.

b) Any dispute in respect of substituted, altered, additional work omitted work/defective work referred by contractor for the decision of the Chief Engineer, HTC- in charge of the work, if it is being heard or has already been decided by the said C.E./HTC.

c) Any dispute regarding the scope of the work or its execution or suspension or abandonment that has been referred by the contractor for the decision of the H.T.C. Ltd. and has been so decided finally by the H.T.C.

6) The independent claims of the party other than the one getting the arbitrator appointed, as also counter-claims of any party will be entertained by the arbitrator notwithstanding that the arbitrator had been appointed at the instance of the other party.

7) It is also a term of this arbitration agreement that where the party invoking arbitration is the contractor, no reference for arbitration shall be maintainable unless the contractor furnishes to the satisfaction of the Executive Engineer-in-charge of the work, a security deposit of a sum determined according to details given below and the sum so deposited shall, on the termination of the arbitration proceeding, be adjusted against the cost, if any awarded by the arbitrator against the claimant party and balance remaining after such adjustment in the absence of any such cost being awarded, the whole of the sum will be refunded to him within one month from the case of the award:

Amount of the claims	Rate or security deposit
(i) For claims below Rs. 10,000/-	2% of amount claimed
(ii) For claims of Rs. 10,000/- and above but below Rs. 1,00,000/-	5% of amount claimed
(iii) For claims of Rs.1,00,000/- and above	7.5%of amount claimed

The stamp fee due on the award shall be payable by the party as desired by the arbitrator and in the event of such party's default stamp fee shall be recoverable from any other sum due to such party under this or any other contract.

Contractor

Witness

Executive Engineer

- 8)
 - a) The fee of the arbitrator will be borne by the Claimant/Applicant.
 - b) The venue of the arbitration shall be such place or places as may be fixed by the arbitrator in his sole discretion. The work under the contract shall continue during the arbitration proceedings
- 9) Neither party shall be entitled to bring a claim for arbitration if the appointment of such arbitrator has not been applied within 6 months:-
 - a) Of the date of completion of the work as certified by the Executive Engineer-in-charge, or
 - b) Of date of abandonment of the work, or
 - c) Of its non-commencement within 6 months from date of abandonment, or written orders to commence the work as applicable or
 - d) Of the completion of the work through any alternative agency or means after withdrawal of the work from the contractor in whole or in part and/or its rescission, or
 - e) Of receiving any intimation from the Executive Engineer-in-charge of the work that final payment due to or recovery from the contractor had been determined which he may acknowledge and/or receive.

Whichever of (a) to (e) above is the latest,

If the matter is not referred to arbitration within the period prescribed above, all the rights and claims of any party under the contract shall be deemed to have been forfeited and absolutely barred by time even for civil litigation notwithstanding.

10) It is also a term of this arbitration agreement that no questions relating to this contract shall be brought before any Civil Court without first invoking and completing the arbitration proceeding as above, if the scope of the arbitration specified herein covers issues that can be brought before the arbitrator i.e. any matter that can be referred to arbitration shall not be brought before a Civil Court. The pendency for arbitration proceedings shall not disentitle the Corporation to terminate the contract and make alternative arrangements for the completion of the work.

11) The arbitrator shall be deemed to have entered on the reference on the day he issues notices to the parties fixing the first date hearing. The arbitrator may, from time to time, with the consent of the parties, enlarge the initial time for making and publishing the award.

12) It is also a term of this arbitration agreement that subject to the stipulation herein mentioned, the arbitration proceeding shall be conducted in accordance with the provisions of the Arbitration Act 1996, or any other law in force for the time being.

Contractor

Witness

Executive Engineer

CLAUSE 26 :

The contractor shall obtain from the stores of the Engineer-in-charge all stores and articles of the European or American or any other foreign make (approved) manufacture which may be required for the work or any part

Stores of foreign make to be obtained

from the Haryana Tourism Corporation.

thereof or in making up articles required thereof in connection therewith unless he has obtained permission in writing from the Engineer-in-charge to obtain such stores and articles elsewhere. The value of such stores and articles as may be supplied to the contractor by the Engineer-in-charge will be debited to the contractor in his account at the rates shown in the schedule attached to the contract, and if they are not entered in the schedule they will be debited at cost price which for the purposes of this contract shall include the cost of the carriage and all other expense which shall have been incurred in obtaining delivery of the same at the stores aforesaid.

CLAUSE 26 A:

Fluctuation in Railway freight.

No alteration in contract rates shall be admissible in consequence of fluctuation in railway freight when such railway freight is on account of material which is required by the contractor in fluctuations the manufacture of an articles to be supplied under this contract, i.e. fluctuations of railway freight on coal required for burning bricks will not be taken into consideration, or for purposes of this clause. Similarly no alteration in rates will be allowed when a manufactured articles is transported by rail from place A to place B to from part of a finished work.

CLAUSE 27 :

Lumpsum in estimate

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

CLAUSE 28 :

Procedure where no specification provided.

In the case of any clause of work for which there is no such specifications as is mentioned in Rule-1 such work shall be carried out in accordance with the district specification and in the event of there being no district specification, than in such case the work shall be carried out in all respect in accordance with the instructions and requirements of the Engineer-in-charge.

Contractor

Witness

Executive Engineer

CLAUSE 29 :

Definition on work

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

CLAUSE 30 :

The percentage referred to at page of the tender will be calculated on the gross amount (value of finished work including cost of materials whether purchased from Haryana Tourism Corporation or Direct) or (1) the items of work to which the rates in the tender apply and also (2) the items of the work for which rates exists in the schedule of rates of the district.

CLAUSE 31 :

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

CLAUSE 32 :

The schedule of Additional Conditions, H.T.C./state instructions to labour regulations, Fair wages charge and the rules for the protection on Health and sanitary arrangements for workers employed by H.T.C. or its contractor, shall be deemed to be part of this contract and any breach there of shall be deemed to a breach of this contract.

CLAUSE 33 :

The contractor shall make arrangements for carrying out the quality Control test of each item as per relevant code published by the Bureau of Indian standard The cost of Carrying out the testing shall be borne by the Contractor. Quality test.

* Here terms the official designation of the officer to be appointed as arbitrator.

For & on behalf of M.D. H.T.C.

Contractor

Witness

Executive Engineer

Contractor

Witness

Executive Engineer

GENERAL INSTRUCTION AND CONDITIONS

1. Before tendering, the contractor is advised to inspect the site to fully acquaint himself about the site conditions in regard to accessibility of site, nature and the extent of ground, working conditions including/stacking of materials, installation of T & P etc. required, conditions affecting accommodation and movement of labour etc. required for the satisfactory execution of the work. No claim, whatsoever, on this account shall be entertained by the Corporation.
2. Nomenclature of schedule of quantities is based on Haryana Schedule of Rates, 1988. Some items have been derived from the H.S.R. 1988 to facilitate the tenderers for easy calculations.

Nomenclature in the Haryana Schedule of Rates 1988 is co-related with Haryana P.W.D. specifications 1990 edition of specification. As such contractor who tender for this work is required to go through the Haryana P.W.D. specification and same will be followed for the execution of work. In case there is no specification in P.W.D. specification, 1990, the work will be executed in accordance with the requirement of B.I.S. standards, I.S.I. specification will be precedence or take over the Haryana P.W.D. specification, 1990. In case of any dispute in respect of specification, decision of the Chief Engineer, Haryana Tourism Corporation Ltd. Will be the final and binding on both the parties in between which agreement is made.
3. The contractor shall sign a declaration under the official Secrets Act for maintaining secrecy of the tender documents, drawings or any other records connected with the works given to him.
4. The contractor's responsibility under the contract shall commence from the date of issue of orders of acceptance of tender.
5. The contractor shall consult the Engineer-in-charge in writing regarding collection and stacking of materials in any place other than those approved by the Engineer-in-charge. No excavated earth or buildings materials shall be stacked on areas where other buildings, roads, services or compound wall etc. are to be constructed.
6. The contractor must take all precautions to avoid any accidents by exhibiting necessary caution boards, day and night signals, speed limit boards, red flags and red lights and by providing barriers. He shall be responsible for all damages and accidents caused due to negligence on his part. No hindrance shall be caused to traffic during the execution of work.
7. In case a fixed deposit/Bank guarantee of a scheduled bank is furnished by the Contractor to the Corporation as part of Security Deposit and the Bank goes into liquidation or for any reason is unable to make the payment against the said fixed deposit receipt/Bank guarantee, the loss caused thereby shall fall at the contractor's end. The contractor shall forthwith, on demand furnish equivalent additional security to Corporation to make good the deficit.
8. Contractor will have to make his own arrangements for tools and plants required for the work and the department will not supply any tools and plants unless otherwise specified.
9. Royalty shall have to be paid by the contractor wherever applicable, directly to the concerned authorities. No, claim for extra payment on this Account will be admissible.
10. For excavation in rocky area, contractor can do blasting. The blasting should be done in a manner not to damage existing structures adjacent to the work. In case of any damage on this account or any other damage due to contractor or his workman, contractor will be liable to pay the cost of damages assessed by the Executive Engineer, Haryana Tourism Corporation.

Contractor

Witness

Executive Engineer

The Executive Engineer, Haryana Tourism Corporation reserves the right to get the damages set right from the contractor at his cost to his satisfaction.

11. The contractor shall maintain in good condition all work executed till the completion of the entire work allotted to the contractor.
12. No compensation shall be payable to the contractor for loss or theft and for Act of God such as damages caused by rains, windstorm or floods etc. during execution of work. He will make good all such damages at his own cost and no claim on this account will be entertained. The contractor shall bale out rainwater collected during execution of the work from the excavated trenches, at his own cost. Nothing extra shall be payable on this account.
13. The contractor shall clear the site thoroughly of all rubbish etc. left behind on completion of portions of the work and roughly dress the site around the building to the satisfaction of the Engineer-in-charge.
14. The work shall be carried out in a manner complying in all respects with the requirement of relevant byelaws of the local authorities.
15. The contractor shall have to execute the work in such places and conditions where other agencies will also be engaged for other works such as site grading, filling and leveling air-conditioning, electrical and mechanical engineering works, interior decoration works etc. The contractor shall co-operate and afford other contractors reasonable opportunity for access to the works for the carriage and storage of materials and execution of their works. Whenever the work being done by the any other wing of the Corporation or by other contractors EMPLOYED by the Corporation is contingent upon work covered by this contract the respective rights of the various interests involved shall be determined by the Engineer-in-charge to secure the completion of the various portions of the work in general harmony. No claim shall be entertained due to the work being executed in the above circumstances.
16. Without repugnance to any other condition, it shall be the responsibility of the contractor for this contract to work in close co-operation and co-ordination with the mechanical, electrical, air-conditioning, interior decoration, inter-communication contractors and other agencies or their authorized representative in providing the necessary grooves, recesses, cut-outs openings inserts etc. in walls, slabs, beams and columns etc. and making good the same to the desired finish as per specifications, for the placement of Electrical and inter-communications, cables, conduits, air-conditioning inlets and outlets grills and other equipments etc. where required.No claim shall be entertained on account of above.
17. All signatures in tender documents shall be dated, as well as all the pages of all sections of tender documents shall be initialed at the lower right hand corner or signed wherever required in the tender papers by the tenderer or by a person holding power of attorney authorizing him to sign on behalf of the tenderer before submission of tender.
18. Whenever the contractor requires to work at night, he shall give 24 hours notice to the Engineer-in-charge in writing so that proper supervision of the work could be arranged by the Engineer-in-charge in time. The contractor should arrange for adequate lighting for work at night.
19. Land for contractor's field offices, godowns, workshop and labour sheds.
 - a) The contractor shall be permitted to erect temporary field office, laboratory, godowns, workshop assembly hall and labour sheds within the boundary of the land allotted to him as desired by the Engineer-in-charge. The temporary structure mentioned above shall be erected by the contractor at his own cost and they shall be provided with adequate water supply and sanitary installation as stipulated elsewhere in the tendered documents.

Contractor

Witness

Executive Engineer

- b) On completion of the work undertaken by the contractor, he shall remove within 2 weeks all temporary work erected by him and have the site cleared as directed by the Engineer-in-charge. If the contractor fails to comply with these requirements, the Engineer-in-charge may at the risk and cost of the contractor remove such temporary structures, surplus and rubbish material and dispose off the same as he deems fit and get the site cleared as aforesaid, and the contractor shall forthwith pay the amount of all expenses so incurred and shall have no claim in respect of any such surplus materials disposed off as aforesaid.
20. POWER SUPPLY : The department will not be responsible for supply of power for construction purposes. The power shall be arranged by the contractor from the local Electricity authority. The electrical equipment's, connections, cable work, wiring etc. shall conform to the requirement of Electricity authority. The temporary lines will be removed forthwith after the completion of the work or if there is any hindrance caused to the other works due to the alignment of these lines, the contractor will re-route or remove the lines at his own cost. The contractor at his own cost will also provide suitable electric meters, fuses, switches etc. The cost of power supply shall be payable by the contractor directly to the Electricity authority.
21. The security will be released after the expiry of the defect liability period which is 3 months from the date of issue of the completion certificate by the engineer in charge or after the final bill has been prepared and passed whichever is later.
22. No pits shall be dug by the contractor on the site for taking out earth work for use of the work. In case of default, the pits so dug will be filled by the department at the cost of the contractor plus 17% departmental charges. A certificate of Engineer-in-charge of cost of filling up the pits shall be final.
23. The contractor shall not be entitled to any payment on account of work done till he signs his agreement and the same is accepted by the competent authority.
24. Nothing extra will be paid for any lead or lifts unless and otherwise specified for any material required directly or indirectly. The rates to be quoted by the contractor should include all leads and lifts.
25. Should the tenderer modify or withdraw his tender within a period of 3 months from the date of receipt of tenders, he is liable to be black listed and his earnest money shall stand forfeited.
26. The Engineer-in-charge may require the contractor to dismiss or remove from the site of the work any person or persons in the contractor's employment upon the work who may be incompetent or misconduct himself and the contractor shall forthwith comply with such requirements.
27. The contractor shall fully comply with all provision of the Minimum Wages Act, 1948, contract Labour (Regulation and Abolition) Act, 1970, and rules framed thereunder and other labour laws affecting contract labour that may be brought into force from time to time.
28. The contractor shall fully indemnify the Managing Director, Haryana Tourism Corporation against any action, claim or proceeding relating to infringement or use of any patent or design or any alleged patent or design rights and shall pay any royalties which may be payable in respect of any article or part thereof included in the contract. In the event of claims made under or action brought against Corporation in respect of any such matters as aforesaid, the contractor shall be immediately notified thereof and the contractor shall be at liberty, at his own expenses to settle any dispute or to conduct any litigation that may arise therefrom. Provided that the contractor shall not be liable to indemnify the Managing Director if the infringement of the patent or design or any alleged patent or design right is the direct result of an order passed by the Engineer-in-Charge in this behalf.
29. Without prejudice to any of the rights or remedies under this contract, if the contractor dies, the Chief Engineer or Engineer-in-charge/E.E. on behalf of the Managing Director of Haryana Tourism Corporation shall have the option of terminating the contract without compensation to the contractor.

Contractor

Witness

Executive Engineer

30. The contractor shall comply with the provisions of the Apprentices Act, 1961 and the rules and orders issued there under from time to time. If he fails to do so, his failure will be a breach of the contract and the Chief Engineer may, in his discretion, cancel the contract. The contractor shall also be liable for any pecuniary liability arising on account of any violation by him of the provision of the Act.
31. The Executive Engineer, Haryana Tourism Corporation reserves the option to take away any items 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.
32. The contractor has to make his own arrangement for water, bricks, wood work, steel and every other items required directly or indirectly except the materials listed in schedule of materials for completion of work.
33. No claim shall be entertained on account of increase in price of labour and material due to any cause whatsoever.
34. Actual quantities of completed and accepted work shall only be paid.
35. The rate quoted by the contractor should be inclusive of octroi tax, terminal tax, royalty and all other taxes and charges. These should be for complete work in all respects.
36. Amount of work may be increased or decreased and any item omitted and substituted in accordance with the requirements of the Corporation and no claim on this account shall be entertained.
37. If for the execution of the work, the contractor will engages imported labuor, he shall immediately inform the local Health authorities entrusted with the work of eradication of Malaria for their (Labourers) inclusion in the Survelience operations and for getting their blood examined from the aforesaid authorities in order to exclude Malaria positives.

Imported Labour :- Means labour belonging to a state other than state of Haryana.

38. The contractor shall be responsible for loss or damages to any material issued to him by the Corporation from any cause whatsoever. In case of materials such as cement, paint or any of the commodity issued to the contractor by the Engineer-in-charge for use directly on the aforesaid work or manufacture of materials required in connection therewith is not utilized for the purpose of which it is issued and is otherwise disposed of by him or spoiled or lost or allowed to get deteriorated or used in excess of the quantity actually required to be used as per specifications herein stipulated or those fixed by the Engineer-in-charge, the cost of such quantity of that materials shall without prejudice to the other rights and remedies available to Corporation be recoverable from the contractor at the double rate at which it is agreed to be supplied to the contractor.
- b) The recovery from contractor for the material consumed in excess or short of the theoretical requirements as per specification herein stipulated or otherwise fixed by Engineer-in-Charge other than the variation to be regulated by the proceeding clause.

SUCH VARIATION SHALL BE DEALTH WITH AS UNDER

Contractor

Witness

Executive Engineer

(A) For excess consumption of materials.

- (i) Upto 5% (Five percent) No action is called for.
- (ii) Above 5% (Five percent) the recovery will be made for the excessive consumption of materials at penal rate i.e. double the rate of which it is agreed to be issued. Regarding further action to be taken against the contractor the matter is left to the discretion of the Executive Engineer-in-charge, who will bring such cases to the notice of the Chief Engineer whose decision in all such cases shall be final.

(B) For short Consumption of material,

- (i) Upto 5% the recovery of cost of materials thus saved shall be made from the contractor at the issue rates.
- (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 materials shall be recovered from the contractor at the issue rates. The Executive Engineer reserves the right to take any other deterrent action which he deems fit against the contractor. In case where the items of work become non-schedule, and non-agreement due to less consumption of material, the Executive Engineer may sanction such non-schedule and non-agreement rates upto Rs.10,000/- and where large amounts are involved the rate as standing order shall be got approved from the higher competent authority. It shall also be left to the discretion of the Executive Engineer to determine whether the stability of the structure is effected adversely due to the less consumption of materials and in case he feels that it is likely to be so the Executive Engineer-in-Charge shall reject the work and decision of the Chief Engineer in such matters shall be final.

