

SHORT TENDER NOTICE
MUNICIPAL CORPORATION, SONIPAT
TENDER/COMMUNITY PARTICIPATION NOTICE

Municipal Corporation, Sonapat hereby invites Online bids on the website <https://etenders.hry.nic.in> from the eligible contractors /firms/labour & construction Societies enlisted on the approved list of Haryana State PWD, CPWD, HUDA, HSAMB, Municipalities etc. having expertise and experience in completion of the similar nature of work :-

For L&C Societies Only

Publication of Tender & Download Tender Document :- 03.12.2021 from 18.00

Expiry Date & Time of Bid of EMD Submission:- 13.12.2021

Tender Online Submission End date:- 15.12.2021 from 09.00 AM

Tender Opening Date: 15.12.2021 from 9.00 AM

IF L&C Societies rates not received then

For L&C Societies and Contractors both

Publication of Tender & Download Tender Document :- 15.12.2021 from 18.00

Expiry Date & Time of Bid of EMD Submission:- 22.12.2021

Tender Online Submission End date:- 24.12.2021 from 09.00 AM

Tender Opening Date: 24.12.2021 from 9.00 AM

1. Earnest Money Deposit (EMD) and tender cost/fees will be paid by the tenderer online directly through Debit Cards, Internet Banking Accounts, RTGS/NEFT etc.
 2. Intending bidders will be mandatorily required to online sign-up (create user account) on the website <https://haryanaeprocurement.gov.in> to be eligible to participate in the e-Tender. He / She will be required to make online payment of as mentioned above towards EMD fee in due course of time. The intended bidder fails to pay EMD fee under the stipulated time frame shall not be allowed to submit his / her bids for the respective event / Tenders.
 3. The interested bidders must remit the funds at least T+1 working day (Transaction day + One working Day) in advance i.e. on or before as mentioned above and make payment via RTGS /NEFT to the beneficiary account number specified under the online generated challan. The intended bidder / Agency thereafter will be able to successfully verify their payment online, and submit their bids on or before the expiry date & time of the respective events/Tenders at www.etenders.hry.nic.in.
 4. The interested bidders shall have to pay mandatorily Processing fee (under document fee – Non refundable) online by using the service of secure electronic gateway. The secure electronic payments gateway is an online interface between bidders & online payment authorization networks.
 5. Bidders should possess digital signature certificate for participating in online tendering process.
 6. In the above mentioned terms and conditions which relates to this work is applicable.
 7. Bid Document can be downloaded from the website of Haryana Government www.etenders.hry.nic.in.
1. **Eligibility Criterion:**
- A) Eligible contractors /firms/labour & construction Societies enlisted on the approved list of Haryana State PWD, CPWD, HUDA, HSAMB, Municipalities etc.
 - B) The intending agency shall have to submit & upload Certificate of Satisfactory execution of similar nature of work of any Govt./ PSU department at least one work of 80% amount or at least two works of 50% amount or at least three works of 40% amount of tender cost in last three financial year i.e.

2018-19, 2019-20, 2020-21 along with technical bid for the works estimated cost above Rs. 10.00 Lacs. If the same are not submitted the technical bid shall be rejected.

- C) As tenders are open Tenders Contractors /Agencies not Registered with Municipal Corporation Sonapat will have to get Registered with Municipal Corporation Sonapat before allotment of work.
- D) Every contractor shall make an application to the registering officer for the registration of establishment under the building and other construction worker welfare (RE&CS) act, 1996.
- E) The first running bill of the contractor shall be cleared only after the receipt of registration certificate under building and other construction worker welfare (RE&CS) act, 1996 and registration of all the eligible construction workers as a beneficiary of Haryana Building & other contraction Worker Welfare Board.
- F) Contractor/Society/agency who are interested in bidding of this tender must have enrolled themselves on the portal of <https://works.haryana.gov.in/>. In case bidder does not enroll on this portal, then technical bid of the bidder will be rejected.
- G) Experience certificate/completion certificate uploaded by agency/contractor/society, must be signed by Executive Engineer or Engineer in charge.

2. **Key Dates:**

Job no.	Name of Work	Estimated (Cost in Lacs)	Bid Document cost + Processing Fee (in Rs.)	EMD to be deposited by societies/contractor	Time limit for completion of work
2168 D'Plan	Installation of Solar Power Plant 5 KW in Govt. Sr. Sec. School in Rathdhana MC Sonapat.	5.00	Rs. 500/- + Rs. 1180/- = Rs. 1680/-	5,000/10,000	1 month

- 3. Bid documents can be downloaded online from the portal <https://etenders.hry.nic.in> by the Agencies/ Contractor/ L&C (Societies) registered on the Portal. The bids to be submitted online are required to be digitally signed, the bidders are therefore advised to obtain Digital Signature at the earliest. For further details, terms and conditions please visit the website <https://etenders.hry.nic.in>.
- 4. The details of the Bid Document Cost / EMD are required to be uploaded at the time of Online Submission, the Bidders are therefore required to keep the scanned copies of prequalification and other documents of the above mentioned documents ready.
- 5. The tender shall be submitted online by the tenderer in the following three separate covers online:-
 - a. Fee: Scanned copy of Bid Document Cost / EMD.
 - b. Prequal /Technical: The cover shall contain scanned copies of the prequalification documents, technical parameter / technical bid
 - c. Financial: This cover contains contract schedule of rates (BOQ) to be submitted online by the bidder.

Note 1: The Municipal Corporation has the right to verify the authentication of the documents submitted by the bidder online as well as physically.

Note 2:- The price bids are to be submitted mandatory online.

- 6. **Opening of Bid:-** In the first instance, the cover of all the Bidders containing the Bid Document Cost / EMD shall be opened online as well as physically. If the Bid Document Cost / EMD is found proper and in order then the cover containing prequalification / Technical Bid shall be opened. The Financial cover shall be opened only of those tenderers who meet the Pre- Qualification / Technical Bid criteria as per these Bid documents. The date of opening of Financial Bid shall be fixed after the opening of Prequalification / Technical Bid.
- 7. The contractual agencies should submit their tender documents online strictly as per schedule dates..

