



**DEEN BANDHU CHHOTU RAM THERMAL POWER PROJECT  
YAMUNA NAGAR**

**(A unit of Haryana Power Generation Corporation Ltd.)  
(Regd. Office Urja Bhawan, Sector-6, Panchkula)  
Phone No. 01732-204503, Fax No. 01732-204503**

***TENDER DOCUMENTS***

***FOR***

**“CONSTRUCTION/ REPAIR OF DAMAGED PORTION OF  
BOUNDARY WALL IN HYDEL COLONY GOBINDPURI,  
YAMUNA NAGAR.”**

NIT No.28 /DCRTPP/XEN/CMD-II

Dated: 23.01.2014

Tender Documents Submitted by:-

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Name of the firm & Signature

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# Deenbandhu Chhotu Ram Thermal Power Project, Yamuna Nagar

(A Unit of Haryana Power Generation Corporation Ltd.)

(Tele-Fax. No. 01732-204055)

E-mail: [secivildcrtp@hpgcl.gov.in](mailto:secivildcrtp@hpgcl.gov.in)

## **SHORT TERM NOTICE INVITING TENDER**

**NIT No.: 28/DCRTPP/XEN/CMD-II**

**Date 23.01.2014**

Chief Engineer, Deen Bandhu Chhotu Ram Thermal Power Project (DCRTPP), HPGCL, Yamuna Nagar invites sealed tenders from experienced contractors for **“Construction/ Repair of Damaged portion of Boundary Wall in Hydrel Colony Gobindpuri, Yamuna Nagar”** (Two parts tender)

Cost of tender documents	Rs. 1132/-
Earnest money	Rs. 39000/-
Completion period	90 days
Date on which tender document would be Available on website.	27.01.2014
Date on which tender document would Close on website	12.02.2014
Last date of submission of tender Documents	13.02.2014 at 13:00 Hrs.
Date of opening of tenders (part-I)	13.02.2014 at 15.30 P.M.

1. NIT, Scope of work and Qualifying Requirement can be seen and downloaded from HPGCL's website- [www.hpgcl.gov.in](http://www.hpgcl.gov.in). The firm should also visit the site before submitting the tenders.
2. Tender submitted by such parties who have not enclosed the cost of tenders & Earnest money shall be out rightly rejected.
3. Tender documents containing scope of work, terms & conditions can be downloaded from the HPGCL's website—[www.hpgcl.gov.in](http://www.hpgcl.gov.in) for submitting the offers. However the contractor shall deposit the cost of tender documents i.e. Rs.1132/- (Rupees One Thousand One Hundred & Thirty Two only) (non refundable) and earnest money in the shape of DD in the favour of Sr. A.O/DCRTPP, HPGCL, Yamuna Nagar, payable at Yamuna Nagar along with submission of tenders.
4. Telegraphic tender will not be accepted.
5. Chief Engineer/ DCRTPP, HPGCL, Yamuna Nagar reserves the right to reject any or all the tenders without assigning any reason.
6. In case the last date of submission/ opening of tender is declared as holiday, the tender can be submitted/opened on next working day.
7. Negotiations if required would be held only with the L -1 Bidder, as per provision of Haryana Govt. Notification No. 2/2/2010-41 dated 28.05.2010.

Executive Engineer/CMD-II  
for Chief Engineer/ DCRTPP,  
HPGCL, Yamuna Nagar.  
Mob.9355061892

**INSTRUCTIONS TO BIDDERS**  
**Pre- Qualifying Conditions:**

**Section-I**

1. The tender documents will only be sold to those contractors who fulfill the following conditions:-
  - i) The bidder should have executed similar/civil work in any Center/State Govt. /Semi Govt. department/PSU, Thermal Plants, refineries, Sugar Mills and NFL's etc. of valuing not less than Rs.10 lacs in any one year in last three years.
  - ii) The financial turnover shall be not less than Rs.96.00 lacs during last three years.
  - iii) The bidder should have his own EPF, ESI, Service Tax & PAN number.
  - iv) The bidder should either be registered with Labour Commissioner Haryana or should undertake that he will get him self registered with in one month of allotment of work.
2. Tender submitted by such parties who have not enclosed the cost of tenders & Earnest money shall be out rightly rejected.
3. Tenders of only such firms, who have downloaded the tender document from the HPGCL site, and have submitted the cost of tender document & earnest money along with their bids, shall be accepted. No bid from any other individual /firm shall be accepted.
4. The tendered shall have to submit the photocopy of Permanent Account Number (PAN), EPF, ESI & Service tax no. along with the bids.