- 39. The items of work to be executed at site, for which tendered for, not covered in the Schedule of quantity, part of this tender document, will be paid at Haryana Schedule of rates plus premium to be calculated by the Executive Engineer on the basis rates quoted by the contractor separately on different heads of Schedule of quantities i.e. building work, Electric Installation work, Sanitary installation, Water supply and Sewerage & Drainage. The premium calculated will be binding for both the parties in which agreement is made.
- 40. The items of work to be executed at site for which tendered for, neither covered in the Schedule of quantities not covered in Haryana schedule of rates 1974 will be paid at market rates plus 10% contractor profit on material and 21.5% profit on labour. The contractor will be required to produce the original vouchers in respect of purchase of material or sufficient proof to justify the rates of material. However the decision of competent authority for non schedule item, regarding the rate of material and labour required shall be final.
- 41. Steel of tested quality as per ISI standard will be arranged by the contractor himself from TISCO or Steel Authority of India Ltd. Steel will not be permitted to be arranged from any other source except under written orders from the Engineer-in-charge, who will specify tests which will have to be supplied by the contractor before the steel is accepted.
- 42. GST & Cess as applicable will be deducted from all Running Bills on total value of work done. In addition income tax as applicable will also be deducted from all running bills.
- 43. **Responsibility for defective work :**

Contractor

Witness

Executive Engineer

The contractor shall be responsible for the imperfect/defective work executed by him even if the work is accepted for payment purposes during the running bills. The entire cost of repair/re-doing shall be borne by the contractor.

44. The contractor shall be responsible for deposit of GST, as applicable, with the Govt. at his level.
45. 1% labourcess shall be deducted from each bill of the agency/ contractor as per instruction issued vide CE/HTC No. 3508-09 dt.16.08.07.
46. GST shall be deducted as applicable from time to time from each bill of the agency/ contractor.
47. All taxes, local taxes, GST fees and cessetc as applicable from time to time will be borne by the agency/ contractor.

For & on behalf of the
Managing Director
Haryana Tourism Corporation Ltd.

Contractor

Witness

Executive Engineer

The contractor will use pipes, fitting and fixture only as detailed below :

- | | | |
|----|-----------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1. | G.I. Pipes | ISI mark `B' class |
| 2. | G.I. specials fittings | R mark/U unik make. |
| 3. | HCI pipes | ISI marks from Godavari Trading Co. or ISI mark from any other company approved by Engineer-in-Charge. |
| 4. | HCI Specials | Godavari manufactured by Godavari trading Co., or NIF manufactured by New India Foundary. |
| 5. | Chinawares | (Consisting of wash hand basin, European Wcs, Indian Wcs, low level cistern, urinals, sinks, etc.) made by Hindustan Sanitarywares `H' Vitreous Ist quality. |
| 6. | C.P. fittings pillar cock bib cock etc. | Nova, Jacquar make purchased from only authorized dealer |
| 7. | Geysers | ISI mark to be purchased by the Deptt. and supplied to the contractor for fixing at site. |

Contractor

Witness

Executive Engineer

**Rules for the protection of Health and Sanitary Arrangements for workers employed
by the Haryana Tourism Corporation 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 had undertaken to execute under the contractor) to the satisfaction of the Engineer-in-Charge and on his failure to do so, Corporation shall be entitled to provide the same and recover the cost from contractor.

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

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

- (i) Leave (i) case of delivery, Maternity leave not exceeding 8 weeks upto and including the day of delivery and 4 weeks following that day.
- (ii) In case of miscarriage :- Upto 3 weeks from the date of Miscarriage. Pay in case of delivery leave during maternity leave will be at the rate of the women average daily earning calculated on the total wages earned on the days when full time work has done during a period of 3 months immediately proceeding to date on which she gives notice than she expects to an find or at rate of 12/- per day whichever is greater.
- (iii) In case of miscarriage: leave pay at the rate of 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 proceeding the date on which she proceeds on leave; (FIRST AID) (a) at every work place, there shall be maintained in easily accessible place first aid appliances including adequate supply of sterilized Cotton wools. The appliances shall be kept in good order and at large work place, they shall be placed under the charge of a responsible person who shall be readily available during the working hours (b) at large works places where hospital facilities are not available with in early distance of the works, first aid post shall be established and be run by a trained compounder.
- 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 or in their suburbs and no beds are considered necessary owing to the proximity of city or town hospital a suitable transport shall be provided to facilitate to remove of urgent cases to these hospitals. At other work places some conveyance facilities such as car, shall be kept readily available to take injured persons suddenly taken seriously ill to the nearest Hospital.

Contractor

Witness

Executive Engineer

Contractor

Witness

Executive Engineer

SCALES OF ACCOMMODATION IN LATRINES/ URINALS

There shall be provided within the premises 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 Sits
a) Where the numbers 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 particular cases the Executive Engineer shall have the powers to vary the scale where necessary.

LATRINES AND URINALS FOR WOMEN

If women are employed, separate Latrines and urinals screened from these for men and marked in, vernacular in conspicuous letters "For women only" shall be provided on the scale laid in rules. Similarly those for men shall be marked "FOR MEN ONLY". A 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 the latrines.

LATRINES AND URINALS

Except in work places provided with flush latrines concerned with a water borne sewerage system all latrines shall be provided with receptacles or dry earth system which shall be in working order and kept in a strictly sanitary conditions. The receptacles shall be tarred inside and outside atleast once a year.

The inside walls shall be constructed of masonry or some suitable heat-resisting nonabsorbent materials and shall be cement washed inside and outside atleast once a year. The dates of cement shall be noted in register maintained for this purpose and kept available for inspection.

DISPOSAL OF EXCRETA

Unless otherwise arranged for by the local sanitary authorities 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 Astt. Director of Public Health or Municipal Medical Officer of Health, as the case may be, in whose Jurisdiction the work place is situated, alternatively excreta may be disposed of by putting a layer of night soil at the bottom of pucca tank prepared for the purpose and covering it with 9 inches layers of earth for a fortnight when it will turn into a manure.

CRECHE :

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

Provision of Shelter during rest :-

At every work place at which 50 or more women workers are ordinarily employed there shall be provided two huts for use of children under the age of 6 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 than the following:-

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

Contractor

Witness

Executive Engineer

The huts 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 in attendance. Sanitary utensil's shall be provided to the satisfaction of Health Officer of the area concerned. The use of the hut shall be restricted to children, their attendants and mothers of the children.

CANTEEN

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

GENERAL RULES AS TO SCAFFOLDS :-

- i) Suitable scaffolds shall be provided for workmen for all works that can not be safely done from a ladder or by other means.
- ii) A scaffolds shall not be constructed, taken down or substantially altered, except.
 - a) As far as possible competent workers possessing adequate experience in this kind of work.
 - b) Under the supervision of a competent and responsible person and
 - c) All scaffolds appliances and connected there with all ladders shall :-
 - 1) be of sound material
 - 2) be of adequate strength having regard to the loads and strains to which they will be subjected.
 - 3) be maintained in proper condition.
 - 4) Not be over loaded and so far as practicable, the load shall be evenly distributed.
 - 5) shall be so constructed that no part there of can be displaced 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) Be periodically inspected by the competent person.
 - 8) Before allowing a scaffolds to be used by the workmen, every care shall be taken to see whether the scaffolds have been created by his workmen or not and steps taken to ensure that it complies fully with the requirement of the articles.
 - 9) Working platform 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 obstructions.

Contractor

Witness

Executive Engineer

2. 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 gangways shall be closely boarded unless other adequate measures are taken to ensure safety.
 - ii) every working platform and gangways shall have adequate width and
 - iii) every working platform gangway working place and stairway shall be suitably fenced.

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 to persons or materials.

When persons are employed on a roof where there is a danger of falling from a height exceeding that to be prescribed by national laws or regulations suitable precautions shall all be taken to prevent the fall to 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 of approach there to shall be adequately lighted.
3. Every ladder shall be securely fixed or such length as to provide secure hand hold and foot hold at every position at which it is used.
4. Adequate precautions shall be taken to prevent danger from Electrical equipment General rules as safety equipment and first aid.
5. No materials on the site shall be so stacked or placed as to cause danger to any person.

GENERAL RULES AS TO SAFETY EQUIPMETN AND FIRST AID

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

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

For & on behalf of the
Managing Director,
Haryana Tourism Corporation Ltd.

Contractor

Witness

Executive Engineer

FAIR WAGE CLAUSE

- (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 or piece-work notified from time to time for the area and where such wages have not been so notified, the wages have not been so notified, the wages prescribed by Haryana Tourism, for the distt. in which the work is done.

- (b) The contractor shall notwithstanding the provision of any agreement to the contrary, cause to be paid fair wage to labourers indirectly engaged on the work, including any labour engaged by his sub-contractors in connection with the said work, as if the labourers had been directly employed by him.
- (c) In respect of all labour directly or indirectly employed on the work for the performance of the contractor's part of this agreement, the contractor shall comply with or cause to be complied with the Haryana Tourism Corporation Limited, Contractor's labour Regulations made by Haryana 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 slip, publication of wages and other terms of employment inspection and submission of periodical returns and all other matters of a such like nature.
- (d) The Executive Engineer or Sub-Divisional Engineer concerned shall have the right to deduct, from the money due to the contractor, any sum required of 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 the benefit of the workers, non-payment wages which are not justified by the terms of the contract for non-observance of the regulations referred to in clause (c) above.
- (e) Vis-à-vis the Haryana Tourism Corporation, the contractor shall be primarily liable for all payments to be made under, and for 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 Breach thereof shall be deemed to be a breach of this contract.

Contractor

Witness

Executive Engineer

**HARYANA GOVERNMENT
CONTRACTOR'S LABOUR REGULATIONS**

- 1) SHORT TITLE : The regulations may be called Haryana Tourism Corporation Ltd., Contractor's, Labour Regulations.
- 2) DEFINITIONS: In the regulations, unless otherwise expressed or indicated, the following words & expression shall have the meaning hereby assigned to them respectively that is to say -
 - i) "Labour" means workers employed by Haryana Tourism Corporation Ltd./ Contractor directly or indirectly through a sub contractor or other person, or by an agent on his behalf.
 - ii) "Fair wages" means wages whether for time or piece work notified from time to time for the area and where such wages have not been so notified, the wages prescribed by the Haryana Government for the District in which the work is done.
 - iii) "Contractor", shall include every person whether a sub-contractor or headman or agent employing labour on the work taken on contract.
 - (iv) "Wages" shall have the same meaning as defined in the payment of wages act 1936, and include time and piece rate wages.
- 3) DISPLAY OF NOTICES, REGARDING WAGES, ETC. :- The contractor shall before he commences his work on contract, display and correctly maintain and continue and to display and correctly maintain, in a clean and legible condition in conspicuous places on the work notices in English and in the Indian language spoken by the majority of the workers, giving the fair wages notified or prescribed by the Haryana Government and the hours or work for which such wages are earned
- 4) PAYMENT OF WAGES:-
 - (i) Wages due to every worker shall be paid to him direct.
 - ii) All wages shall be paid in current coin of currency or in both.
- 5) FIXATION OF WAGES PERIOD:-
 - (i) the contractor shall Fix wage periods in respect of which the wages shall be payable.
 - ii) No wage period shall exceed one month.
 - iii) Wages of every workman employed on the contract shall be paid before expiry of ten days after the last day of the wage period in respect of which the wages are payable.
 - iv) When the employment of any worker is terminated by or on behalf of the contractor, the wages earned by him shall be paid before the expiry of the day succeeding the one on which his employment is terminated.
 - v) All payments of wages shall be made on a working day.
- 6) WAGE BOOK AND WAGE SLIPS ETC. :-
 - (i) The contractor shall maintain a wage Book of each worker in such form as may be convenient, but the same shall include the following particulars.
 - a) Rate of daily or monthly wages.
 - b) Name of work on which employed.
 - c) Total number of days worked during each wages period.
 - d) Total amount payable for the work during each wage period.
 - e) All deductions made from the wages with an indication in each case of the ground for which the deduction is made.
 - f) Wages actually paid for each wages period.
 - (ii) The contractor shall also maintain a wages slip for each worker employed on.
 - (iii) The authority competent to accept the contract may grant an exemption from the maintenance of wage book and wage slips to a contractor who, in his opinion, may not directly or indirectly employ more than 100 person on the work.
- 7) FINES AND DEDUCTIONS WHICH MAY BE MADE FROM WAGES :-
 - (i) The wages of a worker shall be paid to him without any deduction of any kind except the following:-

Contractor

Witness

Executive Engineer

- a) fines
- b) Deductions for absence from duty; i.e. from the place where by the teams of his employment he is required to work. The amount of deduction shall be proportionate to the period for which he was absent.
- c) Deductions for damage to or loss of goods expressly entrusted to the employed person for custody or for loss of money for which he is required to account, where such damage or loss is directly attributable to his neglect or default.
- d) Any other deductions which the Haryana Tourism Corporation may from time to time allow.
- (ii) No fine shall be imposed on a worker and no deduction for damage or loss shall be made from his wages until the worker has been given an opportunity of showing cause against such fine or deductions.
- (iii) The total amount of fines which maybe imposed in any one wage period on a worker shall not exceed an amount equal to three paisa in a rupee of the wage payable to him in respect of that wage period.
- (iv) No fine imposed on any worker shall be recoverable from him by installment's or after the expiry of 60 days from the date on which it was imposed.
- 8) **REGISTER OF FINE ETC.** :- (i) The contractor shall maintain a register of fines and of all deduction for damage or loss. Such register shall mention the reason for which fine was imposed or deduction for damage or loss was made.
- (ii) The contractor shall maintain a list in English and in the Local Indian Language clearly defining acts and omissions for which penalty of fine can be imposed. He shall display such list and maintain it in a clean and legible conditions in conspicuous places on the work.
- 9) **PRESERVATION OF BOOKS:-** The wage book, the slips and the register of fine deduction required to be maintained under these regulations shall be preserved for 12 month after the date of last entry made in them.
- 10) **POWER OF LABOUR WELFARE OFFICERS TO MAKE INVESTIGATIONS OR ENQUIRY :-** The Labour welfare officer or any other person authorized by the Haryana Govt. on their behalf shall have power to make enquiries with a view to ascertaining and enforcing due and proper observance of the wage clause and the provisions of these regulations. He shall investigate into the complaint regarding the default made by the contractor or sub-contractor in regard to such provision.
- 11) **REPORT OF LABOUR WELFARE OFFICER :-** The Labour welfare officer or any other person authorized aforesaid shall submit a report of the result of his investigations or enquiry to the Executive Engineer concerned indicating the extent if any, to which the default has been committed and the amount of fine recoverable in respect of the acts of commission & commission of the labourer with a note that necessary deduction from the contractor's bill be made and the wages and other dues be paid to the labours concerned.
12. **APPEAL AGAINST TO DECISION OF LABOUR WELARE OFFICER:-** Any person aggrieved by the decision and recommendation of the Labour Welfare Officer or other person so authorized may appeal against such decision of the Labour Commissioner, but subject to such appeal the decision of the officer shall be final and binding upon the contractor.w
- 12-A No party shall be allowed to be represented by a lawyer during any investigation, enquiry appeal or any other proceedings under these regulations.

Contractor

Witness

Executive Engineer

13. **INSPECTION OF REGISTER** : The contractor shall allow inspection of the wage Book, Wage Slips to any of his workers or to his agent at a convenient time and place after the notice is received or the Labour Welfare Officer or any other person authorized by the Haryana Government in his behalf.
14. **SUBMISSION OF RETURNS:-** The contractor shall submit periodical returns as may be specified from time to time.
15. **AMENDMENT:-** The Haryana Government may, from time to time add or amend, these regulations and on any question as to the applications, interpretation or effect of these regulations, the decision of the Labour Commissioner, to Haryana Government or any other person authorized by the Haryana Government in that behalf shall be final.

Contractor

Witness

Executive Engineer

ADDITIONAL CONDITIONS

1. Approximate quantities of major items evolved in the work have been given in the N. I. T. if other beyond HSR DNIT item will be got done, paid as per HSR plus accepted premium.
2. The quantity of work whether HSR or N.S. items can be increased or decreased or any specification can be omitted at the option of Engineer-in-charge.
3. Glazing clips where required shall be confirm to INDAL (Section 8 3979 or equivalent).
4. The sizes of the glazing will be actually verified at site by the successfully tendered and no extra payment shall be payable for this activity.
5. Nominal standard weight of sections or actual weight of sections, whichever is lower shall be measured and paid.
6. No extra rate will be paid on account of painting work if extra coat is got done as required for finishing surface over two coats of dry / oil bound distemper or plastic enamel paint and snowcem etc. for new work / old work.
7. Only material of make stated in DNIT shall be used on the work if make of material not stated then the material can be ISI marked that too with the approval of Engineer-in-charge or equivalent make as per prior approval of Engineer-in-charge.
8. The rate should be quoted in words as well as in figures.
10. The drawing can be seen in the office and attached with DNIT if any correction will be required as per site then contractor/agency will have to submit corrected drawing and got this approved before actual execution , No payment will be given to contractor/agency on account of this.
11. Material shall be stacked along road side clear formation within in stack as required by Engineer-in-charges.
12. Measurements of earth work will be made on the basis of cross sections of the existing ground levels which will be at an interval of not exceeding 15 metres in the M. B. and accepted by the contractor / society before start of the work. This shall be considered final and binding.
13. Nothing shall be paid for damage done by rains, floods or any other acts of God.
14. The rates quoted by the contractor shall be inclusive of all charges of quarry / crusher operation royalty.
15. Material collected in excess shall not be measured and paid for and if not removed within one month of final measurement shall becomes the properly of Govt. and no claim on the account will be entertained.