8. In case bid is submitted by a bidder online and technical bid, earnest money deposit or other documents as required as per the bid documents.
9. In case, the day of opening of tenders happens to be holiday, the tenders will be opened on the next working day. The time and place of receipt of tenders and other conditions will remain unchanged.
10. The L & C societies shall produce an attested copy of the resolution of the Co-Operative department for submission of online bids in the e-tendering system.
11. The tender of the bidder who does not satisfy the qualification criteria in the bid documents are liable to be rejected summarily without assigning any reason and no claim whatsoever on this account will be considered.
12. If any tenderer, modifies or withdraws his tender subsequent to submitting it to the Municipal Corporation while on one hand he is liable to be blacklisted, on the other hand his earnest money shall be forfeited without prejudice to other rights and remedies available to the MC.
13. The approval of the acceptance of tender will rest with the concerned competent authority who does not bind himself to accept the lowest tender and reserves to himself the authority to reject any or all of tenders received without the assignment of any reason.
14. Sales / works Tax, Income Tax, Labour cess or any other tax will be deducted from the bills of contractor as per the instructions of the Govt.
15. In case the rates received in financial bids received on lower side then additional performance security shall have to be deposited in the following manner:-

For below tender value-0.5% for each 1% below of tender value upto 10% below rates and 1% for each 1% below rates more than 10% below rates. i.e. Performance security will be released after satisfactory completion of work.

CONDITIONS OF E-TENDERING
Instruction to Contractor for E-Tendering

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

1. Registration of contractors on E-tendering Portal:-

All the Contractors intending to participate in the tenders processed online, are required to get registered on the Electronic Tendering System on the Portal <https://etenders.hry.nic.in>

2. Obtaining a Digital Certificate:

2.1 The Bids submitted online are required to be signed electronically with a Digital Certificate to establish the identity of the bidder online. These Digital Certificates are issued by an Approved Certifying Authority, by the Controller of Certifying Authorities, Government of India .

2.2 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 /lawful authorization to that User. The firm has to authorize a specific individual through an authorization certificate signed by all partners to use the digital certificate as per Indian Information Technology Act 2000. Unless the certificates are revoked, it will be assumed to represent adequate authority of the user to bid on behalf of the firm in Municipal Corporation tenders as per Information Technology Act 2000. The digital signature of this authorized user will be binding on the firm.

2.3 In case of any change in the authorization, it shall be the responsibility of management partners of the firm to inform the certifying authority about the change and to obtain the digital signatures of the new person / user on behalf of the firm / company. The procedure for application of a digital certificate however will remain the same for the new user.

2.4 The same procedure holds true for the authorized users in a private/Public limited company or L&C Society. In this case, the authorization certificate will have to be signed by the directors of the company.

3. Set up of machine:

In order to operate on the electronic tender management system, the user's machine is required to be set up. A help file on setting up of the system can be downloaded from the home page of the website - <https://etenders.hry.nic.in>

4. Online Viewing of Detailed Notice Inviting Tenders:

The contractors can view the detailed N.I.T and the time schedule (Key Dates) for all the tenders floated through the electronic tendering system on the e-tenders website <https://etenders.hry.nic.in>

5. Download of Tender Documents:

The tender documents can be downloaded by the registered user from the Electronic Tendering System through the Portal <https://etenders.hry.nic.in> .

6. Key Dates:

The contractors are strictly advised to follow dates and times as indicated in the Notice Inviting Tenders. The date and time will be binding on all contractors. All online activities are time tracked and the system enforces time locks that ensure that no activity or transaction can take

place outside the start and end dates and the time of the stage as defined in the Notice Inviting Tenders.

7 Bid Preparation (Technical & Financial) and Submission of Bids online:-

Note 1: Municipal Corporation has the right to verify the authentication of the documents submitted by the bidder online as well as physically.

Note 2:- The price bids are to be submitted mandatory online.

8 Submission of actual online bids:

Contactors have to submit their bids online and upload the relevant documents. The process is required to be completed within the date and time as stated in the Notice Inviting Tenders (Key Dates). The electronic bids of only those contactors who have submitted their bid within the stipulated time, as per the tender time schedule (Key Dates), will be accepted by the system. A contractor who does not submit his bid within the stipulated time will not be allowed to submit his bid by the E-Tendering System.

Note:- Bidders participating in e-tendering shall check the validity of his/her Digital Signature Certificate before bidding in the Tenders floated online at e-tendering website <https://etenders.hry.nic.in>.

.....MUNICIPALITY

Percentage Rate Tender & Contract for Works

GENERAL RULES & DIRECTION FOR THE GUIDANCE OF CONTRACTORS

1. All works proposed for execution by contract shall be notified in the form of an invitation tender pasted on a board hung up in the office of, and signed by, the Municipal Engineer.

2. This form shall the work to be carried out, as well as the dates for submitting and opening tenders, and the time allowed for carrying out the work also the amount of earnest money to be deposited with the tender, and the amount of the security deposit to be deposited by the successful tenderer & the percentage, if any, to be deducted from bills,

Estimated rates

Copies of the specifications, designs and drawings and _____ and any other

Scheduled rates

documents required in connection with the work, signed for the purpose of Identification by the Municipal Engineer, shall also be open for inspection by the contractor at the office at the Municipal Engineer, during office hours.

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

4. Receipts for payment made on account of a work, when executed by a firm, shall also be signed by the several partners, except where the contractors, are described in their tender as a firm in which case the receipts shall be signed in the name of the firm, by one of the partners, or by some other person having authority to give effectual receipts for the firm.

5. Any person who submits a tender shall fill up the useful printed form stating at how much percent above or below the rates specified in the notice calling for tender he is willing to undertake the work. Only one rate of percentage more or less on all the estimated Rates rates _____ shall be named, tenders, which purpose any alteration in the work, Schedule Rates specified in the said form of invitation to tender, or in the time allowed carrying out the work or which contain any other conditions 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 work to which they refer written outside the envelope.

6. The Municipal Engineer or his duly authorized assistant will open tenders in the presence of any intending contractors who may be present at the time & shall enter the amounts of the several tenders in a Comparative Statements in a suitable form. In the event of a tender being accepted, a receipt for the earnest money, forwarded therewith shall thereupon be given to the contractor who shall thereupon, for the purpose of identification sign copies of the specification and other documents mentioned in the notice calling for tenders. In the event of a tender being rejected, the earnest money forwarded with such unaccepted tenders shall thereupon be returned to the contractor making the same.

7. The Municipal Engineer shall have the right of rejecting all or any of the tenders.

8. The receipt of an accountant or clerk for any money paid by the contractor shall not be considered as any

acknowledgement of payment to the Municipal Engineer, and the contractors shall be responsible for seeing that he Procures a receipt signed by the Municipal Engineer.

