

# HARYANA RAIL INFRASTRUCTURE DEVELOPMENT CORPORATION



## TENDER DOCUMENT

FOR

**Tender No: HRIDC/GGN/ELECT/2023/02**

**Name of Work: Shifting/Modification of 11kV SC KMP feeder longitudinal to KMP Expressway in C/w Proposed C-6 Section of HORC Corridor between HORC Chainage: 61.500 to 116.00.**

**NOVEMBER -2023**

Estimate Cost of work: **Rs 5.95 Cr.**  
Date of Opening of Tender: **08.12.2023**  
Completion Period: **06 Months**

**HARYANA RAIL INFRASTRUCTURE DEVELOPMENT CORPORATION LIMITED**

Corporate Office: SCO 17-19, 3<sup>rd</sup> Floor, Sector 17, Chandigarh.

Website: [www.hridc.co.in](http://www.hridc.co.in)

<https://etendershry.nic.in>

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**PART -1****HARYANA RAIL INFRASTRUCTURE DEVELOPMENT  
CORPORATION LIMITED (HRIDC)****Tender Document****(TOP SHEET)****(A) Details to be filled in by HRIDC:**

Mode of Tender	<b>E-tender (Two Packet System)</b>
Tender Notice No.	<b>HRIDC/GGN/ELECT/2023/02</b>
Full Name of work	<b>“Shifting/Modification of 11kV SC KMP feeder longitudinal to KMP Expressway in C/w Proposed C-6 Section of HORC Corridor between HORC Chainage: 61.500 to 116.00”.</b>
Approx. Cost	<b>₹ 5,95,31,641/- (Rupees Five Crore Ninety-Five Lakhs Thirty-One Thousand Six Hundred Forty-One only)</b>
Completion period	<b>Six (06) Months</b>
Bid Security/ Earnest money amount	<b>INR 4,47,700/- (Rupees Four Lakhs Forty-Seven Thousand Seven Hundred Only)</b>
Issue of Tender Notice	Issue of Tender Notice on HRIDC website (www.hridc.co.in)
Sale/availability of tender document on e-procurement portal of Haryana Govt.	Tender documents will be available on e-procurement portal Government of Haryana i.e. <a href="https://etenders.hry.nic.in">https://etenders.hry.nic.in</a> and HRIDC website i.e. <a href="http://www.hridc.co.in">www.hridc.co.in</a> on <b>14.11.2023 at 05:00 PM to 08.12.2023 up to 03:00 PM.</b>
Site visit and other related details	The prospective tenderers may contact the following for further details: General Manager/IE&A/HRIDC ( <a href="mailto:horc.spv@gmail.com">Email: horc.spv@gmail.com</a> )
Start date for submission of offer on the e-procurement portal of Haryana Govt. i.e. <a href="https://etenders.hry.nic.in">https://etenders.hry.nic.in</a>	<b>30.11.2023 at 05:00 PM</b>

Last date/Time of uploading of tenders	<b>08.12.2023 up to 03:00 PM.</b>
Date/Time of Opening of Tender	Technical Bids will be opened after closing of uploading of tender i.e. <b>08.12.2023 at 03:30 PM.</b> Financial bids of the eligible tenderers would be opened subsequently on the date & time to be notified later on.

**(B) PRECAUTIONS TO BE TAKEN FOR PREPARING LEGAL DOCUMENTS (For guidance to Tenderer):**

**1. Non-Judicial Stamp Paper**

- i) Should have been purchased in the name of the Company/firm/executants
- ii) Should be purchased from the Place/State where the document is being executed.
- iii) Values of the non-judicial stamp paper (NJSP) should be as mentioned in Tender conditions, where value of NJSP is not mentioned in the tender conditions, value of NJSP should as per the law of the state in which the document is being executed.
- iv) Date of purchase of Non-Judicial stamp paper should be prior from the date of execution of document.

**2. Signature on the document**

- i) The document should be signed on each page and also at the appropriate place meant for signature of executants/deponent.
- ii) Signatory/executants should ensure that on the date of signing the document he/she has valid authority/attorney in his/her favour for signing.
- iii) In affidavit declaration clause as well as verification clause both should be signed by deponent/executants.
- iv) Where the document requires witnessing, it should be duly signed by witnesses along with their names and addresses.
- v) On Power of Attorney, signatures of the Attorney holder should also be got done and attested by executants.