Contractor

Witness

Executive Engineer

16. Stacking shall be commenced from Kilometer farthest from the source of supply and shall proceed continuously.
17. Percentage rate should be quoted by the tendered for HSR items & item rate should be quoted for NS items.
18. For exact nomenclature and unit of measurement and HSR, rate reference may be made to HSR. In case of any mistakes in the DNIT, the same will be rectifiable at all stages as per Haryana PWD schedule of rates 2021 by the Engineer-in-charge along with amendments as applicable.
19. Road roller / Motor Grader / Rolling vibrator shall be arranged by the Contractor at his own cost & nothing extra will be paid on account of this.
20. All kotah stone / marble stone will be rubbed with granite polishing. This will supersede only at the specific which may be mentioned anywhere in the Specification / description at item. The rates of the respective items of marble of kotah stone will be deemed to inclusive the cost of granite polishing. Nothing extra will be paid on the account of granite polishing.
21. All other such items covered by Haryana PWD schedule of rate 2021 corrected upto date and got carried out if any will be paid for as per Haryana schedule of rates 2021 corrected upto date subject to the accepted Tender premium / abatement given by the contractor the similar item of relevant chapter.
22. All clauses and notes given in the Haryana PWD Schedule of rates 2021 with upto date correction slip shall be applicable to all above item whichever necessary.
23. No premium shall be payable on the item which are not mentioned in the Haryana PWD schedule of rates 2021 edition corrected upto date.
24. The existing rate of HSR plus Premium, during approval of DNIT will be applicable for the tender upto completion of work.
25. The agency should have GST Registration number.
26. Recovery of dismantled material such of Bricks, Stones, Stone Boulders etc. will be made from the agency as per PWD norms.
27. If during execution of work, the item & brand mentioned in N.S. item of DNIT would be not available in market then the another item of same specification & rate could be provided & fixed, subject to prior approval of Engineer-in-charge.

Contractor

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Executive Engineer

28. Mode of measurement of False Ceiling: - The flooring area of false ceiling will be measured for payment purpose and no extra area will be paid for offset and dome etc.
29. Qty of Tiles received from dismantling of tile tresssing will be issued to the Contr/ Agency & deduction will be made as per D.C Rate & PWD Norms.
30. The excess/saving approved at the time of awarding tender should be kept the same at the time of completion of work. At the time of final bill while comparing % age of total work done i.e. "HSR+NS" executed, found higher than the allotted %age, then the recovery of excess amount will be made from the final bill of the agency.
31. The agency will submit the original bills for the branded items like sanitary, fixtures, Led T.V, A.C, Gysers etc. (not limited to) etc. so as to claim warranty of the product. The final bill/Security will be released after submission of original bills.
32. The scope of work of each complex can be seen in the office of EE/HTC, Chandigarh prior Submission to their bid/tender.

Note: The installation of 150 Kwp solar power plant shall be executed as per specification of MNRE approved by director general new and renewable DRE/GCRT/495263/4191 dated 13.12.2021.

**EXECUTIVE ENGINEER
HTC, Chandigarh.**

Contractor

Witness

Executive Engineer

CONDITIONS REGARDING CEMENT, STEEL & WATER

1. The cement will be arranged by the contractor/agency/ firm at his own level. The contractor/agency/firm may quote his rates accordingly.
2. The cement will be arranged by the contractor/ society/ Agency/ Firm at his own level. The cement shall be OPC- 43 grade, duly ISI marked & confirming to ISI- 8112 with latest amendments. The cement manufactured by mini cement plants shall not be used.
3. I.S.I. Marked 43 grade ordinary Portland cements as per I.S. 8112(Latest) packed in HDOE bags of 50 kg each from the reputed firm from birla, J.K., Ambuja, J.P. or as approved by Engineer- in – charge is to be used by the contractor/ bidder.
4. The cement arranged by the contractor / Agency will be brought at site & shall be kept in the store maintained at site, provided with dual locking system i.e. 1st key of lock with representative of the Department & 2nd key of lock authorized representative of agency.
5. The Contractor/ Agency will inform the Executive Engineer/Sub Divisional Engineer for the quantity of the cement brought at site with bill/ challan in the name of that agency before using the same and Executive Engineer-In-charge or his authorized representative may check the actual receipt of cement at site.
6. The stock of cement at site shall not be more than one month consumption & only sufficient quantities shall be kept to ensure continuity of the work.
7. The entire material will be arranged by the Agency himself at his own cost and the rates quoted by the Agency shall also include the cost of same .
8. The cement and steel shall be purchased from Authorized Distributor or Manufacturer or Authorized Dealer.
9. Payment of item involving use of cement, steel will be made to the Agency only if original voucher or bill of purchases is supplied by the agency for each lot of material and the cost thereof shall be borne by the agency.
10. The Engineer-in-Charge or his authorized representative may, if need be, also send the cement for testing to any Government Lab/ reputed Lab. The samples of the cement will be collected as per BIS specifications in the presence of the contractor/ agency or his authorized representative. In case the cement is found as per specifications then it is ok, but in case the cement sample fails to meet the BIS requirements, then appropriate action as per Contract Agreement will be taken & loss caused to Government shall also be recovered from the Contractor / Agency & no claim in this respect will be entertained.
11. All material which will be brought to the site either should be got tested at site or a test certificate from the manufacturer will be produced by the contractor. In case

Contractor

Witness

Executive Engineer

Engineering-In Charge is not satisfied with the certificate produced by the contractor than the material will be sent to a reputed laboratory for testing as desired by the Engineer- in –charge and charges there of shall be borne by the agency.

12. If test certificate is not produced by the contractor /manufacturer the same will be got tested at the frequency as in I.S. code/ laboratory manual/ PWD specification and the entire expenditure will be borne by the agency.
13. The cement consumption register showing date of cement brought at site by the Contractor / Agency & its day-to-day utilization will be maintained. The said register shall be open to inspection by representatives of the Engineer-in-Charge during his visit at site. The consumption & receipt of cement in the register shall be initiated jointly by the authorized representative of the contractor / Agency & representative of Engineer-in-Charge. The said register will be issued by office of concerned Sub Divisional Engineer under his dated signature for each agreement separately. The register will also contain the columns for work executed against the cement issued.
14. Quality check register will be maintained at site & regular sampling of work executed every month shall be recorded in the same.
15. The steel will be arranged by the contractor/Agency at his own level. The steel shall be of Fe-500 TMT steel bar of the company's such as IS: 456, TISCO, SAIL, RINL.
16. The water to be used shall meet latest IS Standard as per IS.456/ other relevant codes . In case Quality of water available is not up to the mark, contractor will have to install RO System of suitable capacity and check quality of water daily from lab setup at site in addition to regular testing from reputed/ approved lab for which no extra cost will paid.

EXECUTIVE ENGINEER
HTC, Chandigarh.

Contractor

Witness

Executive Engineer

CONDITIONS REGARDING E.I WORKS:

1. 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.
2. Conduit pipe where already laid for wiring propose will be delivered to the contractor in absolutely clean condition with round inspection boxes boxes duly painted, covered and whole system tested. After the conduct system 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 with in time prescribed by the Engineer – In Charge of the work, the depts. can then lay the said pipe departmentally at contractor risk and cost without operating the clause -2 and 3 of the contract agreement.
4. Separate conduct pipe for power plug with independent circuit wires shall be laid.
5. Multi plug shall be provided in all the buildings.
6. C-Serious MCB will be provided for air conditioner wiring and no extra payment will be maid and only one make of MCB's will be used in whole work.
7. Vertical Type of MCB distribution board will be provided wherever require as per design.
8. The contractor is also allowed to use MCB,s duly ISI marked of more than 9 KA breaking capacity for which no extra payment will be made.
9. For HSR item No. HSR 2021 E.I Work 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 hav25 KA Minimum breaking capacity and above 220 amp. MCCB's will have 50 KA Minimum breaking capacity. All MCCBs will magnetic thermal release and rotary operating mechanism duly interlocked and only one make of MCCBs shall be used in whole work. No extra payment shall be made.
11. The thickness of M.S. Sheet of Switch boxes should be of 16 gauges for which no payment will be made.

Contractor

Witness

Executive Engineer

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 1988, and PWD Specification 1990.
14. The contractor must ensure preparation of and submission of pipe diagram, wiring diagram, Key diagram etc. As required vide PWD Specifications Chapter no. 31.6.
15. Where ISI recommends multi stranded conductor of cable, cable with multi-stranded conductor only will be use on work.
16. Rate should be quoted by tenderer both in words and in figure, in case of any differences between the two, the lowest of the same shall be considered as final rate.
17. The rate of bus bar includes 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. All the street light fitting, bulb and cables will be got inspected by the contractor at the work/Go down of the manufacturer installation at site. A certificate will also be produced/ submitted by the contractor above the authenticity of purpose of above material from the Authorized source.
19. The rates mentioned in the NIT are for complete item including cost of all accessories, material, labour, tool plants, water electricity bill etc. unless otherwise specified. No extra payment for the same shall be made.
20. No road cut charges shall be paid.
21. PVC Inspection boxes shall be used of approved make by Engineer-In charge.

**EXECUTIVE ENGINEER
HTC, Chandigarh.**

Contractor

Witness

Executive Engineer

**INVITES REQUEST FOR SELECTION (RFS) OF
BIDDERS**

FOR

**DESIGN, ENGINEERING, SUPPLY, STORAGE, CIVIL
WORK, ERECTION OF SUITABLE STRUCTURE,
INSTALLATION, TESTING AND COMMISSIONING OF
2 Nos. of 150 KWp ROOFTOP SOLAR PV PROJECT
AT MANSA DEVI & NADA SAHIB.**

Contract:

Tender Document

HARYANA TOURISM CORPORATION, CHANDIGARH

Contract: KIPL/SPV-01

Haryana Tourism Corporation invites open e-tenders from eligible applicants, who fulfill qualification criteria, for the work “Contract KIPL/SPV-01: Design, Engineering, Supply, Storage, Civil work, Erection of suitable structure, Testing & Commissioning of the 2 Nos of 150Kwp Rooftop Solar PV project at Mansa Devi & Nada Sahib.”

For the implementation of above mentioned work, Bidders should submit/upload their bid proposal along with all supporting documents complete in all respect on or before the date and time given in the Notice of Invitation to Tender, online on e-tendering website www.etenders.hry.nic.in

Bidder shall submit bid proposal along with non-refundable processing fee, complete in all respect as per the Bid Information sheet. Techno-Commercial bids will be opened in presence of authorized representatives of bidders who wish to be present. Bid proposals received without the prescribed processing fee and Tender Security Declaration (Format-3) will be rejected. In the event of any date indicated above is a declared Holiday, the next working day shall become operative for the respective purpose mentioned herein.

Bid documents which include Eligibility criteria, Technical Specifications, various conditions of contract, formats, etc. can be downloaded online on e-tendering website www.etenders.hry.nic.in

The Bidder should regularly follow up for any Amendment / Corrigendum / Clarification on the above website.

DISCLAMIER:

1. Though adequate care has been taken while preparing the RFS document. The Bidders shall satisfy themselves that the document is complete in all respects. Intimation of any discrepancy shall be given to this office immediately. If no intimation is received from any Bidder within twenty (20) days from the date of notification of RFS/Issue of the RFS documents, it shall be considered that the RFS document is complete in all respects and has been received by the Bidder.
2. Haryana Tourism Corporation reserves the right to modify, amend or supplement this RFS document including all formats and Annexures.
3. While this RFS has been prepared in good faith, neither Haryana Tourism Corporation nor their employees or advisors make any representation or warranty, express or implied, or accept any responsibility or liability, whatsoever, in respect of any statements or omissions herein, or the accuracy, completeness or reliability of information, and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of this RFS, even if any loss or damage is caused by any act or omission on their part.

INTERPRETATIONS

1. Words comprising the singular shall include the plural & vice versa.
2. An applicable law shall be construed as reference to such applicable law including its amendments or re-enactments from time to time.
3. A time of day shall save as otherwise provided in any agreement or document be construed as a reference to Indian Standard Time.
4. Different parts of this contract are to be taken as mutually explanatory and supplementary to each other and if there is any differentiation between or among the parts of this contract, they shall be interpreted in a harmonious manner so as to give effect to each part.
5. The table of contents and any headings or sub headings in the contract has been inserted for case of reference only & shall not affect the interpretation of this agreement.

SECTION - I

A. INTRODUCTION, BID DETAILS AND INSTRUCTIONS TO THE BIDDERS

1.0. INTRODUCTION

The Authority invites eligible applicants to participate in the bidding process for **“Design, Engineering, Supply, Storage, Civil work, Erection of suitable structure, Installation, Testing and Commissioning of 2 Nos of 150 KWp Rooftop Solar PV project At Mansa Devi & Nada Sahib.”**

The generated solar power will be fed to the grid by Zero export meter **or applicable metering**. The scheme aims to reduce the fossil fuel based electricity load on main grid and make building self-sustainable from the point of electricity, to the extent possible.

The Bidder is advised to read carefully all instructions and conditions appearing in this document and understand them fully. All information and documents required as per the bid document must be furnished. Failure to provide the information and / or documents as required may render the bid technically unacceptable.

The bidder shall be deemed to have examined the bid document, to have obtained his own information in all matters whatsoever that might affect the carrying out of the works in line with the scope of work specified elsewhere in the document at the offered rates and to have satisfied himself to the sufficiency of his bid. The bidder shall be deemed to know the scope, nature and magnitude of the works and requirement of materials, equipment, tools and labor involved, wage structures and as to what all works he has to complete in accordance with the bid documents irrespective of any defects, omissions or errors that may be found in the bid documents.

BID DETAILS

The bidding process is for Solar PV system to be installed on rooftop

List of Selected Sites

S. No.	Sites	Approx. Available Roof Area (sq.m)	Approx. Capacity (kWp)
1	Mansa Devi		150
2	Nada Sahib		150
GRAND TOTAL			300

Above is indicative capacity. Bidders have to maximize as per site available. 25% variation can be operated in these sites and any other sites. The tentative list of Sites is attached as Section-VII.

The above sites or capacities indicated above may vary. However final allocation letter will indicate the capacities and sites allocated.

For each site, where the projects are required to be installed along with the respective capacities for each site is indicated in the tables above in Clause no 2.2. However, **Haryana Tourism Corporation** reserves the right to allow the installation of projects in any other site at its own discretion depending on the merit of the case, as per the provisions provided hereinafter.

The preliminary survey details are attached as Section-VII, however bidder shall ensure survey of the site for the installation of capacities as indicated above and **Haryana Tourism Corporation** holds no responsibilities for the correctness of the above data. Attached Section-VII.

After the 'Letter of Allocation' the Bidder has to carry out the detailed survey of the sites.

SIZE OF THE PROJECTS

The size of each project Should be 150Kwp on each roof top unit can separately connect with the grid.

INSTRUCTIONS TO THE BIDDERS

INFORMATION AND INSTRUCTIONS FOR BIDDERS FOR “e-TENDERING” FORMING PART OF BID DOCUMENTS TO BE POSTED ON WEBSITE

- i) The intending bidders must read the terms and conditions carefully and should only submit his tender if he considers himself eligible and he is in possession of all the documents required.
- ii) Information and instructions for bidders posted on website shall form part of tender documents.
- iii) The complete Tender Document can only be obtained online after registration of bidder on the website <https://www.etenders.hry.nic.in> and thereafter on providing details of RTGS / NEFT / IMPS towards cost of Bid Documents (as prescribed in NIT). For further information in this regard bidders are advised to contact on Haryana Tourism Corporation
- iv) Tender can only be submitted after uploading the mandatory scanned copy of documents such as RTGS / NEFT / IMPS towards cost of Bid Documents (as prescribed in NIT) and scanned copy of Undertaking for Tender Security Declaration towards Tender Security (as prescribed in NIT and Tender document).
- v) Those bidders who are not registered on the website mentioned above shall be required to get registered beforehand. If needed, they can be imparted training on ‘Online Tendering Process’ as per details available on the website.
- vi) The intending bidder must have valid **Class-III/II** digital signature to submit the tender.
- vii) On opening date, the bidder can login and see the tender opening process. After opening of tenders, bidder will receive the competitor bid sheets.
- viii) Bidder can upload documents in the form of **PDF** format.
- ix) Bidder must ensure to quote rates only in excel sheet provided in bid document. Bidder must meet the eligibility criteria independently as Bidding Company. Bidding consortium/JV is allowed to participate in this bidding.
- x) Authorization letter from OEM of Solar PV Modules and Solar Inverter is mandatory to quote the project.

Bidder will be declared as a Qualified Bidder based on meeting the eligibility criteria.

- i. Bidder may be either a single entity or any combination of entities in the form of a joint venture or association (JVA) under an existing agreement. In the case of a JVA: all partners shall be jointly and severally liable for the execution of the Contract in accordance with the Contract terms; and the JVA shall nominate a Representative who shall have the authority to conduct all business for and on behalf of any and all the partners of the JVA during the tendering process and, in the event the JVA is awarded the Contract, during contract execution.
- ii. A Bidder and all partners constituting the Bidder shall not have a conflict of interest. All Bidders found to have a conflict of interest shall be disqualified. A Bidder may be considered to have a conflict of interest with one or more parties in this tendering process, if:
 - a) Bidder and all partners constituting the Bidder has been engaged by the Employer to provide consulting services for the preparation related to procurement or for implementation of the project;
 - b) Bidder and all partners constituting the Bidder can be associates/affiliates (inclusive of parent firms) mentioned in subparagraph (a) above; or
 - c) A Bidder and all partners constituting the Bidder lends, or temporarily seconds its personnel to firms or organizations which are engaged in consulting services for the preparation related to procurement for or implementation of the project, if the personnel would be involved in any capacity on the same project.
- iii. A Bidder and all partners constituting the Bidder shall submit only one tender in the same tendering process, either individually as a Bidder or as a partner of a JVA. A Bidder who submits or participates in, more than one tender will cause all of the proposals in which the Bidder has participated to be disqualified. No Bidder can be a subcontractor while submitting a tender individually or as a partner of a JVA in the same tendering process. A Bidder, if acting in the capacity of subcontractor in any tender, may participate in more than one tender, but only in that capacity.
- iv. **IN CASE OF JV/JVA/CONSORTIUM**
 - a. Any member in the JV/Consortium can be a lead partner.

Bidder can however use the technical and financial strength of its Parent Company / Affiliate Company to fulfill the Technical and/or Financial Eligibility criteria mentioned below. In such case, Bidders shall submit an Undertaking from the Parent Company / Affiliate Company.