9.The Memorandum of work tender, for and the memorandum of materials to be supplied by the Municipal works Department and their issue rates shall be filled in and completed in the office of the Municipal Engineer, before the tender form is issued. If a form is issued to an indenting tender without having being so filled in and completed the tenderer shall request the office to have this done before he completes.

TENDER FOR WORK

I/We hereby tender for the execution for the Municipal Committee of of the work specified in the underwritten memorandum within the time specified in such memorandum at present below/above the rates entered in the mentioned in rule I and in accordance in all schedule of rates respects with the specifications, designs, drawings and instructions in working referred to in the notice calling for tenders an in clause II of the annexed conditions and with such materials as are provided for by, and in air other respects in accordance with, such conditions so far as applicable

MEMORANDUM

(a) If several sub-	(a) General description	
works are included	(b) Estimated cost	Rs.
they should be	(c) Earnest money	Rs.
detailed in separate	(d) Security deposit (including earnest money)	Rs.
list	(e) Percentage if any, to be deducted from bills	Rs.

Time allowed for the work from the date of written order to commence months. Give particulars & should this tender be accepted I/We hereby agree to abide by, and fulfill all the numbers.or, in deposit thereof to forfeit any pay to the Municipality or its successors the sums of money mentioned in the said conditions. The sum of Rs is herewith forwarded in currency notes as earnest money, the full value of which is to be absolutely forfeited to the said municipality or its successors in office, without prejudice to any other rights or remedies of the said successors in office, should I/we fail to commence the work specified in the above memorandum (a) should I/we not deposit the full amount of security deposit Strike out (a) if no specified in the above memorandum, in accordance with the clause I (a) of the conditions cashsecuritydepo- of contract, otherwise they said sum of Rs shall be retained by the site is to be taken Municipal Committee as on account of such security deposit as aforesaid, or (b) the full value of which shall be retained by the Municipality on account of the security deposit specified in clause I (B) of the conditions of contract.

Strike out (b) if Dated theday.....
any cash security
deposit is to be Witness

taken

Signature of the Address

contractor before

submission of tender Occupation

Signature of with- The tender is hereby accepted by me on behalf of the Municipal

Committee nessto contractor's of

signature

.....
Dated the day of.....

CONDITIONS OF CONTRACT

Clause 1—The person whose tender may be accepted (hereinafter called the contractor Shall, (A) within ten days of the receipt by him of the notification of the acceptance of the tender with the with the Municipal Engineer in cash or Government securities endorsed to the Municipal Engineer if deposited for more than 12 months a sum sufficient with the amount of the earnest deposited by him with his tender to make up the full security deposited specified by him) amount to ten percent of all money so payable such deductions to be held by the Municipal Committee by way of security deposit. All compensation or other sums of money payable by the contractor to the Municipal Committee under the terms of his contract may be deducted from or paid by the sale of a sufficient part of his security deposit or from the interest arising there from, or from any sums which may be due or may become due to the contractor by the Municipal Committee on any account whatsoever and in the event of his security deposit being reduced by reason of any such deduction or sale as aforesaid, the contractor shall, within ten days thereafter make good in cash or Government securities endorsed as aforesaid any sum or sums which may have been deducted from or raised by sale of his security deposit or. any part thereof.

Clause 2—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 the order to commence work is given to the contractor. The work shall throughout the stipulated period of the contract be proceeded with all the diligence (time being deemed to be of the essence of the contractor on the part of the contractor) and the contractor shall pay as compensation an amount equal to one percent or such smaller amount as the Municipal Committee (where decision is writing shall be final) may decide, the amount of the claim and cost of whole work as shown by the tender for every day that the work remain uncompleted, or unfinished, after the proper dates. And further, to ensure good progress during the execution of the work, the contractor shall be bound in all cases in which the time allowed for any work exceeds one month, to complete one fourth of the whole of the work before one fourth of the whole time allowed under the contract has elapsed one half of the work, before one-half of such time has elapsed, and three fourths of the work, before three fourths of such time has elapsed in the event of the contractor failing to comply, with this condition he shall be liable to pay as compensation an amount equal to one percent or such smaller amount as the Municipal Committee (whose decision in writing shall be final) may decide on the said estimated cost of whole work for everyday that the due quantity of the work remain incomplete. Provided always that the entry amount of compensation to be paid under the provisions of this clause shall not exceed ten percent on the estimated *cost of the work as shown in the tender.

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

- (a) To rescind the contract of which rescission notice in writing to the contractor under the hand of the Municipal 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 the Municipal Committee.
- (b) To employ labour paid by the Municipal works Department and to supply materials to carry out the work or any part of the work debiting the contractor with the cost of the labour and the price of the materials as to the amount of which cost and a price a certificate of the Municipal 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 the same rates as if it had been carried out by the contractor under the terms of his contract, the certificate of the Municipal Engineer as to the value of the work done shall be final conclusive against the contractor.
- (c) To measure up the work of the contractor and to take such part thereof as shall be unexecuted out of his hands and to give it to another contractor or complete in which case any expenses

which may be incurred in excess of the sum which would have been paid to the original contractor if the whole work had been executed by him (as to the amount of which excess he certificate in writing of the Municipal 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 the Municipal Committee under the contract or otherwise or from his security deposit or the proceeds of sale thereof, or a sufficient part thereof.

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

Clause 4—In any case in which any of the powers conferred upon the Municipal Engineer by clause 3 thereof, shall have become exercisable and the same or not exercised the non exercise thereof, shall not constitute waiver of any of the condition hereof and such power shall, notwithstanding, be exercise able in the event of any future case of default by the contractor for which by any clause or clauses hereof he is declared liable to pay compensation amounting to the whole of security deposit, and liability of the contractor for past and future compensation shall remain unaffected. In the event of the Municipal Engineer 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, plant, materials and stores, in or upon the work or the site thereof or belonging to the contractor or procured by him and intending to be used for the execution of the work of and part thereof, paying or allowing for the same in account of the contractor rates or in case of these not being applicable, at current market rates to be certified by the Municipal Engineer whose certificate, thereof shall be final, otherwise the Municipal Engineer may, by notice in writing to the contractor or his clerk, of the works four man or other authorized agent require him to remove such tools, plant, materials 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 Municipal 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 Municipal Engineer as to the expense of any such removal, and the amount of the proceeds and expense of any sale, shall be final and conclusive against the contractors.