**3. Format of the document**

- i) Where the format has been prescribed by HRIDC, the document should be executed in that format.
- ii) Date and place of execution should always be mentioned on the document.

**4. Notarization of document**

- i) The document should be duly attested (signed and stamped) by notary public on each page.
- ii) The seal of the notary public should contain his name, area of practice and Registration number.
- iii) Notarial stamps of appropriate value wherever required should be affixed on the document.

**5. HARYANA RAIL INFRASTRUCTURE DEVELOPMENT  
CORPORATION LIMITED**

**TENDER NOTICE**

**1.0** The **General Manager/IE&A**, for and on behalf of **Haryana Rail Infrastructure Development Corporation** invites open e-tender under **Two-Packet System** for the following work:

<b>S. No.</b>	<b>Name of work</b>	<b>Approx. Cost/ Earnest Money</b>	<b>Similar nature of work/ Period of completion</b>	<b>Cost of tender document/ E- service Fee</b>
1	<b>Name of Work:</b> “Shifting/Modification of 11kV SC KMP feeder longitudinal to KMP Expressway in C/w Proposed C-6 Section of HORC Corridor between HORC Chainage: 61.500 to 116.00”.	(i) <b>Approx. Cost:</b> ₹ <b>5,95,31,641/-</b> (Rupees Five Crore Ninety Five Lakhs Thirty One Thousand Six Hundred Forty One only)  (ii) <b>Earnest Money/Bid Security:</b> <b>Rs 4,47,700/-</b> (Rupees Four Lakhs Forty-Seven Thousand Seven Hundred Only)	(i) <b>Following works will be treated as of similar nature:</b>  “Any Electrical work related to HT/LT installations”.  (ii) <b>Completion Period:</b> <b>Six (06) Months</b>	(i) <b>Cost of tender document:</b> <b>INR 20,000/- only</b> (including GST @18%)  (ii) <b>E-service Fee:</b> <b>INR 1,000/-</b> (Rupees One thousand + 18% GST Extra)

**NOTE:**

- (i) Tender/offer without Bid Security/Earnest Money will be summarily rejected subject to Exemptions provided under para 5.1 (a) of part-1 (ITT) of this document.
- (ii) The Bid Security/ Earnest Money of the requisite amount is required to be deposited online only. Due to technical limitations of E-Tender Portal of Haryana Govt, acceptance of Bid Security/EMD through BG/ST has been marked as yes but only online submission of Bid Security/EMD is allowed.

**2.0 CRITICAL DATES: -**

<b>Code</b>	<b>Activity</b>	<b>Date</b>
D	Issue of Tender Notice on HRIDC Website (i.e. <a href="http://www.hridc.co.in">www.hridc.co.in</a> )	08.11.2023
D1= D + 6 days	Availability of tender documents on e-procurement portal of Government of Haryana (i.e. <a href="http://www.etenders.hry.nic.in">www.etenders.hry.nic.in</a> ) and HRIDC website (i.e. <a href="http://www.hridc.co.in">www.hridc.co.in</a> )	14.11.2023
D2 = D +22 days	Start of submission of offer on e-procurement portal i.e. <a href="https://etenders.hry.nic.in">https://etenders.hry.nic.in</a>	30.11.2023
D3 = D + 30 days	<ul style="list-style-type: none"> <li>• End of availability of tender documents at <a href="https://etenders.hry.nic.in">https://etenders.hry.nic.in</a></li> <li>• Opening of tender/ offer</li> </ul> <p><b>Note:</b> <i>This is also the last date of uploading of completed offers by the bidders</i></p>	08.12.2023
The reference time for all the above activities is indicated in Top Sheet above.		
<b>NOTE:</b> <i>In case the intended date for opening of tenders is declared a holiday, the tenders will be opened on the next working day at the same time.</i>		