ELIGIBILITY CRITERIA

*** Authorization letter from OEM for PV module and Inverter is mandatory to quote the project.**

GENERAL

- (a) The Bidder should be a body incorporated in India under the Companies Act, 1956 or 2013 including any amendment thereto and engaged in the business of Solar Power.

A copy of certificate of incorporation may be furnished along with the bid in support of above

- i) A Bidder may be either a single entity or any combination of entities. In the case of a JVA/Consortium: all partners shall be jointly and severally liable for the execution of the Contract in accordance with the Contract terms; and the JVA/Consortium shall nominate a Representative who shall have the authority to conduct all business for and on behalf of any and all the partners of the JVA/Consortium during the tendering process and, in the event the JVA is awarded the Contract, during contract execution.
- ii) A Bidder and all partners constituting the Bidder, can be from any areas.

A Bidder and all partners constituting the Bidder shall not have a conflict of interest. All Bidders found to have a conflict of interest shall be disqualified. A Bidder may be considered to have a conflict of interest with one or more parties in this tendering process, if:

- (a) Bidder and all partners constituting the Bidder has been engaged by the employer to provide consulting services for the preparation related to procurement or for implementation of the project;
- (b) Bidder and all partners constituting the Bidder is any associates / affiliates (inclusive of parent firms) mentioned in subparagraph (a) above; or
- (c) A Bidder and all partners constituting the Bidder lends, or temporarily seconds its personnel to firms or organizations which are engaged in consulting services for the preparation related to procurement for or implementation of the project, if the personnel would be involved in any capacity on the same project.
- iii) A Bidder and all partners constituting the Bidder shall submit only one tender in the same tendering process, either individually as a Bidder or as a partner of a JVA. A Bidder who submits or participates in, more than one tender will cause all of the proposals in which the Bidder has participated to be disqualified. No Bidder can be a subcontractor while submitting a tender individually or as a partner of a JVA in the same tendering process. A Bidder, if acting in the

capacity of subcontractor in any tender, may participate in more than one tender, but only in that capacity.

- iv) Bidders shall provide such evidence of their continued eligibility satisfactory to the Employer, as the Employer shall reasonably request.
- v) A firm, who has purchased the tender document in their name, can submit the tender either as individual firm or in JV/JVA.

The payment of the tender cost is acceptable from any account. However, tenderer shall submit such transaction details along with their tender submission on e-portal. If the same transaction reference number has been submitted for more than one bids. All such bids shall be considered ineligible and summarily rejected.

- vi) Haryana Tourism Corporation / Any Central / State government department or public sector undertaking / other government entity or local body must not have banned business with the Bidder (including individual members in case of Consortium) as on the date of Bid submission. Also, no work of the Bidder must have been rescinded / terminated by Haryana Tourism Corporation / any central or State Govt. Department/
- vii) Tenderer (including any member in case of JV/Consortium) for the works awarded by Haryana Tourism Corporation / any other Organisation (100% owned by Govt.) must have been neither penalised with liquidated damages of 5% (or more) of the contract value due to delay nor imposed with penalty of 5% (or more) of the contract value due to any other reason in any "Similar work" Works of value more than 5% of NIT cost of work, during last seven years. The Bidder should submit undertaking to this effect in Format-16.
- viii) Bidder (any member in case of JV/Consortium) must not have suffered bankruptcy / insolvency during the last 5 years. The Bidder should submit undertaking to this effect in Format-17.

ix) IN CASE OF JV / JVA / CONSORTIUM

- a. Any member in the JV/Consortium can be a lead partner.
- b. Members of the Joint Venture shall nominate one member as the lead member (the "**Lead Member**"). Lead Member or group of joint venture (parties) shall meet the requirement jointly of Bid Capacity, Technical and Financial Capacity, required as per Clause. The nomination(s) shall be supported by a Power of Attorney, as per the format at Appendix, signed by all the other Members of the Joint Venture.

x) JV/Consortium: Consequences for deviation from JV/MOU

The Bidder, in case of JV/Consortium, shall clearly and unambiguously define the role and responsibilities for each substantial/non-substantial partner in the

JV/MOU submitted vide foot note (d) of Format A, providing clearly that any abrogation / subsequent re-assignment of any responsibility by any substantive / non-substantive partner of JV/Consortium in favour of other JV/Consortium partner (without written approval of Employer) or any change in constitution of partners of JV/Consortium from the one given in JV/MOU at tender stage, will be treated, as 'breach of contract condition' and/or 'misrepresentation of facts' (as the case may be).

The Employer in such cases, may in its sole discretion rescind the contract and/or take appropriate action against any member(s) for failure in tender obligation to declare a contractor ineligible for award of any tender in Haryana Tourism Corporation

xi) (a) Tenderer (including any member in case of JV/consortium) has not been put on defaulter's list of EPF/ESI/GST/Labour Deptt. etc during the last three years (from the last day of the previous month of tender submission). The tenderer should submit undertaking to this effect in the Format -19 of Form of Tender.

(b) Tenderer (including any member in case of JV/consortium) should not be involved in any illegal activity and/or has not been charge sheeted for any criminal act during last three years (from the last day of the previous month of tender submission). The tenderer should submit undertaking to this effect in the Format-16 of Form of Tender.

(c) Also no contract of the tenderer of the value more than 15% of NIT cost of work, executed either individually or in a JV/Consortium, should have been foreclosed or scope under that contract is reduced by after award during last seven years (from the last day of the previous month of tender submission) due to non-performance of the tenderer or any of JV/Consortium members. The tenderer should submit undertaking to this effect in Format-16 of Form of Tender. The bidder should have valid GST / CST / State VAT / TIN registration certificate. Registration document(s) to be provided by the bidder where it is presently Operational / Company is registered. **(Copy to be furnished in support).**

TECHNICAL ELIGIBILITY CRITERIA

The Bidder should have total installed and commissioned: -

a) **Grid connected Solar PV Project of minimum 75 KWp (Total Capacity) during last 7 years with at least one year maintenance**

The list of projects commissioned indicating whether the project is grid connected, along with a copy of the **Completion Certificate & maintenance certificate**. The format is attached as in **Format-10**.

FINANCIAL ELIGIBILITY CRITERIA

- a. The Bidder should have an Annual Turnover and Net worth as indicated below:-
 - i. **Annual Turnover:** The annual turnover in any one of the last 5 financial years should be \geq Rs. 5 Crores.
 - ii. **Net Worth:** Net Worth of Bidder during last audited financial year should be positive.

OTHER REQUIREMENTS FOR QUALIFICATION

- a) Valid Electrical Safety Certificate of Class "A" issued by Director of Electrical Safety department is must for bidder.

INCORPORATION OF A PROJECT COMPANY

In case the Bidder wishes to incorporate a Project Company, in such a case Bidder if selected as a Successful Bidder shall incorporate a Project Company. Bidder shall be responsible to get all clearances required/obtained in the name of the Bidding Company transferred in the name of the Project Company.

BID SUBMISSION BY THE BIDDER

The information and/or documents shall be submitted by the Bidder as per the formats specified in Section-IV & Section-V of bid document.

Strict adherence to the formats wherever specified, is required. Wherever, information has been sought in specified formats, the Bidder shall refrain from referring to brochures / pamphlets. Non-adherence to formats and/or submission of incomplete information may be a ground for declaring the Bid as non-responsive. Each format has to be duly signed and stamped by the authorized signatory of the Bidder.

The Bidder shall furnish documentary evidence in support of meeting Eligibility Criteria as indicated in Clause no. 3.4.1, 3.4.2 and 3.4.3 to the satisfaction of Haryana Tourism Corporation

BID SUBMITTED BY A BIDDING COMPANY

The Bidder shall submit a duly notarized written Power of Attorney (POA) authorizing the signatory (ies) of the Tender to commit the Bidder of each member of the partnership, consortium or joint venture along with copy of Board Resolution/authorization in favor of signatory to POA.

Each Bidder (each member in the case of joint venture or consortium) is required to confirm and declare with his Tender that no agent, middleman or any intermediary has been, or will be, engaged to provide any services, or any

other item or work related to the award and performance of this Contract and declare that no agency commission or any payment which may be construed as an agency commission has been, or will be, paid and that the tender price will not include any such amount. To fulfill this requirement, the Bidder (each member in case of JV/Consortium) has to sign the declaration given as Format-14 Section-V. If the Employer subsequently finds to the contrary, the Employer reserves the right to declare the Bidder as non-compliant, and declare any Contract if already awarded to the Bidder to be null and void.

Canvassing or offer of an advantage or any other inducement by any person with a view to influencing acceptance of a Tender will be an offence under laws of India. Such action will result in the rejection of the Tender, in addition to other punitive measures.

BIDDING PROCESS

i. Uploading of Tender

The Bidder shall submit their tender on-line on e-tendering website www.etenders.hry.nic.in

The bidders will be required to upload scanned copy of Undertaking for Tender Security Declaration as per Format-3 of ITT at the time of online bid submission and copies of Undertaking for Tender Security Declaration are not required to be sent to the office of GM/Electrical (Planning).

The Bidder shall ensure that they had received receipt/acknowledgement of their tender submission which is generated by the system itself on successful submission of tender online.

3.10.1 BID FORMATS

The Bid in response to this RFS shall be submitted by the Bidders in the manner provided in Clause 3.6 & Clause 3.10.1.1. The Bid shall comprise of the following:

(A) COVERING LETTER, BID PROCESSING FEE AND TENDER SECURITY DECLARATION

Covering Letter as per prescribed Format-1.

- i. Bid processing fee @ Rs. 5,900/- Non-Refundable.
- ii. Undertaking for Tender Security Declaration, as per the prescribed Format-3 shall be submitted for the specified capacity as per Clause 3.14.

(B) TECHNO-COMMERCIAL DOCUMENTS (TECHNICAL PACKAGE OF CONTRACT: KIPL/SPV-01)

- i. Power of attorney issued by the Bidding Company in favor of the authorized person signing the Bid, in the form attached hereto as Format-6 or standard power of attorney in favor of authorized person signing the Bid.

(Power of Attorney must be supplemented by Board Resolution to above effect for the company incorporated under Company Act 1956 or Company Act 2013). However, Employer may accept general Power of Attorney executed in favor of Authorized signatory of the Bidder, if it shall conclusively establish that the signatory has been authorized by the Board of Directors to execute all documents on behalf of the Bidding Company.

the power of Attorney shall be on Non-Judicial stamp paper of suitable value, duly notarized.

General particulars of bidders as per Format-2.

- ii. Bidder's composition and ownership structure as per prescribed Format-A.
- iii. Document in support of meeting Eligibility Criteria as per Clause no. 3.4.1 & 3.4.2.
- iv. Details for meeting Financial Eligibility Criteria as per Clause no. 3.4.3 in the prescribed Format-9 along with documentary evidence for the same.
- v. Undertakings from the Financially Evaluated Entity or its Parent Company / Ultimate Parent Company as per Format-9.
- vi. Board Resolution of the Parent Company.
- vii. Signed and stamped Copy of RFS Documents including amendments & clarifications by Authorized signatory on each page.

PRICE BID(S) AS PER SECTION-IV, FORMAT-B AND FORMAT-C(FINANCIAL PACKAGE OF CONTRACT)

The Bidder shall inter-alia take into account the following while preparing and submitting the Price Bid duly signed by an authorized signatory. These are to be uploaded separately as financial package.

- i.) The Bidder shall submit Price Bid(s) in **Format-B and Format-C**.

TENDER DUE DATE

The Bidder shall, on or before the date and time given in the Notice of Invitation to Tender submit his Tender online on e-tendering website www.etenders.hry.nic.in

VALIDITY OF TENDER

The Tender shall be valid for a period of 120 days (both days inclusive i.e. the date of submission of tenders and the last date of period of validity of the tender) from the latest Date of Submission of Tenders, with bidder having no right to withdraw, revoke or cancel his offer or unilaterally vary the offer submitted or any terms thereof. In case of the bidder revoking or cancelling his offer or varying any term & conditions in regard thereof or not accepting letter of allocation, shall take action as per Undertaking for Tender Security Declaration furnished by him.

In exceptional circumstances when letter of allocation is not issued, the may solicit the Bidder's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. The Bid Bond provided under Clause 3.14 shall also be suitably extended. A Bidder may refuse the request. Tenderer agreeing to the request will not be required or permitted to modify his tender, for the period of extension.

INSTRUCTION REGARDING ONLINE BIDSUBMISSION

The Bidder shall, on or before the date and time given in the Notice of Invitation to Tender submit his Tender online on e-tendering website <https://www.etenders.hry.nic.in> comprising of following.

Technical Package of

Financial Package of

All pages of the Bid, and any other document executed on non-judicial stamp

The Bid must be complete in all technical and commercial respect and should contain requisite certificates, drawings, informative literature etc. as required in the Bid document. Each page of the Bid document should be signed & stamped. Bids with any type of change or modification in any of the terms/ conditions of this document shall be rejected. If necessary, additional papers may be attached by the Bidder to furnish / submit the required information. Any term / condition proposed by the Bidder in his bid which is not in accordance with the terms and conditions of the RFS document or any financial conditions, payment terms, rebates etc. mentioned in Price Bid shall be considered as a conditional Bid and will make the Bid invalid.

3.13.8 BIDDING METHODOLOGY

Single-stage Two-Bid System (Technical Part and Financial Part to be submitted at the same time) followed by eReverse Auction.

A. Broad outline of activities from Bidders perspective

- i) Procure Digital Signature Certificates (DSC) for users of the organization (if

not procured earlier)

(<https://etenders.hry.nic.in/nicgep/app>) if not already registered

- ii) Download Official Copy of Tender Documents and Addendum/Clarification etc. uploaded on e-Tendering Portal.
- iii) Online Bid-Submission on e-tendering Portal.
- iv) Attend Online Public Tender Opening Event (TOE) for Techno-Commercial Bid.
- v) Post-TOE Clarification on e-Tendering Portal (Optional)
- vi) Attend Public Online Tender Opening Event (TOE) for Financial Bid on e-Tendering Portal-Opening of Financial-Part (Only for Technically Responsive Bidders).

B. Digital Certificates

For integrity of data and its authenticity/non-repudiation of electronic records, and to become compliant with IT Act 2000, it is necessary for each user to have a Digital Certificate (DC), also referred to as Digital Signature Certificate (DSC), of Class III/II or above, issued by a Certifying Authority (CA) licensed by Controller of Certifying Authorities (CCA) [refer <http://www.cca.gov.in>].

C. Registration

To use the e-Tendering Portal (<https://etenders.hry.nic.in/nicgep/app>) the Bidder need to register on the portal. Registration of bidder's organization is to be done by one of its authorised representative.

D. Other Instructions

The following '**FOUR KEY INSTRUCTIONS for BIDDERS**' must be assiduously adhered to:

- i) Obtain individual Digital Signature Certificate (DSC or DC) well in advance of tender submission deadline on e-Tendering Portal.
- ii) Register your organization on e-Tendering Portal well in advance of tender submission deadline on e-Tendering Portal.
- iii) Get your organization's concerned executives trained on e-Tendering Portal well in advance of tender submission deadline on e-Tendering Portal.
- iv) Submit your bids well in advance of tender submission deadline on e-Tendering Portal (There could be last minute problems due to internet timeout, break down etc.) While the first three instructions mentioned above are especially relevant to first-time users of e-Tendering Portal, the fourth instruction is relevant at all times.

E. Minimum Requirements at Bidders end

- Computer System with good configuration (Min PIV, 1 GBRAM, Windows XP SP3)
- Broadband Internet Connectivity.
- Microsoft Internet Explorer 7.0/8.0/9.0 or Google Chrome.
- Class-III Digital Certificate(s)

F. Submission of Tenders

Uploading of Tender: The Bidder shall submit their tender on-line on e-tendering website <https://eprocure.gov.in/eprocure/app>

The Bidder shall ensure that they had received receipt / acknowledgement of their tender submission which is generated by the system itself on successful submission of tender online.

G. Late or Delayed Tenders

- i) Tenders have to be uploaded on e-tendering portal <https://etenders.hry.nic.in/nicgep/app> before the due date and time of tendersubmission.
- ii) 'Undertaking for Tender Security Declaration' and 'Cost of Tender Document' submitted after due date and time shall not be accepted and online tenders of such Bidders shall liable to be rejected summarily.
- iii) Haryana Tourism Corporation will not be responsible for delay, loss or non-receipt of any document sent by post / courier.
- iv) Haryana Tourism Corporation shall not be responsible for any document delivered to any other place.
- v) The Employer may, at his discretion, extend the deadline for submission of tenders by issuing an amendment, in which case all rights and obligations of the Employer and the Bidder previously subject to the original deadline will thereafter be subject to the deadline as extended.

COST OF BIDDING

The bidder shall bear all the costs associated with the preparation and submission of his offer, and the company will in no case be responsible or liable for those costs, under any conditions. The Bidder shall not be entitled to claim any costs, charges and expenses of and incidental to or incurred by him through or in connection with his submission of bid even though -Haryana Tourism Corporation may elect to modify / withdraw the invitation of Bid.

TENDER SECURITY DECLARATION FOR BID BOND

In submission of the Tender (Undertaking for Tender Security Declaration Tender Security, Technical Package and Financial Package), Tenderer(s) shall assign person(s) in writing to submit the tender

The Bidder shall furnish the Undertaking for Bid / Tender Security Declaration as per Format-3 of Tender Document.

Tenderer shall upload scanned copy of Undertaking for Tender Security Declaration as per Format-3 at the time of online bid submission. If Undertaking for Tender Security Declaration is not submitted or is not in prescribed format then such bids shall be considered ineligible and summarily rejected.

Any deviation in Bid Security Declaration with regard Format-3 shall be considered as material deviation & shall be dealt with accordingly.

In case of a Joint venture / Consortium, the Undertaking for the Tender Security is to be submitted in the name of the JV/consortium not the individual member(s).

If Undertaking for Tender Security Declaration is not submitted in an acceptable Tender Security is not submitted by a tenderer or is not in prescribed format as mentioned above, then tender(s) of such tenderer(s) shall be rejected considering it as non-responsive and their Technical package shall not be opened and if opened then it will NOT be evaluated. No post bid clarification shall be sought on tender security.