Clause 5—If the contractor shall desire an extension of the time for completion of the work on the grounds of his having been unavoidably hindered in its execution or any other ground, he shall apply in writing to the Municipal Engineer within 30 days from the date of the hinderance on account of which he desire such extension aforesaid and the Municipal Engineer shall, if in his opinion (which shall be final) reasonable grounds be shown therefore, authorize such extension of time, if any, as may, in his opinion be necessary or proper.

Clause 6—On completion of the work, the contractor shall be furnished with a certificate by the Municipal Engineer of such completion but no such certificate shall be given nor shall the work be considered to be completed until the contractor shall have removed from the premises on which work has been executed all scaffolding surplus materials and rubbish, and cleaned of the dirt from all wood work, doors, windows, walls, floor or other part to any building in, upon on about which the works is to be executed, or of which he may have had possession for the purpose or execution thereof, or until the work shall have been measured by the Municipal Engineer or his subordinate in-charge of the work, whose measurements 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 of dirt on before the date fixed for the completion of the work the Municipal Engineer may at the expense of the contractor remove such scaffolding surplus materials and rubbish and dispose of the same as he think fit and clean of 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 of surplus materials as aforesaid except for any sum actually realized by the sale thereof.

Clause 7—No payment shall be made for work estimated to cost less than rupees one thousand till after the whole of the work shall have been completed and certificate of completion given. But in the case of the work estimated to cost more than rupees one thousand, the contractor shall on submitting the bill there of be entitled to receive monthly payment proportionate to the part thereof than approved and passed by the Municipal Engineer whose certificate of such approved 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 the reconstructed, or re erected or by considered as an admission of the due performance of

the contract, or any part thereof in any respect, or the occurring of any claim, not shall it conclude, determine or affect in any way the power of the Municipal Engineer under these conditions or any them as to the final settlement and adjustment of the accounts or otherwise or any other way very or affect the contract. The final bill shall be submitted by the contractor within one month from the date fixed for completion of the work otherwise the Municipal Engineer's certificate of the measurement and of the total amount payable for the work accordingly shall be final and binding on all parties.

Clause 8— A bill shall be submitted by the contractor each month on or before the date fixed by the Municipal Engineer for all work executed in the previous month and the Municipal Engineer shall or take cause to be taken the requisite, measurements for the purpose of having the same verified and the claim, so far as admissible adjusted if possible, before the expiry of ten days from the presentation of the bill. If the contractor does not submit the bill within time fixed as aforesaid, the Municipal Engineer may dispute a subordinate to measure up the said work in the presence of the contractor whose counter-signature of the measurement list will be sufficient warrant, and the Municipal Engineer 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 oriented forms to be had on application at the office of the Municipal Engineer and the charges in the bills shall always be entered at the rates specified in the tender, or in the case of any extra work ordered in presence of these conditions and not mentioned or provided for in the tender, at the rates hereinafter provided for such work.

Clause 10-4 the specification or estimate of the work provided for the use of any special description of the materials to be supplied from the Municipal Engineer's store or if it is required that the contractor shall use certain stores to be provided by the Municipal Engineer (such materials and store, "and the price to be charged therefore as hereinafter mentioned being so 'far as practice able, for the convenience of the contractor, but not so as in any way to control the meaning or effect of this contract, specified in the schedule or memorandum hereto annexed), the contractor shall be supplied with the materials and stores as 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 or otherwise under the contractor against, or from the security deposit or the proceeds of sale thereof, if the same is held in Govt. securities, the same or a sufficient position thereof being in this case sold for the purpose. All materials supplied to the contractor shall remain the absolute property of the Municipal Committee and shall not on any account to be removed from the site of work & shall at all time be open the inspection by the Municipal Engineer. Any such materials unused and in perfectly good condition at the time of the completion or determination of the contractor shall be returned to the Municipal Engineer's store, if by notice in writing under his hand he shall so require but the contractor shall not be entitled to be returned any such materials with such consent, and shall have no claim for compensation on account of any such materials so supplied to him aforesaid being unused by him, or for any wastage in or damage to any such materials.

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

Clause 12—The Municipal Engineer shall have power to make any alterations in omissions forms, that may appear to him to be necessary or advisable during the progress of the work and the contractor shall be bound to carry out the work in accordance with any instructions which may be given to him in writing signed by the Municipal Engineer and such alterations omission addition or substitution shall not invalidate the contract and any altered, additional or substituted work which the contractor may be directed to do in the manner above specified as part of the work shall be carried out by the contractor on the same conditions in all respects in 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 completion of the work shall be extended in the proportion that the altered additional of substituted work bears to the original contract work and the certificate of the Municipal Engineer shall be conclusive as to such proportion, and if the altered additional of substituted work includes any class of work for which no rate is specified in this contract then such class of work shall be carried out at the rate entered in the scheduled of rates of Municipality subject to the same percentage above or below as for the items included in the contract, and if such class of work is not entered in the schedule of rates of the Municipality then the contractor shall, within seven days of the date of his receipt of the order to carry out of the work, inform the Municipal Engineer of the rate which it is his intention to charge for such class of work, and if the Municipal Engineer does not agree to this rate he shall by notice in writing be at liability to cancel his order to carry out in 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 hereto before the rates shall have been determined as lastly hereinafter mentioned then and in such case he shall only be entitled to be paid in respect of the work carried out or expenditure incurred by him prior to the date of the determination of the rate aforesaid according to such rates as shall be fixed by the Municipal Engineer. In the event of a dispute, the decision of the Deputy Commissioner of the district shall be final.

Clause 13—If at any time after the commencement of the work the Municipal Committee shall for any reason whatsoever not require the whole thereof as specified in the tender to be carried out, the Municipal Engineer 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, but which he did not derive in consequence of the full amount of the work not having been carried out -neither shall he have and claim for compensation by reason of any alterations having been made in the original specification drawings designs and instructions which shall involve any curtailment to the work as originally contemplated.