**Other Instructions:**

1. The tender documents shall be available for downloading as per the provisions of NIT. The tender will be opened on dated 13.02.2014 and in case of date of opening is declared as holiday by the Govt. then the tender will be opened on the next working day at the same venue and time.
2. Post tenders clarification shall not be considered and such tenders shall be rejected out rightly.
3. Tender documents shall comprise of two parts i.e. part -I & II which will consist :

**Part-I**

Short Term Notice inviting tender.

- |     |             |   |
|-----|-------------|---|
| (b) | Section-I   | Instructions to bidders.  |
| (c) | Section-II  | Detail of quantities.   |
| (d) | Section III | General terms & conditions, Scope of Work, Tech. specification, Directions for Execution of work, Labour, General, Arbitration & Labour Laws. |

**Part-II:**

- |     |             |           |
|-----|-------------|-----------|
| (a) | Section- IV | Price bid |
|-----|-------------|-----------|

4. Tender duly completed in all respects as per instructions given here in shall be accepted by Chief Engineer/ DCRTTP H.P.G.C.L. Yamuna Nagar before the last date. The tenders received after the specified time and date shall not be opened irrespective of the date of their posting and irrespective of whether they were sent by registered or un-registered post.
5. Each tender should bear signature of the tendering person in English/ Hindi language. The total amount quoted should also be written in the same language. In the case of illiterate person, the rates on the amount quoted should be attested by a literate witness.
6. Earnest money and cost of tender documents as specified in Notice Inviting Tender in form of demand draft in the name of Sr. Accounts Officer, DCRTTP HPGCL, Yamuna Nagar must accompany with the tender in a separate sealed covered subscribed "Earnest money, and cost of tender document" Tenders not accompanied with earnest money in a separate envelope as specified above will not be opened. Tender accompanied with earnest money in any form other than specified above will also not be opened.

7. The contractor shall arrange at his own cost all tools, Plants etc. necessary for Construction/ Repair of Damaged portion of Boundary Wall in Hydel Colony Gobindpuri, Yamuna Nagar to ensure compliance with the contract provisions.
8. The acceptance of a tender, will rest with the corporation /or his authorized representatives who does not bind himself to accept the lowest tender, and reserves to himself the authority to reject or not to open any or all the tenders received, without the assignment of any reason. Any tender in which any of the prescribed conditions are not fulfilled or are incomplete in any respect are liable to be rejected.
9. Canvassing in connection with tenders strictly prohibited and tenders submitted by the tenderers who resort to canvassing will be liable to rejection.
10. The tender should be complete in all respect and should be written in unambiguous language. No clarification addition, alteration etc. given by the tenderers after the date and time of the opening of the tenders will be entertained.
11. The bidder is advised to visit the work site in order to acquaint himself with all the connected information. Ignorance of site conditions will not be accepted as a basis of claim for any compensation on any nature.
12. No bidder shall be permitted to tender for the works where any of his relatives is posted to deal with the day to day duties including passing of bills etc. and who is working in any capacity requiring him to give instruction advice and in particular any officer /official of the corporation including the members of the corporation. Any breach of this condition by any one shall render him liable to be removed from the list of the contractors for the HPGCL and the work entrusted to him may be terminated thereof without any compensation whatsoever. The tenderer shall give a list of officers & employee of the HPGCL related to him.  
Note: By the term near relative is meant wife /husband, parent and grandparents, children brothers and sisters, uncles and cousins and their corresponding in laws.
13. Tender for work shall remain open for acceptance for a period of 180 days from the date of opening of Part –I of tender. However, the day up to which the offer will remain open is declared Holiday for HPGCL, offices, the offer shall remain open for acceptance till next day. Tender qualified by such vague and indefinite expression such as subject to immediate acceptance, subject to prior of availability at website will not be considered. The tender where the validity of the offer is less than 120 days shall be rejected.
14. The Tenderer(s) must tender for all the items shown in the schedule of quantities attached. The quantities shown in the attached schedule are given as a guide and are approximate only and are subject to variation according to the needs of the Corporation.
15. Prices & rates shall be firm for total contract period/extended contract period.
16. It should be noted by bidders that in case of deviations from General conditions, the deviation should clearly indicate the corresponding clause number. If bidder has any other clauses of his own for which no corresponding clauses are given, such clauses should be written separately in the end. Clauses with which bidder is duly complying i.e. where no deviation from the specifications, the same must not be repeated in the Bid.
17. Information relating to the examination, clarification, evaluation and comparison of bids, and recommendations for the award of a contract shall not be disclosed to the bidders or any other persons not officially concerned with such process until the award to the successful bidder has been announced Any effort by a bidder to influence the Employer's processing of bids or award decisions may result rejection of the bidder's bid.
18. Each tender shall contain the name, residence and place of business of the person /persons submitting the tender and shall be signed by the Tenderers with his usual signature. Partnership Tenderers shall furnish the full names and addresses of all partners along with an attested copy of the partnership deed of the firm duly signed by each partner & in the event of the absence of any partner