No clarification shall be sought from the bidders regarding bid security.

The bidders will be required to upload scanned copy of Undertaking for Tender Security Declaration as per Format-3 at the time of online bid submission and copies of Undertaking for Tender Security Declaration are not required to be sent to the office of GM / Electrical (Planning).

The Successful Bidder shall sign and stamp the Allocation Letter and return the duplicate copy of same to **Haryana Tourism Corporation** within 15 days from the date of its issue.

PERFORMANCE SECURITY / PERFORMANCE BANK GUARANTEE (PBG)

Within 15 days from the date of issue of Allocation letter, Successful Bidder shall furnish the Performance Security 1% of project cost.

The Performance security can be submitted in any of the following forms: -

- (a) Bank Draft in favour of "**Haryana Tourism Corporation**" payable at **Haryana Tourism Corporation** from a Scheduled Commercial Bank based in India, or
- (b) Fixed Deposit Receipt of a Scheduled Commercial bank / Post offices based in India duly pledged in favour of **Haryana Tourism Corporation** or
- (c) Irrevocable Bank Guarantee in the prescribed format given in Format-4 of Tender Document, issued by a Scheduled Commercial Bank based in India or from a branch in India of a scheduled foreign bank. The bank guarantee must

be issued on the Structured Financial Messaging System (SFMS) platform. A separate invoice of the BG will invariably be sent by the issuing bank to the Employer's bank through SFMS. The details of Employer's bank are as under:

-Haryana Tourism Corporation -

IFSC Code; **-Haryana Tourism Corporation -**

In case of a joint venture / consortium, the performance security is to be submitted in the name of the JV/consortium or from the Lead Partner.

The Performance Security shall be denominated in Indian Rupees and shall be in one of the following forms:

- a. A demand draft, or a bank guarantee from the List of banks as given in Annexure-B
- b. Be confirmed for payment by the branch of the bank giving the bank guarantee at Haryana Tourism Corporation.

The PBG shall be forfeited as follows without prejudice to the Bidder being liable for any further consequential loss or damage incurred to Haryana Tourism Corporation.

- a. If the Successful Bidder is not able to submit Project Sanction Documents (As per Annexure-A) to the satisfaction of Haryana Tourism Corporation.
- b. If the Successful Bidder is not able to commission the projects to the satisfaction of Haryana Tourism Corporation for which allocation letter/sanction letter has been issued.

OPENING OF BIDS

The tenders shall be opened online by the opening committee on due date and time of tender opening. On opening of the Tender, first check the tender cost through online mode by cross verifying with the hard copy submitted. Uploaded scanned copy of Undertaking for Tender Security Declaration as per Format-3 will also be checked first.

If the documents do not meet the requirements of the Employer, a note will be recorded accordingly by the Tender Opening Authority.

The Technical Package of all bidders who have submitted a valid tender security declaration and cost of tender document shall be opened in the presence of representatives of bidders who choose to attend on date & time as mentioned in tender document in the office of the **Executive Engineer/ Engineer in Charge, Haryana Tourism Corporation**. Bidders may visit **Haryana Tourism Corporation** e- procurement web-site to know latest Technical Opening information after completion of opening process. Bidders

can also see the Technical Sheets (check-list) of other bidders after completion of opening process by logging into the web-site. If such nominated date for opening of Tender is subsequently declared as a Public Holiday by the Employer, the next official working day shall be deemed as the date of opening of Technical Package. The Tender of any bidder who has not complied with one or more of the foregoing instructions may not be considered.

The Financial Package(s) which bidder(s) have uploaded online will be opened on a subsequent date after evaluation of technical packages. Financial packages of only those bidders whose submissions are found substantially responsive and technically compliant will be opened. The time of opening of financial package shall be informed separately to only the Bidders who have qualified during Technical evaluation stage and bidders can be present to witness opening of Financial Package. Bidder can visit to **Haryana Tourism Corporation** e-procurement website for updates in this regard.

ZERO DEVIATION

This is a ZERO Deviation Bidding Process. Bidder is to ensure compliance of all provisions of the Bid Document and submit their Bid accordingly. Tenders with any deviation to the bid conditions shall be liable for rejection.

EXAMINATION OF BID DOCUMENT

- (a) The Bidder is required to carefully examine the Technical Specification, terms and Conditions of Contract, and other details relating to supplies as given in the Bid Document.
- (b) The Bidder shall be deemed to have examined the bid document including the agreement/contract, to have obtained information on all matters whatsoever that might affect to execute the project activity and to have satisfied himself as to the adequacy of his bid. The bidder shall be deemed to have known the scope, nature and magnitude of the supplies and the requirements of material and labor involved etc. and as to all supplies he has to complete in accordance with the Bid document.
- (c) Bidder is advised to submit the bid on the basis of conditions stipulated in the Bid Document. Bidder's standard terms and conditions if any will not be considered. The cancellation / alteration / amendment / modification in Bid documents shall not be accepted by
- (d) Bid not submitted as per the instructions to bidders is liable to be rejected. Bid shall confirm in all respects with requirements and conditions referred in this bid document.

SECTION - I

B. GENERAL CONDITIONS OF CONTRACT (GCC)

SCOPE OF WORK

The scope of work for the bidder include detailed survey of sites identification in this tender, DESIGN, ENGINEERING, SUPPLY, STORAGE, CIVIL WORK, ERECTION OF SUITABLE STRUCTURE, INSTALLATION, TESTING AND COMMISSIONING OF 2 Nos. of 150 Kwp on grid ROOFTOP SOLAR PV PROJECT AT MANSA DEVI & NADA SAHIB.

PROJECT COST

The Project cost shall include all the costs related to above Scope of Work. Bidder shall quote for the entire facilities on a “single responsibility” basis such that the total Bid Price covers all the obligations mentioned in the Bidding Documents in respect of DESIGN, ENGINEERING, SUPPLY, STORAGE, CIVIL WORK, ERECTION OF SUITABLE STRUCTURE, INSTALLATION, TESTING AND COMMISSIONING OF 2 Nos. of 150 Kwp on grid ROOFTOP SOLAR PV PROJECT AT MANSA DEVI & NADA SAHIB GURUDWARA, PANCHKULA goods and services including spares required if any during O&M period. The Bidder has to take all permits, approvals and licenses, etc., provide training and such other items and services required to complete the scope of work mentioned above.

Not Used.

- (a) The project cost shall remain firm and fixed and shall be binding on the Successful Bidder till completion of work irrespective of his actual cost of execution of the project. No escalation will be granted on any reason whatsoever. The bidder shall not be entitled to claim any additional charges, even though it may be necessary to extend the completion period for any reasons whatsoever.
- (b) The cost shall be inclusive of all duties and taxes etc. The prices quoted by the firm shall be complete in all respect and no price variation / adjustment shall be payable
- (c) The operation & maintenance of on grid Rooftop Solar Photovoltaic Power Plant would include wear, tear, overhauling, machine breakdown, and replacement of defective modules, invertors / spares, consumables & other parts for a period of 1 years.

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- (d) The Bidder shall complete the Price Bid-I (Format-B) & Price Bid-II (Format-C) furnished in the RFS Documents.

WARRANTEES AND GUARANTEES

The Bidder shall warrant that the goods supplied under this contract are new, unused, of the most recent or latest technology and incorporate all recent improvements in design and materials.

The bidder shall ensure warranty covering the rectification of any and all defects in the design of equipment, materials and workmanship including spare parts for a period of minimum 1 years from the date of commissioning.

The successful bidder has to transfer all the Guarantees / Warrantees of the different components to the Owner of the project. The responsibility of operation of Warranty and Guarantee clauses and Claims / Settlement of issues arising out of said clauses shall be joint responsibility of the Successful bidder and the owner of the project and **-Haryana Tourism Corporation -** will not be responsible in any way for any claims whatsoever on account of the above.

TYPE AND QUALITY OF MATERIALS AND WORKMANSHIP

The design, engineering, manufacturing, supply, installation, testing, commissioning and performance of the equipment shall be in accordance with latest appropriate IEC / Indian Standards as detailed in the Section- III (Technical specifications) of the bid document. Where appropriate Indian Standards and Codes are not available, other suitable standards and codes as approved by the MNRE shall be used.

The specifications of the components should meet the technical specifications mentioned in Section III.

Any supplies which have not been specifically mentioned in this Contract but which are necessary for the design, engineering, supply, manufacturing and performance or completeness of the project shall be provided by the Bidder without any extra cost and within the time schedule for efficient and smooth operation and maintenance of the SPV plant.

APPLICABLE LAW

The Contract shall be interpreted in accordance with the laws of the Union of India.

CORRESPONDENCE

Applicant requiring any Techno-Commercial clarification of the bid documents may contact in writing or by Fax/email.

Verbal clarifications and information given by the **Haryana Tourism Corporation** or its employees or its Representatives shall not be in any way entertained.

SECTION - II

4. EVALUATION CRITERIA

(i) BID EVALUATION

BID EVALUATION

The evaluation process comprises the following four steps:

Step I	Responsiveness check of Techno Commercial Bid
Step II	Evaluation of Bidder's fulfillment of Eligibility Criteria as per Clause 3.4 of Section-I
Step III	Evaluation of Price Bid followed by eReverse Auction
Step IV	Successful Bidders(s) selection

RESPONSIVENESS CHECK OF TECHNO COMMERCIAL BID

The Techno Commercial Bid submitted by Bidders shall be scrutinized to establish responsiveness to the requirements laid down in the RFS subject to Clause 3.4.1, Clause 3.4.2, and Clause 3.4.3. Any of the following may cause the bid to be considered "**Non-responsive**", at the sole discretion of

- i. Bids that are incomplete, i.e. not accompanied by any of the applicable formats inter alia covering letter, power of attorney supported by a board resolution, applicable undertakings, format for disclosure, valid Tender Security Declaration, etc.;
- ii. Bid not signed by authorized signatory and/or stamped in the manner indicated in this RFS;
- iii. Material inconsistencies in the information / documents submitted by the Bidder, affecting the Eligibility Criteria;
- iv. Information not submitted in the formats specified in this RFS;
- v. Bid being conditional in nature;
- vi. Bid not received by the Bid Deadline;
- vii. Bid having Conflict of Interest;
- viii. More than one Member of a Bidding Company using the credentials of the same Parent Company / Affiliate;
- ix. Bidder delaying in submission of additional information or clarifications sought by as applicable;
- x. Bidder makes any misrepresentation.

Each Bid shall be checked for compliance with the submission requirements set forth in this RFS before the evaluation of Bidder's fulfilment of Eligibility Criteria is taken up. Clause 3.4 shall be used to check whether each Bidder meets the stipulated requirement. In case of any non-conformity, the tender shall be disqualified and rejected.

5. PRELIMINARY EXAMINATION

The **Haryana Tourism Corporation** will examine the Bids to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed and stamped and whether the Bids are otherwise in order.

Tenders determined to be technically acceptable after technical evaluation will be checked by the Employer for any arithmetical errors in computation and summation during financial evaluation. Errors will be corrected by the Employer as follows:

- a. Where there is a discrepancy between amounts in figures and in words, the amount in words will govern; and
- b. Where there is a discrepancy between the unit price and the total amount derived from the multiplication of the unit price and the quantity, the unit price as quoted will normally govern unless in the opinion of the Employer there is an obviously gross misplacement of the decimal point in the unit price, in which event, the total amount as quoted will govern.

If a Bidder does not accept the correction of errors as outlined above, his tender will be rejected and action shall be taken as per Undertaking for Tender Security Declaration.

6. EVALUATION OF BIDDER'S FULFILMENT OF ELIGIBILITY CRITERIA

EVALUATION OF ELIGIBILITY:

- a. Evaluation of Bidder's Eligibility will be carried out based on the information furnished by the Bidder as per the prescribed Formats and related documentary evidence in support of meeting the Eligibility Criteria as specified in Clause 3.4. Non-availability of information and related documentary evidence for the satisfaction of Eligibility Criteria may cause the Bid to be non-responsive.
- b. Tenders not considered substantially responsive and not full-filling the requirements of the tender document as evaluated as per item clause 4 and clause 5 shall be rejected by Employer and shall not be allowed subsequently to be made responsive by correction or withdrawal of the nonconforming deviation or reservation.

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- c. If any tender is rejected, pursuant to paragraph (b) above, the Financial Package of such bidder shall not be opened.
 - d. The decision of the Employer as to which of the tenders are not substantially responsive shall be final.

EVALUATION OF PRICE BID

- a. All technically acceptable tenders will be eligible for opening of their financial proposals. The Employer shall notify all technically qualified Bidders to attend the opening of the financial proposal. The financial proposal will then be opened in front of attending Bidders.
- b. The financial bids of the bidders shall be opened one at a time, reading out: the name of the Bidder and whether there is a modification; the Tender Price(s), including any discounts and any other details as the Employer may consider appropriate.

Only Financial Package discounts read out and recorded during the opening of Price Tenders shall be considered for evaluation. No Tender shall be rejected at the opening of Price Tenders.

- c. The Bidder's representatives who are present shall be requested to sign the record. The omission of a Bidder's signature on the record shall not invalidate the contents and effect of the record. A copy of the record shall be distributed to all Bidders.
- d. The evaluation of Financial proposals by the Employer will take into account, in addition to the tender amounts, the following factors:
 - i) Arithmetical errors corrected by the Employer
 - ii) Such other factors of administrative nature as the Employer may consider having potentially significant impact on contract execution, price and payments, including the effect of items or unit rates that are unbalanced or unrealistically priced.
- e. Offers, deviations and other factors, which are in excess of the requirements of the tender documents or otherwise will result in the accrual of unsolicited benefits to the Employer, shall not be taken into account in tender evaluation.
- f. Price adjustment provisions applicable during the period of execution of the contract shall not be taken into account in tender evaluation.
- g. Evaluation of financial offer will be based on rates quoted in BOQ. Any alteration in BOQ will not be given any cognizance.

SUCCESSFUL BIDDER(S) SELECTION

For Part B

Based on the price bid quoted by the bidders, **Haryana Tourism Corporation**, shall arrange the bids in the ascending order i.e. L1, L2, L3, _ _ _ (L1 being the lowest evaluated price).

NOTIFICATION TO SUCCESSFUL BIDDERS

Prior to the expiry of the period of tender validity prescribed by the Employer, the Employer will notify the successful Bidder by telegram/email or Tele-fax, to be confirmed in writing by registered letter, that his tender has been accepted. This letter (hereinafter and in the Conditions of Contract called 'the Letter of Acceptance') shall name the sum which the Employer will pay to the Contractor in consideration of the execution, completion, maintenance and guarantee of the works by the Contractor as prescribed by the Contract (hereinafter and in the conditions of Contract called 'the Contract Price'). The "Letter of Acceptance" will be issued under signature of a Director of **Haryana Tourism Corporation**, or of the General Manager / Electrical (Planning). The "Letter of acceptance" will be sent in duplicate to the successful Bidder, who will return one copy to the Employer duly acknowledged and signed by the authorized signatory, within one week of receipt of the same by him. No correspondence will be entertained by the Employer from the unsuccessful Bidders.

Single letter of Acceptance for the complete tender capacity of 1.05 MWp will be issued to the successful bidder. However, site wise capacity allocation will be done by Engineer-in-charge.

The Letter of Acceptance will constitute a part of the contract.

Upon "Letter of acceptance" being signed and returned by the successful Bidder as per Clause 6.6.1, the employer will promptly notify the unsuccessful Bidders and discharge / return their tender securities.

PROJECT ALLOCATION AND SANCTION

The Bidders, in their own interest are advised to make a preliminary survey of the sites specified in this tender as well as issue of Grid connectivity, as non-availability of on grid roof tops and non-completion of other formalities after allocation of project will result in action as per Undertaking for Tender Security Declaration

/ forfeiture of PBG amount submitted by them.

The Successful Bidders selected as described in Clause 6.3 above shall be issued Letter of Allocation (LOA) indicating the allocated capacity & Project Cost etc.

If the Bidder fails to commission the sanctioned project within specified time,

Liquidated damages (LD) on per day basis calculated for the 5% of “Cost of work” as per NIT for left-over capacity as per Clause 8 of RFS.

7. **OTHER CONDITIONS**

Bidder has to obtain all the necessary approvals / Consents / Clearances required for Erection, Testing, Commissioning and O&M of the project including Grid connectivity and zero export metering or **Applicable Metering**. **Haryana Tourism Corporation** shall assist in this regard.

Processing fee submission:

DELETED.

REQUIREMENT OF APPROVALS ON MAKES OF THE COMPONENTS

7.5.1. The modules should be preferably manufactured in India. Rest of the components can be procured from any source. However, these items should meet the Technical specification and standards mentioned in RFS.

8. **LIQUIDATED DAMAGES (LD) FOR DELAY IN PROJECT IMPLEMENTATION**

Haryana Tourism Corporation will issue the Letter of Acceptance (LOA) for the Project (s) in line with the provisions of the RFS document. The Bidder shall complete the design, engineering, supply, storage, civil work, erection of suitable raised structure, testing & commissioning of **project within 6 months from the date of issue of Letter of Allocation (LOA)**.

If the bidder fails to commission the project within specified time, Liquidated Damages (LD) on per day basis calculated for the 5% of “Cost of work” as per NIT for left-over capacity on a 6 months period would be levied. After 6 months the project will get cancelled and the total PBG amount would be forfeited.

- a. Failure or delay by the Employer or the Engineer, to hand over to the Contractor the Site necessary for execution of Works, or any part of the Works, is the responsibility of the Employer, shall in no way affect or vitiate the Contract or alter the character thereof; or entitle the Contractor to damages or compensation thereof but in any such case, the Engineer shall extend the time period for the completion of the Contract, as in his opinion is / are reasonable.

The Contractor may apply for an extension of the Time for Completion if the Work is or will be delayed either before or after the Time for Completion by any of the following causes:

- a. “Force Majeure”

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- b. The Contractor's work held up for not being given possession of or access to the Site for a considerable period.
 - c. Instruction of the Engineer to suspend the Works and the Contractor not being in default as to reasons of suspension.
 - d. Acts or omissions of other Designated Contractors in executing work not forming part of this Contract and on whose performance, the performance of the Contractor necessarily depends.
 - g. Any other event or occurrence which, according to the Employer is not due to the Contractor's failure or fault, and is beyond his control without Employer being responsible for the same.