Clause 14--If it shall appear to the Municipal Engineer or his subordinate in charge of the work that any work- has been executed with unsound imperfect, or unskillful workmanship or with materials of any inferior description, or that any materials or articles provided by him for the execution of the work are unsound or of a quality inferior to that contracted for, or otherwise not in accordance with the contract, or the contractor shall on demand in writing from the Municipal Engineer specifying the work, materials or articles complained of notwithstanding that the same may have been inadvertently passed certified and paid for forthwith certify, or remove and re-construct 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 & suitable materials or articles at his own proper charge and cost and, in the event of his failing to do so within the period so specified by the Municipal Engineer in his demand aforesaid then the contractor shall be liable to pay compensation at the rate of one percent on the amount of the estimate for every day not exceeding ten days. while failure to do so shall continue, & in the case of any such failure the Municipal Engineer may certify or remove and re-execute the work or remove and replace with other, the materials or articles complained of, as the case may be at the risk and expense in all respects of the contractor.

Clause 15—All work under or in course of execution or executed in pursuance of the contract shall at all time be open to the inspection and supervision of the Municipal Engineer and his subordinates, & 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 Municipal Engineer or his subordinate to visit the works shall have been given to the contractor either himself be present to receive orders and instructions or have a responsible agent duly accredited in writing present for the purpose. Order given to the contractor's agent shall be considered to have the same force as if they had been given to the contractor himself.

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

Clause 17—If the contractor or his work people or servant shall break, deface, injure, damage or destroy any part of building in which they may be working or any building road enclosure or grass land, or 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 whatsoever or any imperfections become apparent in it within six months after a certificate final or other of its completion shall have been given by the Municipal Engineer as aforesaid, the contractor shall make good at his own expense or in default, the Municipal Engineer may cause the same to be made good by other workmen & deduct the expense (of which the certificate of the Municipal Engineer 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, or the proceeds of sale thereof, or a sufficient portion thereof.

Clause 18—The contractor shall supply at his own cost all materials (except such special materials, if any, as may in accordance with the contract be supplied from the Municipal Engineer's stores) plant, tools appliances, implements ladders cordage tackle scaffolding and temporary works requisite for proper execution of the work whether original, altered or substituted, and whether included in the specifications or other document forming part of the contract or referred to in these conditions or not, or which may be necessary for the purpose of satisfying or complying with the requirements of the Municipal Engineer as to any matter. as to which under these conditions he is entitled to be satisfied or which he is entitled to require together with carriage therefore to and from the work. The contractor shall also supply without charge the requisite number of persons with the means and materials, necessary for the purpose of setting out works and controlling weighting 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

preyed by the Municipal Engineer at the expense of the contractor and expense may be deduction from any money due to the contractor under the contract or from his security deposit or the proceeds of sale thereof or of a sufficient portion thereof. The contractor shall also provided all necessary fencing and lights required protect the public from accident and shall be bound to bear the expenses of defence of every suit action or other proceeding at law that may be brought by any person for injury sustained owing to neglect of the precaution, and to pay any damages and costs which may be awarded in any such suit action or proceedings to any such persons or which may with the cost of the contractor be paid to compromise any claim by any such person.

Clause 19—No work shall be done on Sundays without the sanction in writing of the Municipal Engineer.

Clause 20—The contractor shall not be assigned on subject without the written approval of the Municipal Engineer, & if the contractor shall assign or subject his contract to attempt so to do, or becomes the insolvent or commence any insolvency proceeding or make any composition with his creditors attempts so to do or if any bridge gratuity gift loan requisite reward made of advantage pecuniary or otherwise shall either directly or indirectly be given, promised or offered by the contractors, or any of his servants or agent to any officers or persons in the employ of the committee in any way relating to his office or employment, or if any such officer or person shall become in any way directly or indirectly interested in the contract, the Municipal Engineer may thereupon be notice in writing rescinded the contract and the security deposit of the contractor shall thereupon stand forfeited & be absolutely at the disposal of the committee and the same consequence shall ensue as if the contract had been rescinded under clause 3 thereof and in addition the contractor shall not be entitled to recover or paid

Clause 21—All sums payable by way of compensation under any of these conditions shall be considered as reasonable compensation to be applied to use of the committee without reference to the actual loss damage sustained, and whether or not any damage shall have been sustained.

Clause 22—In the case of a tenderer any charges in the constitution of the firm shall be forthwith notified by the contractor to the Municipal Engineer for his information.

Clause 23—All works to be executed under the contract shall be executed under the direction and subject to the approval in respects of the Municipal Engineer for the time being who shall be entitled to direct at what point or points and in what manner they are to be commenced and from time to time carried on.

Clause 23A—No claim for payment of an extraordinary nature such as claims for a bonus, for extra labour employed in completing the work before the expiry of the contractual period at the request of the Municipal Engineer or claims for compensation where work has been temporarily brought to a standstill through no fault of the contractor shall be allowed unless and to the extent that the same shall have expressly sanctioned by the Municipal Committee.

Clause 24—If any question, difference or objection whatsoever shall arise in any way connected with or arising out of this instrument or the meaning or operation of any part thereof or the rights duties or liabilities of either party then save in so far as the decision of any such matter is hereinafter provided for and has been so decided, every such matter including whether its decision has been otherwise provided for and/or whether it has been finally decided accordingly or whether the contract should be terminated or has been rightly terminated and as regards the rights and obligation of the parties as the result of such termination shall be referred for arbitration to the Superintending Engineer of the circle of Building & Roads Branch of the Public Works Department concerned for the time being and his decision shall be final and binding and where the matter involves a claim for or the payment or recovery of deduction of money, only the amount if any awarded in such arbitration shall be recoverable in respect of the matter so referred.

Clause 25—The contractor shall obtain from the stores of the Municipal Engineer all stores and articles of European or American manufacture which may be required of the work or any part thereof **or in making up articles required therefore or in connection therewith unless he has obtained permission in writing from the Municipal Engineer to obtain such stores** and articles elsewhere. The value of such stores and articles as may be supplied to the contractor by the Municipal Engineer shall be debited to the contractor in his accounts at the rates shown in the schedule attached to the contract and they are not entered in the schedule, they shall be debited at cost price, which for the purpose of this contract shall include the cost cartage and other expenses whatsoever which shall have been incurred in obtaining delivery of the same at the stores aforesaid.

Clause 26—When the estimate on which a tender is made includes lump sums in respect of parts of the work the contractor shall be entitled to payment in respect of the items of work involved or part of the work in question at the same rates as are payable under this contract for such items, or if the part of the work in question is not, in the

opinion of the Municipal Engineer capable of measurements the Municipal Engineer may at his discretion pay the lump sum amount entered in the estimate and the certificate in writing of the Municipal Engineer 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 27—In the case of any class of work for which there is no such specification as is mentioned in the notice calling for tenders such work shall be carried out in accordance with the Municipal specification and in the event of there being no Municipal specification then in such case the work shall be carried out in all respects in accordance with the instructions and requirements of the Municipal Engineer.