**3.0 Validity of Offer: 90 days** from the date of opening of Technical Bid (D3).

**4.0 Tender Documents to be Submitted by Tenderer(s) and information regarding Tender:**

- (i) The tenders are to be uploaded up to date D3 along with scanned copy of all the requisite documents mentioned in “**General Tender Conditions and instructions to tenderers**” and **Annexure-A of Tender Notice** by all Tenderer(s) failing which the offer will be considered incomplete and action shall be taken as given in **Annexure-A of Tender Notice**.
- (ii) Bids will be opened on Date D3 immediately after closing of uploading of tenders.
- (iii) Financial bids of the eligible tenderers would be opened subsequently on the date and time to be notified later on.
- (iv) Requisite Bid security/ Earnest Money Cost of tender document and E-service fee shall be deposited by all the tenderer(s) via **ONLINE MODE** failing which the offer will be **summarily rejected**.
- (v) Tenderer(s) to please note that after opening of tender, any document/credential pertaining to technical, financial eligibility, constitution of firm etc. shall neither be asked nor be

entertained/considered under any circumstances and no claim or representation whatsoever from the tenderer in this regard shall be entertained. **Scanned copy of the documents, uploaded by the Tenderer, shall be clear & readable.** However, HRIDC reserves the right to ask for any clarification on the documents/credentials already submitted by the tenderer along with the offer.

- (vi) Tenderer may have to submit the original documents in physical form at short notice whenever asked by HRIDC at any stage of tender evaluation process or even after finalization of tender.
- (vii) The tenderers are requested to carefully peruse the Tender Documents and upload all requisite documents/credentials along with the offer. **Documents submitted/uploaded previously or along with another tender currently under consideration shall not be considered while evaluating the present tender.**
- (viii) After opening of the tender, any document pertaining to the constitution of Sole Proprietorship Firm / Partnership Firm / Registered Company/ Registered Trust / Registered Society / HUF etc. shall neither be asked nor be considered, if submitted. Further, no suomoto cognizance of any document available in public domain (i.e., on internet etc.) or in HRIDC record/office files etc. will be taken for consideration of the tender, if no such mention is available in tender offer submitted.
- (ix) In E-tender, all submissions of documents are to be uploaded on the e-procurement portal as indicated in the tender document. There may be last minute hic-cups and delay in uploading the Earnest Money and documents etc. Tenderer(s)/Prospective bidders are advised to upload their offer well in time. HRIDC will not be responsible for any delay/non submission of offer due to any reason whatsoever.
- (x) The tenderer (s) shall visit the site of work and acquaint himself/themselves with the conditions of work viz. approach roads and accessibility, nature of soil/rock, availability of materials, electric power, water for work and drinking purposes, site for labour camps, stores, godowns, extent of lead/lift in work, availability of skilled and unskilled labour etc. that may be encountered in the course of execution of work. In short, he/they should familiarize himself/themselves fully with the conditions of the site and furnish a certificate to this effect, in the Proforma appended as **Annexure-XXXII**.
- (xi) **Two Packet System**  
The tender uploaded by the tenderer(s) will consist of TWO Packets/Files i.e. Packet-I / File-I and Packet-II/File-II.
  1. **“Packet-I/File-I” – Technical Bid** will be opened after closing of uploading of tender (D3) i.e. 08.12.2023 at 03:30 PM. The Bid shall contain (a) Tender form (First sheet);  
(b) All requisite documents mentioned in “ANNEXURE-A and INSTRUCTIONS TO

TENDERER(S) (ITT)” of Tender Document; (c) Complete Tender document duly signed by competent authority at each page. Tenderers are requested to ensure that all such documents and Annexures duly filled and signed by legally authorized signatory are uploaded, completed in all respects with their Packet-I/File-I failing which his/their offer is likely to be rejected/summarily rejected, as applicable.

2. **Packet II/File II-FINANCIAL BID (SECOND PACKET)** shall contain the Financial Bid only and will be uploaded along with File-I/Packet-I on or before the tender opening date D3. Financial Bid of only those tenderer(s) will be opened whose Packet-I/File-I (Technical Bid) is found eligible as per Tender Conditions. The time, date and venue of opening of Packet-II/File-II (Financial Bids) shall be notified to the successful tenderer(s) after evaluation of Packet-I/File-I (Technical Bids). The same shall be opened on due date in the presence of tenderers/their representatives as may wish to attend the same.