/partners, it must be signed on his/ their behalf by a person /persons holding power of attorney authorizing him/them to do so Tender by a corporation shall be signed with the legal name of the corporation followed by the name of the State of incorporation and by signature and designation of the President, Secretary or other person authorized to sign it in the matter. An attested copy of such authorization should also be sent along with the tender.

19. The tenderer shall supply a copy of the partnership deed/ constitution of the firm.
20. The Chief Engineer/ DCRTTP or his duly authorized officer will open tender in the presence of any intending contractors who may be present at the time & will enter the accounts of the tenders in the register of tenders prescribed for this purpose.
21. If the Tenderer(s) deliberately gives/give wrong information in his/their tender or creates/create circumstances for the acceptance of his/their tender, the Corporation reserves the right to reject such tender at any stage.
22. The tender shall be submitted in two parts. Part-I shall comprise of Notice inviting tender, Definition of terms, Instructions to bidders, Specifications, General terms & conditions and Scope of inquiry, Part-II consists of price bid only. Part-I & Part-II, earnest money and cost of tender documents are required to be submitted in separate sealed covers as under:
  - i) 1<sup>st</sup> sealed cover shall consist of Part-I. It will be superscribed as “Tender notice No.28/CMD-II dated 23.01.2014 (Part-I)”.
  - ii) 2<sup>nd</sup> sealed cover consists of price bid. It will be superscribed as Tender notice No.28/CMD-II dated 23.01.2014 (Part-II “Price bid”).
  - iii) 3<sup>rd</sup> sealed cover consists of Earnest Money, and will be superscribed “Tender notice No.28/CMD-II dated 23.01.2014 “Earnest Money”.
  - iv) 4<sup>th</sup> sealed cover consists of Cost of Tender Documents, and will be superscribed “Tender notice No.28/CMD-II dated 23.01.2014 “Cost of Tender Documents”.
  - v) The above four sealed covers shall be placed in the single sealed cover which shall be superscribed “Tender for **Construction/ Repair of Damaged portion of Boundary Wall in Hydrel Colony Gobindpuri, Yamuna Nagar.**” addressed the Chief Engineer, DCRTTP, HPGCL, Yamuna Nagar and submitted to on or before the date and time Stipulated in the Notice inviting tender. The price bid shall have absolutely no condition. Only Earnest money, Cost of Tender Documents & Part-I shall be opened on the specified date. Part-II shall be kept sealed and unopened till the discussions on part-I are over. In Part-II one copy of price bid shall be submitted and other copy should be retained by the bidder. The bidder shall be afforded opportunity revise their bids after the detailed discussions. The date of opening of Part-II shall be notified later on.
23. The purchaser reserves the right to cancel, amend or alter the order without assign any reasons whatsoever at any time before the receipt of intimation to this office regarding dispatch of material to destination in whole or in parts.

XEN/CMD-II/ DCRTTP  
HPGCL, Yamuna Nagar  
Mob. 9355061892

**DETAIL OF QUANTITY**

<b>Sr. No</b>	<b>Description</b>	<b>Ref of HSR</b>	<b>Unit</b>	<b>Qty</b>
1	Dismanteling stone Masonary: rubble stone Masonary.	8.1 (d)	m <sup>3</sup>	216
2	Dismanteling brick work, Tile Masonary or tile lining and tile tracing in cement.	8.5 (b)	m <sup>3</sup>	18
3	Scraping of brick dismentled from brick work in lime or cement.	8.32 (e)	nos.	6912
4	Dismanteling of steel work as per complete item of HSR	8.21 (b)	qtl	1.82
5	Scraping of Cement plaster	8.32 (c)	Sqm	146.50
6	Dismantling of cement concrete plain 1:2:4 mi	8.6 (d)	m <sup>3</sup>	0-65
7	Earth work in excavation as per complete item of HSR	6.6	m <sup>3</sup>	448
8	Clearing jungle including uprooting of rank vegetation grass brush wood trees	6.26	Sqm	544
9	Cement Concrete 1:8:16 with stone aggregate 40 mm nominal size as per complete item of HSR	10.28	m <sup>3</sup>	29
10	Cement Concrete 1:4:8 with stone as per complete item of HSR	10.38	m <sup>3</sup>	54
11	Cement Concrete 1:1½:3 with stone aggregate as per complete item of HSR	10.90 + 10.95	m <sup>3</sup>	32
12	Cement Concrete 1:1½:3 with stone aggregate as per complete item of HSR	10.86 + 10.95	m <sup>3</sup>	58
13	Brick work laid in cement sand mortar 1:5 as per complete item of HSR	11.8	m <sup>3</sup>	17.20
14	Cement Concrete 1:2:4 with stone aggregate 20mm as per complete item of HSR	10.59	m <sup>3</sup>	1.20