Clause 28—The expression 'works' or 'work' where used in these conditions shall unless there is something either in the subject or context repugnant to such construction, be construed and taken to mean the works by or virtue of the contract to be executed whether temporary permanent and whether original altered, substituted or additional.

Clause 29—The Municipal Engineer shall not exercise any power conferred upon him these conditions as against the contractor except with the approval of the authority which accepted the tender.

Clause 30—The terms and conditions of the agreement have been explained to me/ us and I/we certify I/we clearly understand them.

CONTRACTS LABOUR REGULATIONS

1. **Short titles:** These regulations may be called Haryana (1) Public Works Department Contractors Labour Regulations.
2. **Definitions** in these regulations unless otherwise expressed or indicated the following words and expression shall have the meaning given herein against them respectively that is to say.
 - a) "Labour" means workers employed by the contractor directly or indirectly through sub contractor or other person or by an agent on his behalf.
 - b) Fair wages means wages whether for time or piece work notified at the time of submitting tender of the work and where such wages have not been so notified the wages prescribed by the Haryana Public Works Department for the district in which the work is done.
 - c) "Contractors" shall include every person whether a sub-contractor or headmen or agent employing labour on the work taken on contract.
 - d) "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 notice regarding wages etc.** The contractor shall before he commences his work on contract display and correctly maintain and continue to display and correctly maintain in a clean and legible condition in conspicuous place on the work notice in English and in the local Indian language spoken by the majority of the workers giving the fair wages notified or prescribed by the Haryana Public Works Department and the hours of work for which such wages are earned.
4. **Payment of wages (1)** Wages due to every worker shall be paid to him direct, **(2)** all wages shall be paid in current coin or currency or in both.

FIXATION OF WAGES PERIODS:

- 5
 - (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 wage period in respect of which the wage 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 day of expiry of the month in which his employment is terminated.
 - (v) All the payment of wages shall be made on working day.
6. **Wages book and wages slip etc.**
 - [1] The contractor shall maintain a wage book of each worker in such form as may be convenient but this shall include the following particulars.

- (a) Rate of daily or monthly wages or contract wages.
 - (b) name of work on which employed.
 - (c) Nature of work on which employed.
- (d) Total number of days worked during each wage period and total amount payable for the work during wage period.
- (e) All deduction made from the wages with an indication in each case of the ground for which the deduction is made.
 - (f) Wages actually paid for each wage period.
- [2] The contractor shall also maintain a wage slip for each worker employed on the work.
- [3] The authority competent to accept the contract may grant an exemption from the maintenance of Wage Book and Slip to a contractor who in his opinion may not directly or indirectly employ more than 50 persons on the work.
7. [1] Fines and deductions which may be made from the wages of a worker shall be paid to him without any deduction of any kind except the following.
- a) Fines.
 - b) Deductions for absence from duty i.e. from the place or places where by the term of his employment he is required to work. The amount of deduction shall be proportion to the period for which he was absent.
 - c) Deduction for damage to or loss of goods expressly entrusted to the employed person for custody or for less or more for which he is required to account where such damage or loss is directly attributable to his neglect or default.
 - d) Any other deduction which Municipal Corporation Sonapat may from, time to time allow.
- [2] No fine shall be imposed on a worker and no deduction for damage shall made be from his wages until the worker has been given an opportunity or showing causes against such fines or deductions.
- [3] The total amount or fines which may be imposed in any one wage period on a worker shall not exceed an amount equal to five paisa in a rupee of the wage payable to him in respect of that wages period.
- [4] No fine imposed on a worker shall be recovered from him installment or after expiry of 60 days from the date on which it was imposed.
8. **Register of fines act-8 [1]** The contractor shall maintain a register of fines and of all deductions for damage or loss. Such register shall mention the reason for which fine was imposed or deductions for damage or loss, which was made.
- [2]** The contractor shall maintain a list in English and local Indian Language clearly defining acts and omissions for which penalty or fine can be imposed. He shall display such list and maintain it in a clear and legible condition at conspicuous place on the work.
- 9 **Preservation of Books –** The wage book, the slip and the register of fine deductions required to be maintained under the regulation shall be preserved for 12 months after the date of last entry made in them.
- 10 **Powers of Labour Welfare Officer to make investigation or Enquiry –** The Labour Welfare Office or any other person authorized by the Municipal Corporation Sonapat on their behalf shall have power to make

enquiry with a view to ascertaining and enforcing due and proper observances of the wage clause & the provisions of these regulations. He shall investigate into any complaint regarding the default made by contractor – sub contractor in regard to such provision.

11 **Report of labour welfare officer.** The Labour Welfare Officer or any other person authorized as aforesaid shall submit a report of the result of his investigation or enquiry to the Executive Engineer/Municipal Engineer concerned indicating the extent if any to which the default has been .

12 committed and the amount of fine recoverable in respect of the acts of omission of the labourers with a note that necessary deduction from the contractors bill be made and wages of the other dues be paid to the labourers concerned.

13 **Appeal against the decision of Labour Welfare Officer** – Any person aggrieved by the decision and recommendation of the labour welfare officer or other person so authorized may appeal, against such decision to the Labour commissioner but subject to such appeal, the decision of the officer shall be final and binding upon the contractor.

14 No party shall be allowed to be represented by a lawyer during any investigation or enquiry appeal or any other proceedings under these regulations.

15 **Inspection of Register** – The contractor shall allow inspection of the wages book and wages slip to any of his workers or to his agent at a convenient time and place after due notice received or the labour welfare officer or any other person authorized by the Municipal Corporation Sonapat on his behalf.

16 **Submission of return** – The contractor shall maintain and submit periodical return as may be specified from time to time.

17 **Amendment** – The Municipal Corporation Sonapat from time to time add or amend these regulations and or any question as to the application, interpretation or effect of these regulation the decision of the Labour Commissioner to Haryana Government or any other person authorized by the Municipal Corporation Sonapat in that behalf shall be final.

18 The contractor shall be responsible to provide to the entire satisfaction of the Municipal Corporation at his own expenses the following amenities for the labour employed by him.

a) Suitable temporary hutting accommodation.

b) Trench Latrin, bathing enclosure, platforms, separately for men and women with regular clear Drinking Water.