However, the Contractor shall not be entitled to any Extension of Time where the instructions or acts of the Employer or the Engineer are necessitated by or intended to cure any default of or breach of Contract by the Contractor or where any delay is due to

- a. The failure of contractor, to commence or to carry out work in due time,
- b. Non-availability, or shortage of Contractor's equipment, labour, utility services, Plant and Materials,
- c. Inclement weather conditions, and
- d. The Contractor not fulfilling his obligations

If the Contractor considers himself to be entitled to an extension of time for Completion, he shall give notice to the Engineer, of such intention as soon as possible, he shall notice the event giving rise to the delay and full and final supporting details of his application, together with any notice required by the Contract and relevant to such Clause.

The Engineer shall proceed in accordance with clause 8, to agree or determine either prospectively or retrospectively such extension of the Time for Completion as may be due. The Engineer shall notify the Contractor accordingly.

The Contractor shall not be entitled to an extension of time by reason of any delay to any activity in the carrying out of the Works unless in the opinion of the Engineer such delay results in or may be expected to result in a delay to completion of the Works.

If the delay in the completion of the whole Works or a portion of the Works, for which an earlier completion period is stipulated, is due to the Contractor's failure or fault, and the Engineer is of the view that the remaining Works or the portions of Works can be completed by the Contractor in a reasonable and acceptable short time, then, the Engineer may allow the Contractor extension or further extension of time at its discretion with or without liquidated damages, for completion, as he may decide.

9. COMMISSIONING / COMPLETION CERTIFICATE

Application for completion/commissioning certificate:

When the Successful bidder fulfils his obligation under the Contract, he shall be eligible to apply for Completion Certificate. The Engineer-in-Charge shall normally issue to the Successful bidder the Completion Certificate within one month after receiving any application from the Successful bidder after verifying from the completion documents and satisfying himself that the Work has been completed in accordance with and as set out in Contract documents.

**DOCUMENT SUBMISSION FOR ISSUE OF COMMISSIONING / COMPLETION
CERTIFICATE**

For the purpose of Clause 12.1 above the following documents will be deemed to form the completion documents:

- a. Checklist for inspection of on grid Roof top SPV power plants as per Haryana Tourism Corporation.format.
- b. Project completion report from successful bidder as per Haryana Tourism Corporation.format.
- c. Format attached in Section-V Format-11.

SECTION - III

TECHNICAL SPECIFICATIONS

The proposed project shall be commissioned as per the technical specifications given below. Any contradiction/conflict in the specifications given below and MNRE guidelines/specification issued from time to time, the bidder shall bring to notice of..... before its use in the project.

10. DEFINITION

A Grid Tied Solar Rooftop Photo Voltaic (SPV) power plant consists of SPV array, Module Mounting Structure, Power Conditioning Unit (PCU) consisting of Maximum Power Point Tracker (MPPT), Inverter, and Controls & Protections, interconnect cables and switches. PV Array is mounted on a suitable structure. Grid tied SPV system is without battery and should be designed with necessary features to supplement the grid power during day time. Components and parts used in the SPV power plants including the PV modules, metallic structures, cables, junction box, switches, PCUs etc., should conform to the BIS or IEC or international specifications, as specified herein or otherwise wherever such specifications are available and applicable.

Rooftop Solar PV system shall consist of following equipments / components.

- Solar PV modules consisting of required number of mono/poly-crystalline PV modules (makes: Havells, Usha/Zenvo/Andslite/equivalent)
- Grid interactive Power Conditioning Unit with Remote Monitoring System (makes: Havells, Usha/Zenvo/Andslite/equivalent)
- Mounting structures
- Junction Boxes.
- Earthing and lightening protections
- IR/UV protected FRLS / FRLSOH (for underground) Cables, pipes and accessories
- Metering & associated equipments.

SOLAR PHOTOVOLTAIC MODULES

The PV modules used should be PID (Potential Induced Degradation) resistant and tested for PID as per IEC 62804.

❖ All the modules used in this contract shall be of Mono/Poly-Crystalline technology.

❖ All the modules used shall be equipped with factory made anti-soiling

coating. Suitable confirmation from Module manufacturer to be submitted to **Haryana Tourism Corporation**. at the time of supply of modules.

The PV modules used must qualify to the latest edition of IEC PV module qualification test or equivalent BIS standards Crystalline Silicon Solar Cell Modules IEC 61215/IS14286. In addition, the modules must conform to IEC 61730 Part-1: Requirements for construction and Part 2: Requirements for testing, for safety qualification or equivalent IS.

- a. For the PV modules to be used in a highly corrosive atmosphere throughout their lifetime, they must qualify to IEC 61701/IS 61701
- b. The total solar PV array capacity should not be less than allocated capacity (kWp) and should comprise of solar mono/poly-crystalline modules of minimum 330 Wp and above wattage. Module capacity less than minimum 330 watts shall not be accepted.
- c. Protective devices against surges at the PV module shall be provided. Low voltage drop bypass diodes shall be provided.
- d. PV modules must be tested and approved by one of the IEC authorized test centers.
- e. The module frame shall be made of corrosion resistant materials, preferably having anodized aluminium.
- f. The bidder shall carefully design & accommodate requisite numbers of the modules to achieve the rated power in his bid. KIPL shall allow only minor changes at the time of execution.
- g. Other general requirement for the PV modules and subsystems shall be the Following:
 - i. The rated output power of any supplied module shall have tolerance of +/- 3%.
 - ii. The peak-power point voltage and the peak-power point current of any supplied module and/or any module string (series connected modules) shall not vary by more than 2 (two) per cent from the respective arithmetic means for all modules and/or for all module strings, as the case may be.
 - iii. The module shall be provided with a junction box with either provision of external screw terminal connection or sealed type and with arrangement for provision of by-pass diode. The box shall have hinged, weather proof lid with captive screws and cable gland entry points or may be of sealed type and IP-65 rated.

-
- iv. I-V (Current - Voltage) curves at STC (standard test conditions) should be provided by bidder.

Modules deployed must use a RF (Radio frequency) identification tag. The following information must be mentioned in the RFID used on each module (This can be inside or outside the laminate, but must be able to withstand harsh environmental conditions).

- a) Name of the manufacturer of the PV module
- b) Name of the manufacturer of Solar Cells.
- c) Month & year of the manufacture (separate for solar cells and modules)
- d) Country of origin (separately for solar cells and module)
- e) I-V curve for the module Wattage, I_{max} , V_{max} and FF (Fill Factor) for the module
- f) Unique Serial No and Model No of the module
- g) Date and year of obtaining IEC PV module qualification certificate.
- h) Name of the test lab issuing IEC certificate.
- i) Other relevant information on traceability of solar cells and module as per ISO 9001 and ISO 14001

Warranties

a) Material Warranty

- i. Material Warranty is defined as: The manufacturer should warrant the Solar Module(s) to be free from the defects and/or failures specified below for a period not less than five (05) years from the date of sale to the original customer ("Customer")
- ii. Defects and/or failures due to manufacturing,
- iii. Defects and/or failures due to quality of materials,
- iv. Non conformity to specifications due to faulty manufacturing and/or inspection processes. If the solar Module(s) fails to conform to this warranty, the manufacturer will repair or replace the solar module(s), at the Owners sole option,

b) Performance Warranty

- i. The predicted electrical degradation of power generated not exceeding 20% of the minimum rated power over the 25 year period and not more than 10%

after first ten years period of the full rated original output.

11. **ARRAY STRUCTURE**

- a) Hot dip galvanized MS (with 650 gm/m² zinc mass coating) (or) Aluminum mounting structures may be used for mounting the modules / panels / arrays. New Technology Materials having better properties like PosMAC etc may also be used for mounting structures. Each structure should have angle of inclination as per the site conditions to take maximum irradiation. However to accommodate more capacity the angle inclination may be reduced until the plant meets the specified performance ratio requirements.
- b) The Mounting structure shall be so designed to withstand the speed for the wind zone of the location where a PV system is proposed to be installed (like Delhi-basic wind speed of 170km/hour). It may be ensured that the design has been certified by a recognized Lab/ Institution in this regard and submit wind loading calculation sheet to KIPL in compliance to standards governing, as on date like IS-875, NBC etc. Suitable fastening arrangement such as grouting and clamping should be provided to secure the installation against the specific wind speed.
- c) The mounting structure steel shall be as per latest IS 2062: 1992 and galvanization of the mounting structure shall be in compliance of latest IS 4759.
- d) Structural material shall be corrosion resistant and electrolytically compatible with the materials used in the module frame, its fasteners, nuts and bolts. Aluminum structures also can be used which can withstand the wind speed of respective wind zone. Necessary protection towards rusting need to be provided either by coating or ionization.
- e) The fasteners used should be made up of stainless steel. The structures shall be designed to allow easy replacement of any module. The array structure shall be so designed that it will occupy minimum space without sacrificing the output from the SPV panels. Installation of solar structure should not damage the roof in any way. If any concrete or foundation is required, it should be pre-cast type.

Otherwise, Non-penetrating solution may be used by Solar Project Developer. Dark Grey colour two-component acrylic-based adhesive that creates a highly flexible adhesive system for bonding metals can be used by solar project developer. Adhesive having 2:1 mixing ratio with temperature resistance from -20 C to +100 C. Adhesive should be very fast cure of working time 8 min and handling strength in 15 min. Adhesive tensile strength should be min. 841 PSI and 190% elongation. Adhesive also having non-sagging property and having Resin viscosity - 40,000 to 1,30,000 and Accelerator viscosity - 2,00000 to 3,00,000. Adhesive should have 3rd party certification from reputed lab / institute, for 25 years of life reliability and sustain wind speed of 200km/hr.

Adhesive shall have min. 5 years of field experience in solar plant installations to ensure product performance. The detailed specification is attached in Technical Annexure-A.

- f) Regarding civil structures the bidder need to take care of the load bearing capacity of the roof and need arrange suitable structures based on the quality of roof.
- g) The total load of the structure (when installed with PV modules) on the terrace should be less than 60 kg/m².

12. JUNCTION BOXES (JBs)

- a) The junction boxes are to be provided in the PV array for termination of connecting cables. The Junction Boxes (JBs) shall be made of GRP / FRP / Powder Coated Aluminum / Cast aluminum alloy with full dust, water & vermin proof arrangement. All wires / cables must be terminated through cable lugs. The JB's shall be such that input & output termination can be made through suitable cable glands.
- b) Copper bus bars/terminal blocks housed in the junction box with suitable termination threads conforming to IP65 standard and IEC 62208 Hinged door with EPDM rubber gasket to prevent water entry with single compression cable glands, provision of earthlings. It should be placed at 5 feet height or above for ease of accessibility.
- c) Each Junction Box shall have High quality Suitable capacity Metal Oxide Varistors (MOVs) / surge arrestors, suitable Reverse Blocking Diodes. The Junction Boxes shall have suitable arrangement monitoring and disconnection for each of the groups.
- d) Suitable markings shall be provided on the bus bar for easy identification and the cable ferrules must be fitted at the cable termination points for identification.

13. Not Used

14. AC DISTRIBUTION PANEL BOARD (ACDB)

- a) AC Distribution Panel Board (ACDB) shall control the AC power from PCU/ inverter, and should have necessary surge arrestors. Interconnection from ACDB to mains at LT Bus bar while in grid tied mode.
- b) All switches and the circuit breakers, connectors should conform to IEC 60947, Part I, II and III/ IS 60947 Part I, II and III. All cables shall be terminated onto a busbar by means of suitable MCB/MCCB.
- c) The changeover switches, cabling work should be undertaken by the bidder

as part of the project.

- d) All the Panel's shall be metal clad, totally enclosed, rigid, floor mounted, air - insulated, cubical type suitable for operation on three phase / single phase, 415 or 230 volts, 50 Hz
- e) The panels shall be designed for minimum expected ambient temperature of 45 degree Celsius, 80 percent humidity and dusty weather.
- f) All indoor panels will have protection of IP54 or better. All outdoor panels will have protection of IP65 or better.
- g) **Cable alley design needs to be compatible to allow easy access depending upon the number of AC Cables into the panel. Minimum width of cable alley shall be 300 mm. Location of bus bars should be such so as to avoid any overlapping/looping of cables in the panels.**
- h) **Connections of cable with the bus bars should be properly tightened and check nuts must be provided to avoid any possibility of loosening of connections.**
- i) **Bare/exposed portion of terminal/cables should be covered with appropriate sleeves instead of wrapping insulating tape.**
- j) Should conform to Indian Electricity Act and rules (till last amendment).
- k) All the 415 Volt AC or 230 volts devices / equipment like bus support insulators, circuit breakers, VTs etc., mounted inside the switchgear shall be suitable for continuous operation and satisfactory performance under the following supply conditions

Variation in supply voltage	+/- 10 %
Variation in supply frequency	+/- 3 Hz

15. **PCU / ARRAY SIZE RATIO**

- a) The combined wattage of all inverters should not be less than rated capacity of power plant under STC (Standard test conditions).
- b) Maximum power point tracker shall be integrated in the PCU/inverter to maximize energy drawn from the array.
- c) In addition to MPPT at inverter level, power optimizer at module level shall be used to increase the power generation.

16. **PCU / INVERTER**

As SPV array produce direct current electricity, it is necessary to convert this

direct current into alternating current and adjust the voltage levels to match the grid voltage. Conversion shall be achieved using an electronic Smart Inverter and the associated control and protection devices. All these components of the system are termed the “Power Conditioning Unit (PCU)”. In addition, the PCU shall also house MPPT (Maximum Power Point Tracker), an interface between Solar PV array & the Inverter, to the power conditioning unit/inverter. If necessary inverter output should be compatible with the grid frequency. Typical technical features of the inverter shall be as follows:

- Switching devices : IGBT/MOSFET
 - Control : Microprocessor / DSP (Digital Signal Processor)
 - Nominal AC output voltage and frequency : 415V, 3 Phase, 50 Hz
 - Output frequency : 50 Hz
 - Grid Frequency Synchronization range : + 3 Hz or more
 - Ambient temperature considered : -20° C to 50° C
 - Humidity : 95 % Non-condensing
 - Protection of Enclosure : IP-20(Minimum) for indoor.
IP-65(Minimum) for outdoor.
 - Grid Frequency Tolerance range : + 3 Hz or more
 - Grid Voltage tolerance : - 20% & + 15 %
 - No-load losses : Less than 1% of rated power
 - Inverter efficiency(minimum) : >93% (In case of 5kW or above)
Inverter efficiency (minimum) : > 90% (In case of less than 5kW)
 - THD : < 3%
 - PF : > 0.9
- a) Three phase PCU / inverter shall be used with each power plant system (10kW or above) but In case of less than 10 kW single phase inverter /Three phase PCU/ inverter can be used.
 - b) PCU / inverter shall be capable of complete automatic operation including wake-up, synchronization & shutdown.
 - c) The output of power factor of PCU inverter is suitable for all voltage ranges or sink of reactive power; inverter should have internal protection arrangement against any sustainable fault in feeder line and against the lightning on feeder.
 - d) Built-in meter and data logger to monitor plant performance through external

laptop shall be provided.

- e) The power conditioning units / inverters should comply with applicable IEC / equivalent BIS standard for efficiency measurements and environmental tests as per standard codes IEC 61683/IS 61683 and IEC 60068- 2(1,2,14,30) / Equivalent BIS Std.
- f) The charge controller / MPPT units environmental testing should qualify IEC 60068-2 (1, 2, 14, 30) / Equivalent BIS standard. The junction boxes / enclosures should be IP 65(for outdoor)/ IP 54 (indoor) and as per IEC 529 specifications.
- g) The PCU / inverters should be tested from the MNRE approved test centers / NABL / BIS / IEC accredited testing- calibration laboratories. In case of imported power conditioning units, these should be approved by international test houses.

17. **METERING**

- a) Metering panel shall be installed as near as possible, to the point of evacuation of power to grid.

18. PROTECTIONS

The system should be provided with all necessary protections like earthing, Lightning as follows:

LIGHTNING PROTECTION

The SPV power plants shall be provided with lightning and overvoltage protection. The main aim in this protection shall be to reduce the over voltage to a tolerable value before it reaches the PV or other sub system components. The source of over voltage can be lightning, atmosphere disturbances etc. The entire space occupying the SPV array shall be suitably protected against Lightning by deploying required number of Lightning Arrestors. Lightning protection should be provided as per IEC 62305 standards. The protection against induced high-voltages shall be provided by the use of metal oxide arrestors (MOVs) and suitable earthing such that induced transients find an alternate route to earth.

EARTHING PROTECTION

- a) Each array structure of the PV yard should be grounded/ earthed properly as per IS: 3043-1987. In addition the lightning arrester/masts should also be earthed inside the array field. Earth Resistance shall be tested in presence of the representative of KIPL as and when required after earthing by calibrated earth tester. PCU and ACDB should also be earthed properly.
- b) Earth resistance shall not be more than 5 ohms. It shall be ensured that all the earthing points are bonded together to make them at the same potential.

TECHNICAL ANNEXURE – A

TECHNICAL PARAMETER OF PV MODULE AND VARIOUS OTHER COMPONENTS FOR USE IN GRID CONNECTED SOLAR POWER PLANTS

All components of the PV plant shall be in accordance with technical specifications given in relevant IS / IEC Standards. The design and commissioning also shall be as per latest IS / IEC standards. The following are some of the technical measures required to ensure quality of the major components used in grid connected solar power Projects.

1. PV MODULE QUALIFICATION

The PV modules used in the grid connected solar power Projects must qualify to the latest edition of any of the following IEC PV module qualification test or equivalent Indian standards.