15	12mm thick cement plaster 1:5	15.6	sqm	80.00
16	Cement plaster 15mm thick 1:5 on the rough side of single or half brick wall	15.11	sqm	146.50
17	Cement pointing 1:2 deep variety on brick and tile work	15.60	sqm	80
18	Cold twisted deformed bars as per complete item of HSR	18.22	qtl	92
19	Steel work, fixed independently without connecting plates as per complete item of HSR	18.1 (C.)	qtl	2.15
20	1.20 mtr high fencing with 1.65 mtr post as per complete item of HSR	24.36	mtr	82
21	Priming coat with metal primer as per complete item of HSR	16.9	sqm	9.45
22	Painting 2 coats excluding priming coat as per complete item of HSR	16.17	sqm	9-45
23	Finishing walls with exterior decorative cement as per complete item of HSR	16.61	sqm	240
24	Finishing walls with exterior decorative cement as per complete item of HSR	16.62	sqm	336
25	Any other item	As per HSR		



**GENERAL TERMS AND CONDITIONS**

**General**

- 1.1 The contractor shall deposit the earnest money & cost of Tender Documents in the form of Demand Draft in favour of Senior Accounts Officer, DCRTTP, HPGCL, Yamuna Nagar payable at Yamuna Nagar as defined in the Notice Inviting Tender. The earnest money & cost of Tender Documents must be submitted in a separate sealed cover super scribed ("Earnest Money & cost of Tender Documents").Tenders not accompanied with earnest money & cost of Tender Documents in a separate envelop will not be opened.
- 1.2 Conditional /telegraphic/Fax/ E-mail tenders are liable to be rejected.
- 1.3 Post tender clarification shall not be considered. Such tenders shall be rejected/ earnest money forfeited.
- 1.4 The C.E / DCRTTP, Yamuna Nagar reserves the right to reject any / all the tenders without assigning any reason whatsoever.
- 1.5 Tenderer should see the site before quoting the rates and no claim whatsoever shall be entertained afterward.
- 1.6 The site for work is either available or it shall be made available in the parts in a manner so as not to hamper the progress of work.
- 1.7 Tenders should be submitted in a sealed cover with name of the work written on the envelop and will be received by the Chief Engineer/ DCRTTP, HPGCL, Yamuna Nagar/ his representative. The tenders received after the due time and date will not be opened irrespective of the date of their posting and irrespective of whether they are sent by Registered Post or otherwise.
- 1.8 Firms/contractors who have been blacklisted by any Govt. /semi Govt./Board/ Corporation/Private organization shall not be considered. An affidavit to this effect will be submitted by the agency at the time of submission of bids.
- 1.9 The rates are to be quoted in the enclosed format on percentage rates above/ below HSR-1988 latest edition with all up-to-date amendments or item rates and item rates for Non Schedule items. Rates quoted anywhere else shall not be considered. The rates should be written both in figures as well as in words. In case of any discrepancy/ambiguity, the amount given in words shall be taken as correct.
- 1.10 The ceiling premium on HSR-1988 shall be applicable which is prevailing on the date of opening of tenders.
- 1.11 Each tender page should bear signature of the tendering person in English/Hindi language. In the case of illiterate persons the rates of the amount quoted should be attested by the literate witness.
2. **Validity of bid**
  - 2.1 The tender rates shall be valid for 120 days from the date of opening of tenders.
3. **Security Deposit:**
  - 3.1 10% of the monthly running account bills will be deducted towards security deposit. The earnest money deposited with the tender shall be adjustable towards security deposit.
  - 3.2 No interest of any kind and on any account, whatsoever shall be paid on the said security deposit.
  - 3.3 The security deposit deducted from the monthly bills shall be refunded after 180 days of successful completion and faithful execution of the work. The firm shall furnish all documents viz EPF, ESI, Labour Welfare Fund, Service Tax etc for release of security deposit.
4. **E.P.F. Regulation:**
  - 4.1 The contractor/ firm should be registered with the provident fund commissioner, Government of Haryana and should possess the permanent E.P.F. Registration number.
  - 4.2 The contractor/firm shall ensure E.P.F. deduction under the rules from the wages of their workers/employees engaged by him against the said work and shall

deposit the same along with the contractor's contribution with EPF department or into the nearest treasury every month with a copy thereof to this office, as proof of it. The photocopies duly attested of the receipted challan shall be submitted by the Contractor/ firm along with the subsequent monthly bills. The individual A/C no. of each employee, employed against the work along with Form 5/10 & 6 shall also be supplied by the contractor.