**Further, offered rates should be filled up in the BoQ at specified space i.e. Financial Bid Sheet (Packet-II/File-II). Rates offered in any other Proforma/Form shall be summarily rejected.**

- (xii) Tenderer should keep the validity of their offer for **90 days**. Any deviation will not be accepted under any circumstances.
- (xiii) **Tenderer(s) participating in this tender are deemed to have accepted all the conditions given in Tender document.**
- (xiv) The tenderer(s) may note that the HRIDC reserves its right to either accept or reject any Bid/s without assigning any reasons whatsoever and tenderer(s) shall have no claim(s) on this account.
- (xv) Prospective tenderer(s) may contact **General Manager/IE&A, Haryana Rail Infrastructure Development Corporation 5<sup>th</sup> Floor, RailTel Tower, Plot No. 143, Sector- 44, Gurugram, Haryana, 122003** for obtaining further clarifications, if required, **during the working hours.**
- (xvi) **Instructions regarding GST**
- Works contracts shall be treated as supply of services as per Schedule–II GST Act.
  - GST Act and Rules issued from time to time by the Government/ concerned authorities shall be applicable
  - Contractor/ suppliers/ service providers/ parties shall register their firms State wise under GSTIN (GST Identification Number) and submit at the time of opening of tender or before the signing the agreement and shall mention place of business, registered office address and email id.

**Note:**

- 1.The contractor is responsible for paying all the taxes {including goods and services tax (GST as applicable)}, duties, cess, etc. as per the statutory requirements. However, GST



- levied on the invoices raised by the contractor will be temporarily withheld at the time of making payment for the invoice.
2. GST withheld will be released by HRIDC/HORCL on submission of proof i.e., copy of forms GSTR-1 (reflecting the particular invoice) after due verification from the GST portal by the Employer.
- (xvii) The cost of the Tender Documents is non-refundable and Tender Document is not transferable.
- (xviii) The detailed e-tender notice is available on e-procurement portal of Government of Haryana i.e. <https://etenders.hry.nic.in>.
- (xix) As the work indicated in this tender document is to be executed in close vicinity to the running railway track, the Tenderers are expected to meet the required safety guidelines (also mentioned in this document) and keep a constant vigil on safety related aspects. Tenderers are also advised to visit the site before submission of their tenders to understand the need for adopting safety related precautions at the work site.
- (xx) Provisions of Make in India Policy 2017 issued by Govt. of India, as amended from time to time, shall be followed for consideration of tenders.
- (xxi) The tenderers who desire to participate against e-tenders, are advised to electronically register themselves on website <https://etenders.hry.nic.in> for which they would require to obtain Class III digital certificate (if already not obtained) issued by CCA under IT Act-2000. The detailed process for the same is explained in the **Annexure-XXXIII** (Instructions regarding electronic tendering system)
- (xxii) All other terms and conditions in respect of above tender are given in the tender document.
- (xxiii) Only e-tenders will be accepted, and tenders submitted in any other form will be summarily rejected.
- (xxiv) **The tenderer(s) shall abide by the Indian Railways Standard General Conditions of Contract (April-2022) with all corrections slips issued time to time, wherever applicable, in addition to the conditions mentioned in this tender document.**

**General Manager/ IE&A  
Haryana Rail Infrastructure Development Corporation  
5<sup>th</sup> Floor, RailTel Tower  
Plot No. 143, Sector 44  
Gurugram, Haryana, 122003**

**Scanned copy of the Documents to be uploaded along with offer**

S.No.	Document	Required in the form	If Not submitted along with the tender, then
1.	Cost of Tender Document (in terms of Clause 1.4 of Part-1, chapter-1 of ITT)	ONLINE MODE (No documentary proof required)	<b>Summarily Rejected</b>
2.	Bid security/ Earnest Money Deposit (in terms of Clause 5.4 of Part-1, chapter-1 of ITT)	ONLINE MODE (No documentary proof required)	<b>Summarily Rejected</b>
3.	E-Service Fee	ONLINE MODE (No documentary proof required)	<b>Summarily Rejected</b>
4.	Constitution of Firm documents		
(A)	In case of Sole Proprietorship Firm	(i) A copy of notarized Affidavit certifying the Sole Proprietorship of the firm. <b>(Standard Affidavit as per Annexure-XVII)</b>  (ii) An undertaking that he/Sole Proprietorship Firm is not blacklisted or debarred by Railways or any other Ministry / Department of Govt. of India or any other Ministry / Department of Govt. of Haryana from participation in tender on the date of opening of bids, either in individual capacity or as a member of the partnership firm or JV in which he was / is a partner/member. Concealment / wrong information in regard to above shall make the contract liable for determination under Clause 62 of the	<b>Summarily Rejected</b>