In the event of his failure to provide any or all the amenities, the same shall be provided by the Municipal Corporation Sonapat and cost thereof shall be recovered from the contractor. Any dispute regarding above point shall be settled by the Municipal Corporation and his decision shall be final.

19. The contractor shall be responsible to pay any tax / Labour welfare funds /etc. to concerned department which shall be applicable to the work. By any Act /Rule of state / Centre Govt. inserted /Amended from time to time.

FAIR WAGES CLAUSES

(a) The contractor shall pay not less than fair wage to labour engaged by him on the work.

Explanation:

Fair wage means wage whether for time or piece work notified at the time of inviting tenders of the work and where such wages have not been so notified, the wage prescribed by the Public Works Deptt., Building and road branch, Haryana for the district, in which the work is done.

- (b) The contractor shall, notwithstanding the provisions of any agreement to the contrary, caused to be paid fair wages to labours, indirectly engaged on the work including any labour engaged by his sub contractors in connection with the said work, as if the labourers had been directly employed by him.
- (c) In respect of labour directly employed on the works for the performances of the contractor's part of this agreement the contract shall comply with or cause to be complied with the Public Works Deptt. Contractors' Labours Regulations made by Government from time to time in regard to payment of wages period, deductions from wages, recovery of wages not paid and deductions unauthorized made, maintenance of wage register, wage slip, publication of wages and other terms of employment inspection and submission of periodical returns and all other matters of such like nature.
- (d) The Executive Engineer or Municipal Engineer concerned shall have the right to deduct, from the money due to the contractor, any some required or estimated to be required for making good the loss suffered by a worker or workers by reason of non-fulfillment of the conditions of the contract for benefit of the workers, non-payment of wages or deductions made from his or their wages which are not justified by the terms of the contract or for non-observance of the regulation is referred to in clause (c) above).
- (e) Vis-à-vis the Municipal Corporation Sonapat, 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 aforesaid shall be deemed to be a part of this contract and any breach thereof shall be deemed to be a breach of this contract.
- (g) Attendance card should invariably be issued by the contractors to their workers, which should be returned to the contractors concerned at the time of receiving payment of their wages.
- (h) Before making payment to the contractors, the authorities concerned should obtain a certificate from the contractor that he has made payment to all workers connected with the execution of the work, for which the payment is being made.
- (i) The normal working hours of workers employed by contractors for the execution of work allotted to them should be 8 hours per day with a break of 2 hours during summer, one hour during winter after continuous work of 4 hours at the most. The spread over should in no case exceed 10 hours, workers working beyond these hours, should be paid over time wages, at the double the ordinary rate of their wages, calculated by the hour.

AFFIDAVIT

I _____ S/o Sh. _____ resident of _____
_____ Section _____ Distt. _____ contractor / partner / share
holders (strike out the which is not applicable) (firm or contractor) do hereby solemnly declare as under:-

1. That the person / firms black listed by MUNICIPAL CORPORATION SONEPAT / Haryana Govt. / Govt. of India from time to time never had any connection and interest in my business.
2. That the above said contractor / persons / firms do not have any substituting in my business and
3. That the said persons / firms are not employee of my firm and are not in any way connected with my business.
4. That the said person / firms has submitted his bid online in the respective envelopes.

DEPONENT

WITNESS

DATED:

I do hereby solemnly declare and affirm that the above declaration is true and correct to the best of my knowledge and belief. No part of it is false and nothing has been concealed and I shall be held responsible if found not abide by the above mentioned items for the tender or the tender document of this work.

DEPONENT

WITNESS

DATED

QUALITY CONTROL

1. a) Identity defects :-The Engineer-in-charge shall check the contractor's work and notify the contractor any defects that are found. Such checking shall not relieve the contractor/contractors responsibility/responsibilities. The Engineer in-charge may instruct the contractor to search for defect and to uncover and test any work that the Engineer-in-charge or his authorized representative considers may have a defect.
- b) Correction of defects:-The Engineer-in-charge shall give notice to the contractor of any defects before the end of defects liability period/maintenance period which begins at completion as per definition. The defect liability period/maintenance shall be extended as long as defects remain to be corrected. Every time notice of a defect is given the contractor shall correct the notified defect within the limit specified by the Engineer-in-charge's notice. If the contractor has not corrected a defect within the time specified in Engineer-in-charge's notice, the Engineer-in-charge will assess the cost of having the defect corrected and the contractor will pay the amount. If the amount of defect corrected is more than that security or any amount with held by committee , then the recovery will be made from the payment of other works of concerned Agency / Contractor and the decision regarding recovery of amount by Executive Engineer / Municipal Engineer will be final.
- c) The contractor shall have to provide a field equipped at work site and at hot mix plant for conducting all the relevant tests mentioned in the MORT&H specification subject to the approval of the Engineer-in-charge or his representative. The record of such tests is to be maintained in proper register duly signed by the contractor or his representative, which will become the property of Deptt. the contractor will bear all the running expenses for conducting such tests. All the tests will be carried in the presence of Engineer-in-charge or his authorized representative. All the entries to be signed by the contractor and such authorized representative of Engineer-in-charge.
2. The quality control tests will be got done by department and the material for such tests will be supplied by the contractor free of cost. In case the material is not found up to the requirement, the same will be rejected. Cost of such tests will also be borne by contractor.
3. Various quality control operation will be maintained as per clause No. 901, 902, 903 of MORT&H (Road wing) Specification (IVth revision) of 2001/late of edition.
4. Contractor shall provide suitable measuring arrangement and leveling instruments of latest quality approved by Engineer-in-charge at the site of work.
5. Now extra payment on account of quality control measures shall be paid to the \contractor.
6. The Engineer-in-charge at his discretion can get any type and Nos. of tests carried out from any other approved laboratory for his satisfaction for which all the expenses incurred would be borne by the agency. The results so obtained from the laboratory would be acceptable/binding to the agency.
7. The riding quality of each and every reach will be strictly as per specifications.
8. Work will also be open to third party inspection also.

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.
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. 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.
8. 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.
9. The Executive Engineer/Municipal Engineer reserves the right to get the damages set right from the contractor at his cost to his satisfaction.