5. **Compensation for mishap:**

- 5.1 The contractor/firm shall be fully and wholly responsible for any mishap or any injury sustained by him/their employee worker at site during the performance of the work under the contract and HPGCL shall not entertain any claim on this account. However, if HPGCL is forced by any statutory body or Government etc. to pay any compensation to any workman employed/ engaged by the contractor, the amount of compensation so paid shall be recovered from the contractor/firm.

6. **Contract Labour Act, Rules & Regulations:**

- 6.1 The contractor/firm shall abide by all the labour acts, rules and regulations as framed by Central/Haryana Government and as amended from time to time and applicable to DCR Thermal Power Station, HPGCL such as contract labour (R&A) act, 1970 payment wages act-1936, payment of minimum wage act.
- 6.2 The contractor/firm shall also maintain the necessary records/registers in respect of his/their employees, as required under the labour rules and regulations and the same shall be made available to the officer-in-charge/project authorities/ Government of Haryana for checking/ inspection as and when required.
- 6.3 The contractor/firm shall have to put their labour registered with the Labour Commissioner, Haryana and obtain a labour license for the number of employees/ labour to be engaged/ deployed against this contract.
- 6.4 The contractor shall furnish the following documents after the receipt of this work order failing which the monthly bill shall not be processed.
- i) Certificate of registration under section-7 of the act.
  - ii) Labour license from the licensing officer, Haryana under section-12 of the act at least for number of labour/workmen required for the execution of the contract.
- 6.5 The labour rules and regulations shall be deemed as part of the contract and breach thereof shall be deemed as breach of the contract.
- 6.6 The contractor/firm shall indemnify the department against all obligations of labour rules and regulations such as Min. Wages Act, EPF Act etc.
- 6.7 The contractor/firm shall have to make the payment to the labour so engaged at his end and as per prevailing labour rules & wages act.
- 6.8 The contractor shall comply with all the central and state govt. laws, statutory rules, regulations etc. such as the payment of wages act, minimum wages act workman compensation act contract labour (R&A) act-1970 employer's liability act, industrial disputes act and any other acts, laws, rules and regulations for labour as may be enacted by the govt. during the tenure of the contract and having force or jurisdiction at site. The contractor shall give to the local govt. body, police and other relevant authorities all such notice/information as may be required by law.

7. **Loss of Plant HPGCL property during the Execution of Work:**

The contractor shall ensure that no damage or loss is done to HPGCL property or human being in the jurisdiction of work site. In case it is found that there is any loss to plant equipment, HPGCL property or human being due to negligency of any labour/worker the same shall be made good by the contractor at his own cost.

8. **Subletting of contract:**

Subletting or sub-contracting of the job against the works so awarded, is not allowed without earlier permission of the project authorities.

9. **Performance:**

The performance of the contractor shall be reviewed by the officer-in-charge regularly and if found unsatisfactory, the contract can be terminated and the security deposited by the contractor shall be forfeited.

The officer-in-charge DCRTTP/HPGCL however reserved the right to get the work done fully or partially by any other agency or contractor till expiry of period of contract at his risk and cost. However, before termination of the contract, a notice of seven days shall be served on the defaulting contractor.

In such events, it shall be lawful to HPGCL to fore-fit any balance amount/security deposit or both which may otherwise be due to the contractor. If the dues are not sufficient, it will be lawful for HPGCL to recover the amount through the court of law.

10. **Arbitration:**

10.1 All matters, questions, disputes, differences and/ or claims arising out of and/or concerning, and/or in connection with and/or in consequence of, and/or relating to any contract under these Regulations, whether or not obligations of either or both the supplier and the Corporation under that contract be subsisting at the time of such- dispute and whether or not the contract has been terminated or purported to be terminated or completed, shall be referred to the sole arbitration of MD, HPGCL or an officer appointed by MD, HPGCL as his nominee. The award of the Arbitration shall be final and binding on both the parties to the contract.

10.2 The objection that the Arbitrator has to deal with matters, to which the contract relates, in the course of his duties or, he has expressed his views on any or all of the matters in dispute or difference, shall not be considered as a valid objection.