Standard	Description
IEC 61215-1 Ed. 1.0	Terrestrial photovoltaic (PV) modules - Design qualification and type approval Part 1: Test requirements
IEC 61215-1-1 Ed. 1.0	Terrestrial photovoltaic (PV) modules - Design qualification and type approval Part 1-1: Special requirements for testing of crystalline silicon photovoltaic (PV) modules
IEC 61215-1-2 Ed. 1.0	Terrestrial photovoltaic (PV) modules - Design qualification and type approval Part 1-2: Special requirements for testing of thin-film Cadmium Telluride (CdTe) based photovoltaic (PV) modules
IEC 61215-1-3 Ed. 1.0	Terrestrial photovoltaic (PV) modules - Design qualification and type approval Part 1-3: Special requirements for testing of thin-film amorphous silicon based photovoltaic (PV) modules
IEC 61215-1-4 Ed. 1.0	Terrestrial photovoltaic (PV) modules - Design qualification and type approval

Standard	Description
	Part 1-4: Special requirements for testing of thin-film Cu (In,Ga) (S,Se) based photovoltaic (PV) modules
IEC 62108 Ed. 2.0	Concentrator photovoltaic (CPV) modules and assemblies - Design qualification and type approval
IEC 61730-1 Ed. 2.0	Photovoltaic (PV) module safety qualification Part 1: Requirements for construction
IEC 61730-2 Ed.2	Photovoltaic (PV) module safety qualification Part 2: Requirements for testing
IEC 61701 Ed.2	Salt mist corrosion testing of photovoltaic (PV) modules (Applicable for coastal and marine environment)
IEC 62716 Ed.1	Photovoltaic (PV) modules - Ammonia corrosion testing (Applicable for wet atmospheres having high concentration of dissolved ammonia)
IEC TS 62804-1 Ed.1	Photovoltaic (PV) modules - Test methods for the detection of potential-induced degradation Part 1: Crystalline silicon

2. INVERTERS

The Inverters of the SPV power plants must conform to the latest edition of IEC / equivalent Indian Standards as specified below:

Standard	Description
IEC 61683 Ed. 1	Photovoltaic systems - Procedure for measuring efficiency
IEC 62109-1 Ed. 1	Safety of power converters for use in photovoltaic power systems - Part 1: General requirements
IEC 62109-2 Ed. 1	Safety of power converters for use in photovoltaic power systems - Part 2: Particular requirements for inverters
IEC 61000-6-2 Ed. 2	Electromagnetic compatibility (EMC) - Part 6-2: Generic standards - Immunity standard for industrial environments

Standard	Description
IEC 61000-6-4 Ed. 2.1	Electromagnetic compatibility (EMC) - Part 6-4: Generic standards - Emission standard for industrial environments
IEC 62116 Ed. 2/ IEEE 1547:2003 with 2014 Amendment 1/UL 1741	Utility-interconnected photovoltaic inverters - Test procedure of islanding prevention measures/ IEEE Standard for Interconnecting Distributed Resources with Electric Power Systems / Standard for Inverters, Converters, Controllers and Interconnection System Equipment for Use With Distributed Energy Resources
IEC 60068-2-1:2007	Environmental testing - Part 2-1: Tests - Test A: Cold
IEC 60068-2-2:2007	Environmental testing - Part 2-2: Tests - Test B: Dry heat
IEC 60068-2-14:2009	Environmental testing - Part 2-14: Tests - Test N: Change of temperature
IEC 60068-2-30:2005	Environmental testing - Part 2-30: Tests - Test Db: Damp heat, cyclic (12 h + 12 h cycle)
LVRT Compliance	As per the latest CERC Guidelines / Order/ Regulations
Grid Connectivity	Relevant CERC Regulations (including LVRT Compliance) and Grid Code as amended and revised

Sl. No.	Product	Indian Standard Number	Title of Indian Standard
1.	Crystalline Silicon Terrestrial Photovoltaic (PV) Modules (Si wafer based)	IS 14286	Crystalline Silicon Terrestrial Photovoltaic (PV) modules - Design Qualification And Type Approval

Sl. No.	Product	Indian Standard Number	Title of Indian Standard
2.	Thin-Film Terrestrial Photovoltaic (PV) Modules (a-Si, CIGS and CdTe)	IS 16077	Thin-Film Terrestrial Photovoltaic (PV) Modules - Design Qualification and Type Approval
3.	PV Module (Si wafer and Thin film)	IS/IEC 61730 (Part 1)	Photovoltaic (PV) Module Safety Qualification Part 1 Requirements for Construction Photovoltaic (PV) Module Safety Qualification
		IS/IEC 61730 (Part 2)	Part 2 Requirements for Testing
4.	Power converters for use in photovoltaic power system	IS 16221 (Part 1)	Safety of Power Converters for use in Photovoltaic Power Systems Part 1- General Requirements
		IS 16221 (Part 2)	Safety of Power Converters for Use in Photovoltaic Power Systems Part 2-
5.	Utility -Interconnected Photovoltaic inverters	IS 16169	Test Procedure of Islanding Prevention Measures for Utility-Interconnected Photovoltaic Inverters

3. All cables and connectors to be used for installation of solar field must be of solar grade which can withstand harsh environment conditions for 5 years and voltages as per latest IEC standards. It is recommended that the Cables of 600-

1800 Volts DC for outdoor installations should comply with the BS / EN EN50618 / TUV 2pfg 1169 / 08 / 07 for service life expectancy of 5 years.

The detailed specification of non-penetration solutions for solar industry is as follows: -

Sr. No.	Specification Non-penetrative solutions for Solar Industry	Description
1	Base	Acrylic (2 component system)
2	Colour	Resin - Off white / Accelerator - Grey
3	Viscosity	Resin - 40,000 to 1,30,000 Accelerator - 2,00000 to 3,00,000
4	Suitable for Substrates	All Metals, Thermoplastics, FRP, Gelcoats, SMC etc.
5	Non-Sag	Allows for greater process flexibility
6	Mixing Ratio (V/V)	2 : 1
7	Flash Point	15 Deg C
8	Skin Forming / Working Time	8-12 minutes @ 21 Deg C
9	Clamping / Handling Strength	20-25 minutes @ 21 Deg C
10	Tensile Strength in psi	841 psi (5.8 Mpa)
11	Shore D Hardness	40
12	Elongation at break %	190%
13	Modulus	3626
14	Curing Mechanism	Room Temperature Cure
15	Time for full curing	24 Hrs
16	Shelf Life	One Year
17	Density / Specific Gravity of Mixed adhesive	1.1913 grams/ml
18	Service Temperature	-20 Deg C to +100 Deg C
19	Cartridge capacity	400 ml.
20	Lap Shear Strength as per ASTM D1002 (Initial Strength)	2027 psi (Cohesive failure)
21	Corrosion Test - After Salt Spray testing as per ASTM B117 for 5000 Hours	1595 psi (Cohesive failure)
22	After UV Resistance as per ASTM G154 for 5000 Hours	1740 psi (Cohesive failure)
23	After Humidity Testing as per ASTM D2247 for 5000 Hours	1885 psi (Cohesive failure)
24	After Heat Resistance Testing (-15	1663 psi (Cohesive failure)

	to 50 Deg C) for 30 minutes - 15 Cycles	
25	200 km/hour Wind Tunnel Test (Aluminium Dolly Test)	Before: - 1013 psi After: - 972 psi
26	Third Party Certification for	<ul style="list-style-type: none"> a) Lap Shear Testing as per ASTM D1002 or equivalent standard b) Corrosion Test -Salt Spray testing as per ASTM B 117 for 5000 Hours or equivalent standard c) UV Resistance as per ASTM G 154 for 5000 Hours or equivalent standard d) Humidity Testing as per ASTM D 2247 for 5000 Hours or equivalent standard e) Heat Resistance Testing (-15 to 50 DegC) for 30 minutes - 15Cycles f) 200km/hour Wind Tunnel Test (Aluminium Dolly Test)

4. OTHER SUB-SYSTEMS / COMPONENTS

Other subsystems/ components used in the SPV Power Plants (Cables, Connectors, Junction Boxes, Surge Protection Devices etc.) must also conform to the relevant international / national Standards for Electrical Safety besides that for Quality required for ensuring Expected Service Life and Weather Resistance.

5. AUTHORIZED TEST CENTRES

The PV modules/ Power Conditioners deployed in the Power Plants must have valid test certificates for their qualification as per above specified IEC / BIS Standards by one of the NABL Accredited Test Centres in India. In case of module types / equipment for which such Test facilities may not exist in India at present, test certificates from reputed ILAC Member body accredited Labs abroad will be acceptable.

6. WARRANTY

PV modules used in grid connected solar power plants must be warranted for peak output wattage, which should not be less than 90% at the end of 10 years and 80% at the end of 25 years.

The modules shall be warranted for at least 10 years for failures due to material defects and workmanship.

- The mechanical structures, electrical works and overall workmanship of

the grid solar power plants must be warranted for a minimum of 5 years

- The Inverters / PCUs installed in the solar power plant must have a warranty for 5 years.

7. IDENTIFICATION AND TRACEABILITY

Each PV module used in any solar power Project must use a RF identification tag. The following information must be mentioned in the RFID used on each module (This can be inside or outside the laminate, but must be able to withstand harsh environmental conditions):

- i. Name of the manufacturer of PV Module
- ii. Name of the Manufacturer of Solar cells
- iii. Month and year of the manufacture (separately for solar cells and module)
- iv. Country of origin (separately for solar cells and module)
- v. I-V curve for the module at Standard Test Condition (1000 W/m^2 , AM 1.5, 25° C)
- vi. Wattage, I_m , V_m and FF for the module
- vii. Unique Serial No. and Model No. of the module
- viii. Date and year of obtaining IEC PV module qualification certificate
- ix. Name of the test lab issuing IEC certificate
- x. Other relevant information on traceability of solar cells and module as per ISO 9000

Site owners would be required to maintain accessibility to the list of Module IDs along with the above parametric data for each module.

8. SAFE DISPOSAL OF SOLAR PV MODULES

The SPD will ensure that all Solar PV modules from their plant after their 'end of life' (when they become defective / non-operational / non-repairable) are disposed in accordance with the "e-waste (Management and Handling) Rules, 2011" notified by the Government and as revised and amended from time to time.

Format-A

GENERAL INFORMATION ABOUT THE BIDDER

Name of the Equity holder	Type and Number Of shares owned	Equity % of	Extent of Voting Control

GENERAL INFORMATION ABOUT THE BIDDER

<i>A. BIDDER INFORMATION SHEET</i>		
<i>Bidder's Legal Name</i>		
<i>Legal status of the Bidder</i>	Sole Proprietorship Firm / Partnership Firm / Private Limited Company / Public Limited Company / Joint Venture / Consortium (Please tick one)	
<i>In case of JV/Consortium, Legal name of each partner with percentage participation (also provide information of each member in separate sheet (page 2 of 2))</i>	Legal Name of JV/Consortium member	% participation
	1.	
	2.	
	3.	
<i>Lead member of JV/Consortium</i>		
<i>Bidder's legal address in India, telephone numbers, fax numbers, email address for communication</i>		
<i>Bidder's authorized signatory (name, designation, address, contact no.)</i>		

Bidder's authorized representative (name, designation, address, contact no.)	
------------------------------------------------------------------------------------	--

FOLLOWING NEEDS TO BE SUBMITTED BY THE BIDDER: (by each member in case of JV/consortium):

- a) Affidavit in case of Proprietary firm.
- b) Partnership Deed in case of partnership firm.
- c) Memorandum & Article of Association in case of a Public/Private limited company.
- d) In case of JV/Consortium, MoU/Agreement (duly notarized) entered into by the joint venture / consortium members, containing intended percentage participation, nomination of Lead Member and division of responsibility to clearly define the work of each member etc.
- e) Authorization/POA in favour of authorized signatory of bidder to sign the tender, and also in favour of authorized representative of each member in case of JV/Consortium.

Note: Bidder's authorised representative shall be deemed to have authority of the Bidder to receive and deliver any correspondence and attend meetings with Haryana Tourism Corporation related to the tender.

B. JV/CONSORTIUM MEMBER INFORMATION	
MEMBER – 1	
JV/Consortium Member’s Legal Name	
Legal status of the Member	Sole Proprietorship Firm / Partnership Firm / Private Limited Company / Public Limited Company (Tick any one)
Member’s country of constitution	
Member’s legal address, telephone numbers, fax numbers, email address)	
Member’s authorized representative (name, designation, address)	
MEMBER – 2	
JV/Consortium Member’s Legal Name	
Legal status of the Member	Sole Proprietorship Firm / Partnership Firm / Private Limited Company / Public Limited Company (Tick any one)
Member’s country of constitution	
Member’s legal address, telephone numbers, fax numbers, email address)	
Member’s authorized representative (name, designation, address)	

**SIGNATURE OF AUTHORIZED SIGNATORY
ON BEHALF OF BIDDER**

SECTION-IV

Format-B

(To be submitted in a separate package as financial bid as per clause 3.10.1 (C) of Section-1)

Contract: DE/SPV-01

S.No	Description	Name of the Sites	Approx. total Capacity in KWp	Project cost for the scope of work as per Bid document (Rs./ kWp)	Total Project Cost In Rs. (A)
1	Design, Engineering, Supply, Storage, Civil work, Erection of suitable structure, Testing & Commissioning of 2 Nos of 150kwp Rooftop Solar PV project at Mansa Devi & Nada Sahib		300 KWp (refer clause 2.2)		

Date:

Signature:.....

Place:

Printed Name.....

Business Address:

Designation:.....

Country of Incorporation:

(Common Seal).....

(State or Province to be indicated)

SECTION-V
FORMATS FOR SUBMITTING RFS

FORMAT-1

COVERING LETTER

(The covering letter should be on the Letter Head of the Bidding Company)

Contract: KIPL/SPV-01 dated_____

From:_____ (Insert name and address of Bidding Company)

Tel.:-.....

Fax:-.....

E-mail address:-.....

To,

Haryana Tourism Corporation.

Sub:-Bid for “Contract KIPL/SPV-01 - Design, Engineering, Supply, Storage, Civil work,Erection of suitable structure, Testing & Commissioning of 2 Nos of 150 Kwp RooftopSolar PV project At Mansa Devi & Nada Sahib”

Dear Sir,

We, the undersigned....[insert name of the ‘Bidder’] having read, examined and understood in detail the RFS Document for Bid for “Contract KIPL/SPV-01 - Design, Engineering, Supply, Storage, Civil work,Erection of suitable structure, Testing & Commissioning of 2 Nos of 150 Kwp Rooftop Solar PV project At Mansa Devi & Nada Sahib”. in India hereby submit our Bid comprising of Price Bid and Techno Commercial Bid. We confirm that neither we nor any of our Parent Company / Affiliate / Ultimate Parent Company has submitted Bid other than this Bid directly or indirectly in response to the aforesaid RFS.

We give our unconditional acceptance to the tender dated.....and RFS Documents attached thereto, issued by **Haryana Tourism Corporation**, as amended. As a token of our acceptance to the RFS Documents, the same have been initialed by us and enclosed to the Bid. We shall ensure that we execute such RFS Documents as per the provisions of the RFS and provisions of such RFS Documents shall be binding on us.

1. Acceptance

We hereby unconditionally and irrevocably agree and accept that the decision made by **Haryana Tourism Corporation** Limited in respect of any matter regarding or arising out of the RFS shall be binding on us. We hereby expressly waive any and all claims in respect of Bid process.

We confirm that there are no litigations or disputes against us, which materially affect our ability to fulfill our obligations with regard to execution of projects of capacity offered by us.

2. Familiarity with Relevant Indian Laws & Regulations

We confirm that we have studied the provisions of the relevant Indian laws and regulations as required to enable us to submit this Bid and execute the RFS Documents, in the event of our selection as Successful Bidder. We further undertake and agree that all such factors as mentioned in RFS have been fully examined and considered while submitting the Bid.

3. Contact Person

Details of the contact person are furnished as under:

Name	
Designation	
Company	
Address	
Phone Nos.	
Fax Nos.	
E-mail address	

It is confirmed that our Bid is consistent with all the requirements of submission as stated in the RFS and subsequent communications from **Haryana Tourism Corporation Limited**. The information submitted in our Bid is complete, strictly as per the requirements stipulated in the RFS and is correct to the best of our knowledge and understanding. We would be solely responsible for any errors or omissions in our Bid. We confirm that all the terms and conditions of our Bid are valid for acceptance for a period of 180 days from the Bid deadline. We confirm that we have not taken any deviation so as to be deemed non- responsive.

Dated the _____ day of _____, 20...

Thanking you,

We remain,

Yours faithfully,

Name, Designation and Signature of Authorized Person in whose name Power of Attorney/Board Resolution as per Clause is issued.

GENERAL PARTICULARS OF THE BIDDER

Name of the Company	
Registered Office Address	
Telephone, Telex, Fax No	
E-mail	
Web site	
Authorized Contact Person(s) with name, designation, Address and Mobile Phone No., E-mail address/ Fax No. to whom all references shall be made	
Year of Incorporation	
Have the bidder/Company ever been Debarred By any Govt. Dept. / Undertaking for undertaking any work.	
Reference of any document information attached by the Bidder other than specified in the RFS.	
Whether the Bidder wishes to form a Project Company for execution of work	Yes / No
Bidding company is listed in India	Yes / No
Details of the Ownership structure (Details of persons owning 10% or more of the Total Paid up equity of the Bidding Company in the Format as below	

UNDERTAKING FOR TENDER SECURITY DECLARATION

We, _____ (Legal Name of Tenderer / JV / Consortium) hereby confirm that we are submitting the tender _____ (Name of the work) floated by **Haryana Tourism Corporation**.

We do hereby undertake that in the following cases, we shall be debarred from participating in the re-tender of this work and also will be debarred from participating in any tender of KIPL for a period as specified in table below:

S. No.	Case	Period of Ban*
1	a) if we resile or withdraw our Tender during the period of Tender evaluation before opening of Financial Package (in case of two package system); or	One year
2	a) if we resile or withdraw our Tender during the period of Tender evaluation in case of single package system ; or b) if we do not accept the correction of our Tender price, during evaluation of Financial Proposal; or c) if, having been notified of the acceptance of our Tender by KIPL during the period of tender validity, we (i) fail or refuse to furnish the unconditional acceptance of LOA within the time limit specified and/or (ii) fail or refuse to furnish the Performance Security in accordance with Clause 3.15 and/or (iii) fail or refuse to enter into a Contract within the time limit (iv) fail to submit a letter for price confirmation within stipulated number of days after completion of Reverse Auction event, to the tender inviting authority	In all the cases Two years

* Period of ban shall be from the date of resiling / withdrawal of this tender or from date of issue of LOA, as the case may be.