10. The contractor shall maintain in good condition all work executed till the completion of the entire work allotted to the contractor.
11. 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.
12. 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 Executive Engineer/ Municipal Engineer.
13. The work shall be carried out in a manner complying in all respects with the requirement of relevant byelaws of the local authorities.
14. 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 Executive Engineer/ Municipal Engineer 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.
15. 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.
16. 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.

17. Whenever the contractor requires to work at night, he shall give 24 hours notice to the Executive Engineer/ Municipal Engineer in writing so that proper supervision of the work could be arranged by Executive Engineer/ Municipal Engineer in time. The contractor should arrange for adequate lighting for work at night.
18. Land for contractor's field offices, god owns, workshop and labour sheds.
 - a) The contractor shall be permitted to erect temporary field office, laboratory, god owns, workshop assembly hall and labour sheds within the boundary of the land allotted to him as desired by the Executive Engineer/ Municipal Engineer. 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.
 - 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 Executive Engineer/ Municipal Engineer. 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.
19. POWER SUPPLY : The Corporation 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 equipments, 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.
20. 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 Corporation at the cost of the contractor plus 17% departmental charges. A certificate of Executive Engineer/ Municipal Engineer of cost of filling up the pits shall be final.
21. 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.
22. 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.
23. 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.

24. The Executive Engineer/ Municipal Engineer. 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.
25. The contractor shall fully comply with all provision of the Minimum Wages Act, 1948, contract Labour (Regulation and Abolition) Act, 1970, and rules framed there under and other labour laws affecting contract labour that may be brought into force from time to time.
26. The Executive Engineer/ Municipal Engineer. 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.
27. 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.
28. No claim shall be entertained on account of increase in price of labour and material due to any cause whatsoever.
29. Actual quantities of completed and accepted work shall only be paid.
30. The rate quoted by the contractor should be inclusive of octopi tax, terminal tax, royalty and all other taxes and charges. These should be for complete work in all respects.
31. 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.
32. 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 Surveillance 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.
33. Sale Tax @ 4% & Cess as applicable will be deducted from all Running Bills on total value of work done. In addition income tax @2% plus surcharge as applicable will also be deducted from all running bills.
34. **Responsibility for defective work :**
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.
35. The contractor shall be responsible for deposit of service taxes, as applicable, with the Govt. at his level.
36. 1% labour cess shall be deducted from each bill of the agency/ contractor. Service Tax shall be deducted as applicable from time to time from each bill of the agency/ contractor.

All taxes, local taxes, fees and cess etc as applicable from time to time will be borne by the agency/ contractor.

Performance Security

Within 21 days of receipt of the letter of Acceptance, the successful bidder shall deliver to the Municipal Corporation a Performance Security in any of the form given below for an amount equivalent to 5% of the contract price.

- i) A Bank Guarantee in favour of the Commissioner Sonapat
- ii) Banker Cheque/Bank Draft/Pay Order in favour of Commissioner Sonapat

If the performance security is provided by the successful bidder in the form a bank Guarantee, it shall be issued either (a) at the bidder option, by Nationalized /Scheduled Indian Bank or (b) by a foreign bank located in India or acceptable to Municipal Corporation. This Performance security will be will be refunded after completion of work.

5%/10% security will be deducted from the Bills, which shall only be refunded after satisfactory inspection report of Engineer in charge after completion of maintenance Liability period.

Failure of the successful bidder to comply with the requirement shall constitute sufficient grounds for cancellation of the award and forfeiture of the Earnest Money.

Maintenance and Defect Liability Period

A defect is any part of the works not completed in accordance with the contract or distressed development in the work irrespective of any cause.

The defects liability period is the period named in the contract data and calculated from the completion date.

The maintenance and defect liability period is 3 years above estimated cost 10 lacs and 6 months below estimate cost 10 lacs without any extra cost calculated from the completion date. All defects/repair/replacement of part or parts, during this period, shall be removed by the firm within 24 hours of its occurrence failing which penalty amounting to Rs.500/- per day will be levied on firm. All type of expenses shall be borne by the firm at his own level and no payments shall be made by department. It is contingent to work and nothing extra is payable.

The maintenance and defect liability certificate is the certificate issued by Engineer-in-Charge after the defect liability period has ended and upon correction to defects by the contractor.

Installation of Solar Power Plant 5 KW in Govt. Sr. Sec. School in Rathdhana MC Sonepat

Sr.No	Description	No	L	B/W	H/D	Qty	Unit	Rate	Amount
1	<p>Supply Installation testing commissioning of Solar Photovoltaic grid connected roof top Plant conforming to MNRE specifications as amended, consisting of Mono/Poly Crystalline silicon solar cells, net metering facility, necessary protections, earthing, mounted on Aluminium/GI structure of suitable strength with following components complete as required:-</p> <p>(a) Solar Photovoltaic Module manufactured in India, conforming to IS 14286/IEC 61215, IS/IEC 61730-Part-1, IS/IEC 61730-Part 2. Solar Photovoltaic Module conversion efficiency shall not be less than 16.5%. PV modules used in solar power plants/ systems must be warranted for their output peak watt capacity, which should not be less than 90% at the end of 10 years and 80% at the end of 25 years.</p> <p>(b) Power Conditioning Unit (PCU) of 350-800 V DC Input voltage range and 400 V AC, three phase, 4 wire, 50Hz +/- 2.5 Hz, output voltage suitable to generate AC</p> <p>(c) Power with efficiency not less than 97%, total harmonic distortion less than 3% and suitable for ambient temperature from 0 to 50 degrees C. The PCU shall adjust the voltage and frequency level to suit grid frequency</p> <p>(d) Data Monitoring System complete with accessories.</p> <p>(e) Fixing of Array junction box & Main junction box with IP 65 protection and termination arrangement for incoming and outgoing cable along with glands, lugs and other accessories etc. as required.</p> <p>(f) Lightning and surge voltage protection.</p> <p>(g) Connections & Interconnections by supplying & fixing required size XLPE insulated copper conductor 1.1 kV grade armoured power and control cables between solar modules, main power cable to grid supply PCU unit along with supplying & fixing of necessary channel/conduit lugs and other accessories etc. as required.</p> <p>- Above 1 kWp and up to 10 Kwp (HSR 32.70.1)</p>								

	5 KW in Govt. Sr. Sec. School in Rathdhana					5.00	Kwp	54534.0 0	272670
	3 KW in MC Sonepat office					4.00	Kwp	54534.0 0	218136
									490806
								Say Rs.	5.0 Lacs