10.3 The Arbitrator may, from time to time, with the consent of the parties to the contract enlarge the time for making the award. The venue of the arbitration shall be the place from which the acceptance of offer is issued or such other place as the arbitrator, in his discretion, may determine.

10.4 All arbitrator proceedings under this Regulation shall be governed by the provisions of the Arbitration and Conciliation Act, 1996 and the rule there under, with any statutory modifications thereof for the time being in force.

11. **Jurisdiction:**

The contract shall be deemed to have entered into at Yamuna Nagar and all causes of actions in relation to the contract shall, therefore, be deemed to have arisen within the jurisdiction of the court of Jagadhri Distt. Yamuna Nagar on the related Hon'ble High Court (Pb & Hr.) Chandigarh.

12. **Mode of payment:**

12.1 "Payment shall be made by way of direct transfer into your bank account through RTGS/NEFT", however the RTGS/NEFT charges shall be borne by supplier/contractor. "Supplier/contractor will submit their banking details duly authenticated by them along with bills separately or on the bill itself as under":-

i. Name & Address of Beneficiary.

ii. Name & Address of Bank.

iii. Account Number.

iv. IFSC Number.

12.2 The payment shall be made in running bills. The running bills shall be processed within fifteen days after the same is presented (in triplicate) and after all the formalities and objections are completed/ cleared by the contractor. The payment will be made to the contractor on pro-rata-basis after ascertaining the actual quantum of work executed at site.

12.3 The payment after deductions of recurring security deposit, income-tax as per rules and the penalties on account of non-cleaning/short supply of consumables etc.

- shall be released by the office of Sr. Accounts Officer / DCRTTP HPGCL Yamuna Nagar.
- 12.4 No bank charges of any kind shall be paid by the HPGCL i.e. all the bank charges, if any, shall have to be borne by the contractor/firm.
13. **Service Tax:**
- 13.1(a) If the contractors remain silent about the service tax in his quoted rates then it shall be presumed that contractor has quoted the rates by loading 100% service tax.
- (b) If the contractors quote the rates with service tax extra then 100% service tax shall be loaded on his quoted rates.
14. **Time Period:-**
- 14.1 The work shall be completed within 90 days to be reckoned after the 7<sup>th</sup> day of issue of LOI.
15. **Income tax, Service tax and other taxes deductions:**
- 15.1 Income tax, Service tax & other taxes as applicable under the relevant tax acts shall be deducted at source from the monthly bills of the contractor/firm. Service tax as applicable shall however be reimbursed after submission of proof of deposit of same to quarter concerned.
16. **Agreement**
- 16.1 The work order along with the terms and conditions as mentioned in the tender documents will form the contract agreement between HPGCL and the contractor. Accordingly, the contractor is required to execute/ submit the contract agreement with HPGCL on a non-judicial stamp paper of the appropriate value as required under Indian stamp act within 15 days of the receipt of LOI or award of work. The cost of stamp paper shall be borne by the contractor.
- 16.2 The contractor shall also give an undertaking/acceptance in writing on his letter head that all the terms and conditions of the work –order are acceptable to him.
- 16.3 No bill shall be processed and no payment will be made till requisite agreement as sr. no. (16.1) is executed and the undertaking as per sr. no. (16.2) is submitted by the firm.
- 16.4 The firm shall furnish undertaking that wage payment made to the deployed contract has been at the prescribed minimum wages rates.
17. **Scope of work:**
- 17.1 Separate sheet showing detail scope of work have been attached, however the quantum of work may be reduced as per site condition.
- 17.2 Work shall be done as per PWD specification as applicable to Haryana State read with relevant IS Codes, unless otherwise specified.
18. **Mode of execution:**
- 18.1 The contractor/firm shall depute his labour and supervisors as per actual requirement of site or as desired and directed by the officer-in-charge of work for carrying out the job properly.
- 18.2 The contractor/firm shall communicate in writing the name of his responsible representative and his specimen signatures. The said representative shall always be present at site and must be available in general shift for taking time to time instructions of the office-in-charge of the work. Any instructions given to the said representative shall be deemed to have been given to the contractor/firm.
- 18.3 The contractor himself shall visit the site frequently for checking and supervising the work and to discuss the progress of work from time to time with the officer-in-charge and for taking further instructions.
- 18.4 The contractor/firm or company shall have to furnish the proof of the title of the firm and documents of partnership deed etc. in case of firm or company in partnership then the name of the partner who will deal with DCRTTP, HPGCL shall be intimated promptly to his office and resolution to this effect duly signed by all

partners on non-judicial stamp paper shall be furnished along with a copy of the partnership deed for reference and record. Further it shall be ensured that the partner so authorized should also visit the various sites frequently to acquaint himself fully about the progress of the work and to ensure the execution of work strictly in accordance with stipulation made in the tender documents as well as in this work order. The instructions/orders given by officer-in-charge to authorized representative/ supervisor/ partner shall deem to have been given to the firm/company/contractor.