STAMP & SIGNATURE OF AUTHORISED SIGNATORY

Note:

1. The undertaking shall be signed by authorized signatory of the tenderer.
2. In case of JV/Consortium, above action of debarment shall be taken against each of the constituent members of JV/Consortium.

CHECK LIST FOR BANK GUARANTEE

Sl.No.	Details of checks	YES/NO
a)	Is the BG on non-judicial Stamp paper of appropriate value, as per applicable Stamp Act of the place of execution.	
b)	Whether date, purpose of purchase of stamp paper and name of the purchaser are indicated on back of stamp paper under the Signature of Stamp vendor? (The date of sale of stamp paper Shown therein prior to date of Execution of BG and purchase of stamp paper should be either in the name of executing Bank or the party on whose behalf the BG has been issued. Also the Stamp Paper should not be older than six months from the date of execution of BG).	
c)	Has the executing Officer of BG indicated his name, designation and Power of Attorney No./Signing Power no. on the BG?	
d)	Is each page of BG duly signed / initialed by executants and whether stamp of Bank is affixed thereon? Whether the last page is signed with full particulars including two witnesses under seal of Bank as required in the prescribed Performa?	
e)	Does the Bank Guarantees compare verbatim with the Performa prescribed in the Bid Documents?	
f)	Are the factual details such as Bid Document No. / Specification No., / LOA No. (if applicable) / Amount of BG and Validity of BG correctly mentioned in the BG	
g)	Whether overwriting/cutting if any on the BG have been properly Authenticated under signature & seal of executants?	

POWER OF ATTORNEY

(To be on non-judicial stamp paper of appropriate value as per Stamp Act relevant to place of execution)

(a) Power of Attorney to be provided by the Bidding Company in favour of its representative as evidence of authorized signatory’s authority.

Know all men by these presents, We

(Name and address of the registered office of the Bidding Company as applicable) do hereby constitute, appoint and authorize Mr./Ms. (Name & residential address) who is presently employed with us and holding the position of

..... as our true and lawful attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to submission of our Bid for **Contract KIPL/SPV-01 - Design, Engineering, Supply, Storage, Civil work,Erection of suitable structure, Testing & Commissioning of 2 Nos of 150 Kwp Rooftop Solar PV project At Mansa Devi & Nada Sahib”.** in response to the NIT No

..... dated issued by **Haryana Tourism Corporation** including signing and submission of the Bid and all other documents related to the Bid, including but not limited to undertakings, letters, certificates, acceptances, clarifications, guarantees or any other document which the **Haryana Tourism Corporation** may require us to submit. The aforesaid Attorney is further authorized for making representations to the KIPL Limited and providing information / responses to **Haryana Tourism Corporation** representing us in all matters before **Haryana Tourism Corporation** and generally dealing with **Haryana Tourism Corporation** in all matters in connection without Bid till the completion of the bidding process as per the terms of the above mentioned NIT.

We hereby agree to ratify all acts, deeds and things done by our said attorney pursuant to this Power of Attorney and that all acts, deeds and things done by our aforesaid attorney shall be binding on us and shall always be deemed to have been done by us.

All the terms used herein but not defined shall have the meaning ascribed to such terms under the NIT.

Signed by the within named
..... **(Insert the name of the executant company)**

through the hand of
Mr.
duly authorized by the Board to issue such Power of Attorney

Dated this **day of**

Accepted

.....
Signature of Attorney
(Name, designation and address of the Attorney)

Attested

.....
(Signature of the executants)

(Name, designation and address of the executants)

.....
Signature and stamp of Notary of the place of execution

Common seal of has been affixed in my/our presence pursuant to Board of Director’s Resolution dated.....

WITNESS

1.
(Signature)
Name.....
Designation
2.
(Signature)
Name.....
Designation

Notes:

The mode of execution of the power of attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executants(s) and the same should be under common seal of the executants affixed in accordance with the applicable procedure. Further, the person whose signatures are to be provided on the power of attorney shall be duly authorized by the executants(s) in this regard.

The person authorized under this Power of Attorney, in the case of the Bidding Company / Lead Member being a public company, or a private company which is a subsidiary of a public company, in terms of the Companies Act, 1956/2013, with a paid up share capital of more than Rupees Five Crores, should be the Managing Director / whole time director/manager appointed under section 269 of the Companies Act, 1956/2013. In all other cases the person authorized should be a director duly authorized by a board resolution duly passed by the Company.

Also, wherever required, the executants(s) should submit for verification the extract of the chartered documents and documents such as a Board resolution / power of attorney, in favor of the person executing this power of attorney for delegation of power hereunder on behalf of the executants (s).

FINANCIAL ELIGIBILITY CRITERIA REQUIREMENT (AS PER CLAUSE 3.4)

(To be submitted on the letterhead of Bidding Company)

To,

Haryana Tourism Corporation

Dear Sir,

Sub: - Bid for “Contract KIPL/SPV-01 - Design, Engineering, Supply, Storage, Civil work, Erection of suitable structure, Testing & Commissioning of 2 Nos of 150 Kwp Rooftop Solar PV project At Mansa Devi & Nada Sahib.”

We submit our Bid/Bids for the total capacity of 300 KWp (Insert total offered capacity in KW; for Bids for which we submit details of our Financial Eligibility Criteria Requirements.

We certify that the Financially Evaluated Entity (ies) had an Annual Turnover and Net worth as specified in clause 3.4.3 of section I

Name of Financially Evaluated Entity*	Relationship with Bidding Company**	Financial year	Year of Incorporation	Annual Turnover (Rs. Crore) as per Clause 3.4.3 (in Rs. Crore)	Net worth as per Clause 3.4.3 (in Rs. Crore)

➤ Attach Separately Format-12 with this format.

* The Financially Evaluated Entity may be the Bidding Company itself.

** The column for “Relationship with Bidding Company” is to be filled in only in case financial capability of Parent Company and/or Affiliate has been used for meeting Qualification Requirements.

Yours Faithfully

(Signature and stamp (on each page) of Authorized Signatory of Bidding Company)

Name:-.....
Date:-.....
Place:-.....

Signature and stamp (on each page) of Chartered Accountant/Statutory Auditors of Bidding Company.

Name:
Date:
Place:

Notes:

Audited consolidated annual accounts of the Bidder may also be used for the purpose of financial criteria provided the Bidder has at least 20% equity in each company whose accounts are merged in the audited consolidated accounts and provided further that the financial capability of such companies (of which accounts are being merged in the consolidated accounts) shall not be considered again for the purpose of evaluation of the Bid.

FORMAT-8

Format for certificate of relationship of Parent Company or Affiliate with the Bidding Company

To,

.....
.....
.....

Dear Sir,

Sub: - Bid for “Contract KIPL/SPV-01 - Design, Engineering, Supply, Storage, Civil work, Erection of suitable structure, Testing & Commissioning of 2 Nos of 150 Kwp Rooftop Solar PV project At Different Location”

We hereby certify that M/s....., M/s....., M/s..... are the Affiliate(s) /Parent Company of the Bidding Company as per the definition of Affiliate/Parent Company as provided in this RFS and based on details of equity holding as on seven (7) days prior to the Bid Deadline.

The details of equity holding of the Affiliate/Parent Company/Bidding Company or vice versa as on seven (7) days prior to the Bid Deadline are given as below:

Name of Bidding Company	Name of the Affiliate of the Bidding Company/ Name of the Parent Company of the Bidding Company	Name of the Company having common control on the Affiliate and the Bidding Company	Percentage of Equity Holding of Parent Company in the Bidding Company

*Strike out whichever is not applicable.

(Insert Name and Signature of Statutory Auditor or in practice Company Secretary of the Bidder)

**Undertaking from the Financially Evaluated Entity or its Parent
Company / Ultimate Parent Company**

**(On the Letter Head of the Financially Evaluated Entity or its Parent Company /
Ultimate Parent Company)**

Name:

Full Address:

Telephone No.:

E-mail address:

Fax/No.:

To,

.....

Dear Sir,

We refer to the RFS No.....dated.....for **Bid for “Contract KIPL/SPV-01 - Design, Engineering, Supply, Storage, Civil work, Erection of suitable structure, Testing & Commissioning of 2 Nos of 150 Kwp Rooftop Solar PV project At Different Location”**

“We have carefully read and examined in detail the RFS, including in particular, Clause ...of the RFS, regarding submission of an undertaking, as per the prescribed Format at Annexure.....of the RFS.

We confirm that M/s.....(Insert name of Bidding Company) has been authorized by us to use our financial capability for meeting the Financial Eligibility as specified in Clause...of the RFS referred to above.

We have also noted the amount of the Performance Guarantee required to be submitted as per Clause...of the RFS the (Insert the name of the Bidding Company) in the event of it being selected as the Successful Bidder”.

In view of the above, we hereby undertake to you and confirm that in the event of failure of (Insert name of the Bidding Company) to submit the Performance

Guarantee in full or in part at any stage, as specified in the RFS, we shall submit the Performance Guarantee not submitted by.....(Insert name of the Bidding Company)”.

We have attached hereto certified true copy of the Board Resolution Whereby the Board of Directors of our Company has approved issue of this Undertaking by the Company.

All the terms used herein but not defined, shall have the meaning as ascribed to the said terms under the RFS.

Signature of Chief Executive Officer/Managing Director

Common seal of has been affixed in my/our presence pursuant to Board of Director's Resolution dated.....

WITNESS

.....

(Signature)

Name.....

Designation.....

.....

(Signature)

Name.....

Designation.....

ANNEXURE-1 Work Experience

Applicant’s legal name Date.....

Group Member’s legal name..... Pageof..... pages

For similar works as per clause no. 3.4.2

Work Experience		
Contract Number	Information	
Contract Identification		
Award date		
Completion date		
Employer’s Name		
Employer’s Address: Telephone / Fax number: E Mail		
Role in Contract (Individual/JV/JVA member)	Individual	JV Member
Completion Cost	Currencies (as stated in Clients Certificate)	In equivalent INR at 30.06.2020 price level
If JV member, specify percentage participation in contract & amount (Please refer Note-1)	% participation	In equivalent INR
Quantum of similar work in support of clause no. 3.4.2		In case of JV/JVA, actual works executed by the Applicant (duly substantiated with Client Certificate)

NOTE: 1. Only the value of contract as executed by the applicant/member in his own name should be indicated. Where a work is undertaken by a group, JV/JVA only that portion of the contract which is undertaken by the concerned applicant/member should be indicated and the remaining done by the other members of the group be excluded. This is to be substantiated with documentary evidence.

2. Separate sheet for each work along with Clients Certificate and performance certificate six months in operation after the completion of work, to be submitted.

ANNEXURE - 1A: Summary of Information provided in Annexure-1

Applicant's legal name Date.....

Group Member's legal name..... Pageof..... pages

Name of Applicant (each member in case of group, JV/JVA)	Total Number of works As per clause no. 3.4.2 at the price level of as on date 30.06.2020	No. of contracts delayed, i.e. completed beyond the original date of completion

NOTE: -

1. In case the work was done as JV/JVA, only the value of work done by the applicant as per his Percentage participation must be given.
2. Reasons of delay whether on contractors account or on account of Employer in each applicable case need to be enclosed separately.

RFS No: Date :		
1	Name of the owner / beneficiary & Complete postal address :-	
2	Name of the Authorized contact person : (Including mobile no & Email-id)	
3	Address of SPV power plant installed :	
4	Name of the Installer/Successful Bidder :	
Sr. No	Component	Details
1	Installed Rooftop Solar PV Project capacity in (kWp)	
2	Whether training was provided by installer for operation and maintenance of SPV plant. Note: Operation & Maintenance (O&M) of SPV Plant.	
3	Whether the following documents were provided or not	
	Installation manual (SPV system), certificates, catalogue, As Built drawings for (DC SLD, AC SLD, Plant Layout, Civil & Structural drawings, SCADA drawings, Earthing drawing, Lightning drawings, Bill of Quantity (BOQ), Design sheet for Earthing calculations, other drawings, etc.	
	Copy of the Warrantees and Guarantees of the different components of Solar PV system.	
	Insurance as per RFS	
	Recommended list of spares for 25 years.	
	Web link for Remote monitoring of SPV plant including username & password to be provided installer to KIPL	
	Performance Ratio (PR) should be minimum of 75% for initial commissioning acceptance.	

	Capacity utilization factor (CUF) should be certified by Owner of the plant /beneficiary during 2 years O&M period.	
4	Project cost allocated is Rs./Wp to	
	Cost break up	Owner share: Rs / Wp
		MNRE/Govt Share : Rs...../ Wp

Declaration:

1. It is to certify that all the information given above is true and correct to best of my knowledge. We are satisfied with the installation of SPV system and working satisfactorily as per above details.

Signature of Authorized Signatory on each page: _____

Name _____ Designation _____

Seal:

(Undertaking as per clause 3.4.1 vii of Section-I)

We do hereby undertake that **Haryana Tourism Corporation** any Central / State government department / public sector undertaking / other government entity or local body has not banned business with us on the date of tender submission. Also, none of the work has been rescinded / terminated by **Haryana Tourism Corporation** / any Central or State Govt. Department / Public Sector Undertaking / Other Govt. entity or local body after award of contract to us during last 3 years (from the last day of the previous month of tender submission) due to our non-performance.

STAMP & SIGNATURE OF AUTHORISED SIGNATORY

UNDERTAKING FOR NOT BEING PENALISED IN A CONTRACT

(Undertaking as per clause 3.4.1 viii of Section-I)

We do hereby undertake that **Haryana Tourism Corporation** / Any other Metro Organisation (100% owned by Govt.), Ministry of Housing and Urban Affairs / Order of Ministry of Commerce, applicable for all Ministry has not banned business with us as on the date of tender submission. Also any work of the value more than 10% of NIT cost of work, executed either individually or in a JV/Consortium, has not been rescinded / terminated by **Haryana Tourism Corporation** (100% owned by Govt.), after award of contract to us during last 3 years (from the last day of the previous month of tender submission) due to our non-performance.

STAMP & SIGNATURE OF AUTHORISED SIGNATORY

Note :

1. In case of JV/Consortium, the undertaking shall be submitted by each member of the JV/Consortium.
2. The undertaking shall be signed by authorized signatory of the bidder. In case of JV/Consortium by the authorized signatory of the constituent members counter signed by the authorized signatory of bidder.

UNDERTAKING FOR FINANCIAL STABILITY

(Undertaking as per clause 3.4.1 ix of Section-I)

We do hereby undertake that we have not suffered bankruptcy/insolvency during the last 5 years.

STAMP & SIGNATURE OF AUTHORISED SIGNATORY

Note :

1. In case of JV/Consortium, the undertaking shall be submitted by each member of the JV/Consortium.
2. The undertaking shall be signed by authorized signatory of the bidder. In case of JV/Consortium by the authorized signatory of the constituent members counter signed by the authorized signatory of bidder.

UNDERTAKING FOR DOWNLOADED TENDER DOCUMENT

We here by confirm that, we have downloaded / read the complete set of tender documents /addendum/clarifications along with the set of enclosures hosted on e-tendering portal <https://eprocure.gov.in/eprocure/app>. We confirm that we have gone through the bid documents, addendums and clarifications for this work placed upto the date of opening of bids on the e-tendering portal [<https://eprocure.gov.in/eprocure/app>]. We confirm our unconditional acceptance for the same and have considered for these in the submission of our financial bid.

Signature of authorised signatory

Section-IX

Instructions for Online Bid Submission

The bidders are required to submit soft copies of their bids electronically on the Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the CPP Portal.

More information useful for submitting online bids on the CPP Portal may be obtained at: <https://eprocure.gov.in/eprocure/app>.

REGISTRATION

- 1) Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal (URL: <https://eprocure.gov.in/eprocure/app>) by clicking on the link "**Online bidder Enrollment**" on the CPP Portal which is free of charge.
- 2) As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
- 3) Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.
- 4) Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class II or Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify / nCode / eMudhra etc.), with their profile.
- 5) Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC's to others which may lead to misuse.
- 6) Bidder then logs in to the site through the secured log-in by entering their user ID / password and the password of the DSC / e-Token.

SEARCHING FOR TENDER DOCUMENTS

- 1) There are various search options built in the CPP Portal, to facilitate bidders to

Contract: DE/SPV-01

search active tenders by several parameters. These parameters could include Tender ID, Organization Name, Location, Date, Value, etc. There is also an option

of advanced search for tenders, wherein the bidders may combine a number of search parameters such as Organization Name, Form of Contract, Location, Date, Other keywords etc. to search for a tender published on the CPP Portal.

- 2) Once the bidders have selected the tenders they are interested in, they may download the required documents / tender schedules. These tenders can be moved to the respective 'My Tenders' folder. This would enable the CPP Portal to intimate the bidders through SMS / e-mail in case there is any corrigendum issued to the tender document.
- 3) The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification / help from the Helpdesk.

PREPARATION OF BIDS

- 1) Bidder should take into account any corrigendum published on the tender document before submitting their bids.
- 2) Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents - including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.
- 3) Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF / XLS / RAR / DWF/JPG formats. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.
- 4) To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use "My Space" or "Other Important Documents" area available to them to upload such documents. These documents may be directly submitted from the "My Space" area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

SUBMISSION OF BIDS

- 1) Bidder should log into the site well in advance for bid submission so that they can upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
- 2) The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
- 3) Bidder has to select the payment option as “offline” to pay the tender fee / EMD as applicable and enter details of the instrument.
- 4) Bidder should prepare the EMD as per the instructions specified in the tender document. The original should be posted/couriered/given in person to the concerned official, latest by the last date of bid submission or as specified in the tender documents. The details of the DD/any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise the uploaded bid will be rejected.
- 5) Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the price bid has been given as a standard BoQ format with the tender document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BoQ file, open it and complete the white coloured (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BoQ file is found to be modified by the bidder, the bid will be rejected.
- 6) The server time (which is displayed on the bidders’ dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.
- 7) All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128 bit encryption

technology. Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid openers public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.

- 8) The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 9) Upon the successful and timely submission of bids (i.e. after Clicking “Freeze Bid Submission” in the portal), the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.
- 10) The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.

ASSISTANCE TO BIDDERS

- 1) Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.
- 2) Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk.
- 3) For any Technical queries related to Operation of the Central Public Procurement Portal Contact at :

Tel: -----

E-Mail: -----