		General Conditions of Contract (April-2022).	
(B)	In case of HUF	<p>i) A copy of notarized affidavit on Stamp Paper declaring that he who is submitting the tender on behalf of HUF is in the position of 'Karta' of Hindu Undivided Family (HUF) and he has the authority, power and consent given by other members to act on behalf of HUF.</p> <p>ii) An undertaking that the HUF is not blacklisted or debarred by Railways or any other Ministry / Department of Govt. of India or any other Ministry / Department of Govt. of Haryana from participation in tender on the date of opening of bids, either in individual capacity or as a member of the partnership firm or JV in which HUF was / is a partner/member. Concealment /wrong information in regard to above shall make the contract liable for determination under Clause 62 of the General Conditions of Contract (April-2022)</p>	
(C)	In case of a "Partnership Firm/Concern"	<p>(i) Notary certified copy of the Partnership Deed. <b>OR</b> Document(s) in support of Registration of firm with Registrar of firms viz. Registration certificate/ Form- A &amp; Form-B/ Form C (as applicable) etc. issued by Registrar of firms.</p> <p>(ii) Power of Attorney (duly notarized/registered) in favors of the individual signing the tender documents, agreement and create liability against the Firm. <b>(Standard Performa as per Annexure-XVIII)</b></p>	

		<p>(iii) An undertaking by all the partners of the Partnership Firm that they are not blacklisted or debarred by Railways or any other Ministry / Department of Govt. of India or any other Ministry / Department of Govt. of Haryana from participation in tender on the date of opening of bids, either in individual capacity or as a member of the partnership firm or JV in which HUF was / is a partner/member. Concealment /wrong information in regard to above shall make the contract liable for determination under Clause 62 of the General Conditions of Contract (<b>April-2022</b>)</p>	
(D)	<p>In case of a “JV Firm” <b>(Note:- JV is not applicable for this Tender.)</b></p>	<p>(i) A copy of MOU/JV Agreement duly notarized in accordance with the <b>Annexure-XIX</b> to “General Tender Conditions and Instructions to Tenderers” of Tender Document, duly signed by the Power of Attorney (POA) holders/authorized signatories of all the constituents/members of the JV.</p> <p>(ii) Power of Attorney/ authorization duly Notarized by all JV constituents, in favors of the individual signing the tender document on behalf of the JV. <b>(Standard Performa as per Annexure -XX)</b></p> <p>(iii) An undertaking that the JV is not blacklisted or debarred by Railways or any other Ministry / Department of Govt. of India or any other Ministry / Department of Govt. of Haryana from participation in tender on the date of opening of bids, either in individual capacity or as a member of the partnership firm or JV in which HUF was / is a partner/member.</p>	

		<p>Concealment/wrong information in regard to above shall make the contract liable for determination under Clause 62 of the General Conditions of Contract (<b>April-2022</b>)</p>	
(D) (i)	<p>In case one or more of the members of the JV Firm is/are Partnership Firm(s), following documents shall be submitted:</p>	<p>(i) Notary certified copy of the Partnership Deed <b>or</b> document(s) in support of registration of firm with registrar of firms viz. Registration certificate/ Form-A &amp; Form-B/Form C (as applicable) etc. issued by registrar of firms;</p> <p>(ii) A copy of consent of all the partners or individual authorized by partnership firm to enter into the Joint Venture Agreement on a Stamp Paper of appropriate value (<b>Standard Performa as per Annexure-XXI</b>)</p> <p>(iii) Power of Attorney (duly notarized/registered as per prevailing law) in favour of the individual to sign the MOU/JV Agreement on behalf of the Partnership Firm and create liability against the Firm. (<b>Standard Performa as per Annexure-XXII</b>)</p> <p>iv) An undertaking by all the partners of the Partnership Firm that they are not blacklisted or debarred by Railways or any other Ministry / Department of Govt. of India or any other Ministry / Department of Govt. of Haryana from participation in tender on the date of opening of bids, either in individual capacity or as a member of the partnership firm or JV in which HUF was / is a partner/member. Concealment /wrong information in regard to above shall make the contract liable for determination under Clause 62 of the General Conditions of Contract (<b>April-2022</b>)</p>	