- 18.5 The contractor shall be responsible to maintain regular record/registers of the labour as working under him viz., names, age, address, identifications, attendance, payments etc. as required under labour law/wages act contractor will comply with all the labour laws, statutory regulations and rules including the EPF act in force at the time.

19 **SITE CONDITIONS:**

- 19.1 The bidder is advised to visit the site of work in order to acquaint himself with all the connected information for the proper execution of the work. The contractor should particularly satisfy himself regarding transportation, disposal, handling & storage of materials, availability of labour, water, electric power, roads and uncertainties of weather or similar physical conditions of the site, the configuration & conditions of ground, the character quality of surface and subsurface materials to be encountered, including the subsoil water levels, the character of equipment and facilities needed preliminary to and during the progress of work and all other matters, which can, in any way, effect the work or cost thereof under this contract. **Ignorance of site conditions will not be accepted as a basis of claim for any compensation of any nature.**
- 19.2 The contractor shall make his own arrangement for draining out the rain water from site, no extra cost will be paid for this job.
- 19.3 Contractor should have labour license. However, in case the labour deployed on the work is less than 20 Nos. you shall have to submit an undertaking in this regard as the same is not required as per existing Factory Act.
- 19.4 Contractor has to make his own arrangement for water & electricity.

20. **T&P and consumables:**

- 20.1 The contractor shall have to arrange himself at his own cost all the T&P, consumable, scaffolding, ladders, brooms, tasla, tokri platforms, temporary supports and facilities like hose pipe, air pipes etc. required for the execution of the above work.
- 20.2 The contractor shall also provide necessary T&P and various consumables of good quality.
- 20.3 The quantity of various consumables can however be increased decreased as per depending up on the site requirement and as per direction/instruction of the officer-in-charge.

21. **Penalty:**

- 21.1 Penalty @ ½ % per week or part thereof subject to a maximum of 10% of value of order shall be deducted for delay in completion of work.

22. **Variation:**

- 22.1 Prices & rates shall be firm for a variation in the total contract price by ±30% with the provision that quantity of individual item may vary to any extent.

23. **Safety Rules:**

Contractor shall have to comply with all the provisions of safety rules. The chief safety officer shall impose penalty of ₹200/- per day head if workers of contractor are found to be working carelessly and /or violation of use of proper protective equipments. Against violation of any other clause, a penalty of ₹500/- per violation (minimum) shall be levied. In case of repeated violation of very serious nature resulting in any serious accident or direct loss to the corporation/ threatens to cause service consequence, higher penalty rate may be imposed including suspension/termination of the contract. A safety clearance certificate from chief

safety officer has to be attached along with the bills. Following undertaking is also required to be submitted by the contractor.

I /we have gone through all terms and conditions on safety regulations and undertake to strictly enforce the same during the execution if this work including mobilization period, if any, in case of violation of these terms and conditions, the HPGCL is free to take action as deemed fit.

In case of any fatal/non fatal accident or any other violation of factory act 1948 Pb. Hr. Factory rules 1952 or under any other industrial or labour act are made by/ with the work4r of the contractor and if prosecution is launched by chief inspector or factories Chandigarh against occupier/factory manager or any other authority of HPGCL the contractor shall be liable to deposit the amount of fine/penalty decided by the court on the same day. In case of default the amount will be recovered from the outstanding dues/liabilities of the contractor against this contract or any other contractor at DCRTTP besides other action as the HPGCL deem fit like black listing of the firm etc.

The liability of the injured person shall be born by the contractor who has got issued the gate pass, whether accident is occurred at any other site of the plant, the responsibility shall remains with the original contractor until the gate pass is cancelled.

24 **Deposit of ESI Contribution of the workers along with Employer Share.**

It is statutory requirement for the contractor under ESI Act, 1948 that the workers drawing gross wages up to Rs. 10000/- 1.75% contribution is deducted from the wages of such worker and deposit along with Employer share of 4.75% i.e. total 6.5% with the authorized bank/ branches of ESI Department by the contractor to cover their workers under ESI scheme upto 21<sup>st</sup> of due month, otherwise, interest and damage will be charged on deposit of delayed payment. The contractor will get their ESI code.