<p>(D) (ii)</p>	<p>In case one or more of the members of the JV Firm is/ are Proprietary Firm or HUF, following documents shall be submitted:</p>	<p>(i) A copy of notarized affidavit on Stamp Paper confirming that his/her Concern is a Proprietary Concern and he/she is Sole Proprietor of the Concern OR he/she is in position of “Karta” of Hindu Undivided Family (HUF) and he/she has the authority, power and consent given by other partners to act on behalf of HUF. <b>(Standard Affidavit as per Annexure-XXIV.</b></p> <p>(ii) An undertaking that he/Sole Proprietary firm/HUF is not blacklisted or debarred by Railways or any other Ministry / Department of Govt. of India or any other Ministry / Department of Govt. of Haryana from participation in tender on the date of opening of bids, either in individual capacity or as a member of the partnership firm or JV in which he was / is a partner/member. Concealment / wrong information in regard to above shall make the contract liable for determination under Clause 62 of the General Conditions of Contract <b>(April-2022).</b></p>	
<p>(D) (iii)</p>	<p>In case one or more members of JV is/ are Limited companies, the following documents shall be submitted:</p>	<p>(i) A notary certified copy of resolutions of the Directors of the Company, permitting the company to enter into a JV agreement, authorizing MD or one of the Directors or Managers of the Company to sign JV MOU/Agreement and such other documents required to be signed on behalf of the Company and enter into liability against the Company and/or do any other act on behalf of the Company. <b>(Standard Performa as per Annexure-XXV)</b></p> <p>(ii) Notarized Copy of <b>Memorandum and Articles of Association</b> of the Company duly registered as per prevailing law.</p>	

		<p>(iii) A copy of Certificate of Incorporation</p> <p>(iv) A copy of Authorization/copy of Power of Attorney issued by the Company (backed by the resolution of Board of Directors) in favor of the individual to sign the tender, sign MOU/JV Agreement on behalf of the company and creates liability against the company. <b>(Standard Performa as per Annexure-XXVI)</b></p> <p>(v) An undertaking that the Company is not blacklisted or debarred by Railways or any other Ministry / Department of Govt. of India or any other Ministry / Department of Govt. of Haryana from participation in tender on the date of opening of bids, either in individual capacity or as a member of the partnership firm or JV in which he was / is a partner/member. Concealment / wrong information in regard to above shall make the contract liable for determination under Clause 62 of the General Conditions of Contract (<b>April-2022</b>).</p>	
<p>(D) (iv)</p>	<p>In case one or more members of JV is/are LLP firm, the following documents shall be submitted/:</p>	<p>(i) A notarized copy of certificate of incorporation and LLP agreement;</p> <p>(ii) A notarized copy of resolution passed by the partners of LLP, permitting the LLP to enter into a JV agreement, authorizing one of the partners of LLP to sign JV MOU/agreement and such other documents required to be signed on behalf of the LLP and to create liability against the LLP and/or to do any other act on behalf of LLP. <b>(Standard Performa as per Annexure -XXVII)</b></p>	

		<p>(iii) A notarized/ registered copy of authorization/copy of power of attorney issued by the LLP (backed by resolution of partners) in favors of individual to sign the tender, sign MOU/JV agreement on behalf of the LLP and creates liability against the LLP. <b>(Standard Performa as per Annexure-XXVIII)</b></p> <p>(iv)An undertaking by all partners of the LLP that LLP firm is not blacklisted or debarred by Railways or any other Ministry / Department of Govt. of India or any other Ministry / Department of Govt. of Haryana from participation in tender on the date of opening of bids, either in individual capacity or as a member of the partnership firm or JV in which he was / is a partner/member. Concealment / wrong information in regard to above shall make the contract liable for determination under Clause 62 of the General Conditions of Contract <b>(April-2022)</b>.</p>	
(E)	In case of a “Company” registered under Companies Act-2013	<p>(i) Copy of the MOA (Memorandum of Association)/AOA (Articles of Association) of the Company;</p> <p>(ii)A copy of Certificate of Incorporation</p> <p>(iii)A copy of notarized/registered Power of Attorney <b>(Standard Performa as per Annexure-XXIX)</b> by the Company (backed by the resolution of Board of Directors) <b>(Standard Performa as per Annexure-XXX)</b> in favors of the individual signing the tender on behalf of the Company and create liability against the company.</p> <p>(iv)An undertaking that the Company is not blacklisted or debarred by Railways</p>	