It is also responsibility of contractor to get the facilities as provided under ESI scheme, extended to their workers viz, insurance of ESI Cards, filing the Returns on prescribed Form – 6 on due dates i.e. 12 May, 11 November, every year in local ESI office, otherwise he will be prosecuted by the ESI Department as provided in the ibid Act. In case of non insurance of ESI Cards, workers will not get medical facilities/pension benefits to widow which are provided by ESI Deptt. & contractors will be responsible for consequences.

25 **Deposit of Labour Welfare Fund along with Employer share.**

In pursuance of Haryana Govt. Labour Department Gazette Notification the contractors are required to deduct Labour Welfare Fund @ Rs. 10 from each worker and deposit the same with Employer's share @ Rs. 20/- per worker (total Rs. 30/- each worker) with the Welfare Commissioner, Haryana, Chandigarh in shape of Demand Draft in their favour along with list of workers for whom the same is being deposited. The copy of proof in this respect shall be submitted along with bills to officer-in-Charge/ Account Branch.

26 All other terms and conditions of NIT shall be applicable.

27 The receipt of work order may be acknowledged within 7 days.

Executive Engineer/CMD-II  
for Chief Engineer, DCRTTP,  
HPGCL, Yamuna Nagar.  
Mob. 9355061892

# **PART-II**

**SCHEDULE OF QUANTITIES FOR CONSTRUCTION/ REPAIR OF DAMAGED PORTION OF BOUNDARY WALL IN HYDEL COLONY GOBINDPURI, YAMUNA NAGAR.****SCOPE OF WORK/ FORMAT FOR QUOTING RATES**

<b>Sr. No</b>	<b>Description</b>	<b>Ref of HSR</b>	<b>Unit</b>	<b>Qty</b>	<b>Rates to be quoted</b>	<b>Amount (in Rs.)</b>
1	Dismanteling stone Masonary: rubble stone Masonary.	8.1 (d)	m <sup>3</sup>	216		
2	Dismanteling brick work, Tile Masonary or tile lining and tile tracing in cement.	8.5 (b)	m <sup>3</sup>	18		
3	Scraping of brick dismentled from brick work in lime or cement.	8.32 (e)	nos.	6912		
4	Dismanteling of steel work as per complete item of HSR	8.21 (b)	qtl	1.82		
5	Scraping of Cement plaster	8.32 (c)	Sqm	146.50		
6	Dismentling of cement concrete plain 1:2:4 mi	8.6 (d)	m <sup>3</sup>	0-65		
7	Earth work in excavation as per complete item of HSR	6.6	m <sup>3</sup>	448		
8	Clearing jungle including uprooting of rank vegetation grass brush wood trees	6.26	Sqm	544		
9	Cement Concrete 1:8:16 with stone aggregate 40 mm nominal size as per complete item of HSR	10.28	m <sup>3</sup>	29		
10	Cement Concrete 1:4:8 with stone as per complete item of HSR	10.38	m <sup>3</sup>	54		
11	Cement Concrete 1:1½:3 with stone aggregate as per complete item of HSR	10.90 + 10.95	m <sup>3</sup>	32		
12	Cement Concrete 1:1½:3 with stone aggregate as per complete item of HSR	10.86 + 10.95	m <sup>3</sup>	58		
13	Brick work laid in cement sand mortar 1:5 as per complete item of HSR	11.8	m <sup>3</sup>	17.20		



14	Cement Concrete 1:2:4 with stone aggregate 20mm as per complete item of HSR	10.59	m <sup>3</sup>	1.20		
15	12mm thick cement plaster 1:5	15.6	sqm	80.00		
16	Cement plaster 15mm thick 1:5 on the rough side of single or half brick wall	15.11	sqm	146.50		
17	Cement pointing 1:2 deep variety on brick and tile work	15.60	sqm	80		
18	Cold twisted deformed bars as per complete item of HSR	18.22	qtl	92		
19	Steel work, fixed independently without connecting plates as per complete item of HSR	18.1 (C.)	qtl	2.15		
20	1.20 mtr high fencing with 1.65 mtr post as per complete item of HSR	24.36	mtr	82		
21	Priming coat with metal primer as per complete item of HSR	16.9	sqm	9.45		
22	Painting 2 coats excluding priming coat as per complete item of HSR	16.17	sqm	9-45		
23	Finishing walls with exterior decorative cement as per complete item of HSR	16.61	sqm	240		
24	Finishing walls with exterior decorative cement as per complete item of HSR	16.62	sqm	336		
25	Any other item	As per HSR				

Signature of Contractor with seal