		<p>or any other Ministry / Department of Govt. of India or any other Ministry / Department of Govt. of Haryana from participation in tender on the date of opening of bids, either in individual capacity or as a member of the partnership firm or JV in which he was / is a partner/member. Concealment / wrong information in regard to above shall make the contract liable for determination under Clause 62 of the General Conditions of Contract (<b>April-2022</b>).</p>	
(F)	<p>In case of a “LLP (Limited Liability Partnership)”</p>	<p>(i) Notarized copy of the LLP Agreement;</p> <p>(ii) A Copy of Certificate of Incorporation; and</p> <p>(iii) A copy of notarized/registered Power of Attorney/authorization issued by the LLP in favors of the individual to sign the tender on behalf of the LLP and create liability against the LLP. <b>(Standard Performa as per Annexure-XXXI)</b></p> <p>(iv) An undertaking by all partners of the LLP that the LLP is not blacklisted or debarred by Railways or any other Ministry / Department of Govt. of India or any other Ministry / Department of Govt. of Haryana from participation in tender on the date of opening of bids, either in individual capacity or as a member of the partnership firm or JV in which he was / is a partner/member. Concealment / wrong information in regard to above shall make the contract liable for determination under Clause 62 of the General Conditions of Contract (<b>April-2022</b>).</p>	

(G)	In case of a Registered Society/ Registered Trust.	<p>(i)A notarized copy of the Certificate of Registration;</p> <p>(ii)Notarized copy of Deed of Formation; and</p> <p>(iii)A notarized/registered copy of Power of Attorney in favors of the individual to sign the tender documents and create liability against the Society/Trust.</p> <p>(iv)An undertaking that Registered Society/ Registered Trust is not blacklisted or debarred by Railways or any other Ministry / Department of Govt. of India or any other Ministry / Department of Govt. of Haryana from participation in tender on the date of opening of bids, either in individual capacity or as a member of the partnership firm or JV in which he was / is a partner/member. Concealment / wrong information in regard to above shall make the contract liable for determination under Clause 62 of the General Conditions of Contract (<b>April-2022</b>).</p>	
5.	Valid Electrical Contractor's Licence for LT/HT issued from the concerned statutory authority	Copy	Summarily Rejected
6.	<p><b><u>Technical Eligibility Criteria</u></b> –</p> <p>As per Clause 10.1 of Tender Form.</p>	Copy	Summarily Rejected

7.	<b>Financial Eligibility Criteria-</b> As per Clause 10.2 of Tender Form. the tenderers shall submit requisite information as per <b>Annexure-VIB</b> along with copies of audited balance sheets duly certified by the chartered Accountant/Certificate from chartered accounted duly supported by Audited Balance sheet.	Copy	Summarily Rejected
8.	<b>Tender Form (First Sheet) Annexure-I</b>	Copy	Liabile to be rejected
9.	<b>Annexure-XXXII</b> Declaration form regarding site etc.	Copy	Liabile to be rejected
10.	<b>Annexure-XXXIV</b> Declaration regarding constitution of firm	Copy	Liabile to be rejected
11.	<b>Annexure-XXXV</b> (Plant and Machinery)	Copy	Liabile to be rejected
12.	<b>Annexure-XXXVI</b> (Engineers/ Personnel)	Copy	Liabile to be rejected
13.	<b>Annexure-XXXVII</b> (Works executed during last seven years ending last day of the month previous to the one in which tender is opened)	Copy	Liabile to be rejected
14.	<b>Annexure-XXXVIII</b> Work in Hand - in support of Credentials.	Copy	Liabile to be rejected
15.	<b>Annexure-XXXIX</b> (Detail of Contractual Payment	Copy	Liabile to be rejected

	received in previous three financial years and the current financial year)		
16.	<b>Annexure-XL</b> (Bank Detail/ RTGS)	Copy	Liabile to be rejected
17.	Completion Certificate*	Copy	Summarily Rejected
18.	<b>Annexure-V</b> Mandatory Affidavit to be submitted by tenderer along with the tender documents	Copy	Summarily Rejected
19.	<b>Annexure-XLII</b> Mandatory Undertaking Regarding Employment/ Partnership of Retired Government of India/ Haryana Employees.	Copy	Summarily Rejected

\* Tenderer should make all efforts to submit the Completion certificate as per **Annexure-XLI**.

## HARYANA RAIL INFRASTRUCTURE DEVELOPMENT CORPORATION LIMITED

### TENDER FORMS (FIRST SHEET)

**Tender No: HRIDC/GGN/ELECT/2023/02**

Name of work **“Shifting/Modification of 11kV SC KMP feeder longitudinal to KMP Expressway in C/w Proposed C-6 Section of HORC Corridor between HORC Chainage: 61.500 to 116.00”**.  
To,

**The Managing Director,**

Haryana Rail Infrastructure Development Corporation Limited

SCO-. 17-19, 3<sup>rd</sup> Floor, Sector-17A, Chandigarh

E-mail: hridc2017@gmail.com

1. Dear Sir, I/We, \_\_\_\_\_ have read the various conditions to tender attached hereto and agree to abide by the said conditions. I/We also agree to keep this tender open for acceptance for a period of 90 (Ninety) days from the date fixed for opening the same and in default thereof, I/We will be liable for forfeiting of my/our “Bid Security”. I/We offer to do the work **“Shifting/Modification of 11kV SC KMP feeder longitudinal to KMP Expressway in C/w Proposed C-6 Section of HORC Corridor between HORC Chainage: 61.500 to 116.00”**. For Haryana Rail Infrastructure Development Corporation Limited, at the rates quoted in the attached schedule and hereby bind myself/ourselves to complete the work in all respects within **06 (Six) months** from the date of issue of letter of acceptance of the tender.
2. I/We also hereby agree to abide by the Indian Railways Standard General Conditions of Contract (April ,2022), with all correction slips issued from time to time and to carry out the work according to the Special Conditions of Contract, Technical Specifications, specifications of materials and Schedule of Rates as laid down by HRIDC in the present contract.
3. **Bid Security INR 4,47,700/- (Rupees Four Lakhs Forty-Seven Thousand Seven Hundred Only)** has already been deposited online. Bid security may be forfeited without prejudice to any other right or remedies in case my/our Tender is accepted and if:
  - a) I/We do not submit the Performance Guarantee within the time specified in the Tender document;
  - b) I/We do not execute the contract documents within seven (7) days after receipt of notice issued by HRIDC that such documents are ready; and

c) I/We do not commence the work within fifteen (15) days after receipt of orders to that effect. without prejudice to any other right or remedies in case my/our Tender is accepted and if:

- i) I/We do not submit the Performance Guarantee within the time specified in the Tender document;
- ii) I/We do not execute the contract documents within seven (7) days after receipt of notice issued by HRIDC that such documents are ready; and
- iii) I/We do not commence the work within fifteen (15) days after receipt of orders to that effect.

4. I/We am/are a Start-up firm registered by ..... Department of Industrial Policy and Promotion (DIPP) and my registration number is ..... valid up to ..... (Copy enclosed) and hence exempted from submission of Bid security/Earnest Money.

5. We are a Labour Cooperative Society and our Registration No. is ..... with .....and hence required to deposit only 50% of Bid security/Earnest Money.

6. Until a formal Contract Agreement is prepared and executed, acceptance of this tender shall constitute a binding contract between us subject to modifications, as may be mutually agreed to between us and indicated in the letter of acceptance of my/our offer for this work.

Signature of Witnesses:

- (1) .....
- (2) .....

.....  
Signature of Tenderer(s)  
Date.....  
Address of the Tenderer(s)  
(Complete postal address)

<b>INSTRUCTIONS TO TENDERER(S) (ITT)</b>	
<b>1.0</b>	<p><b>Applicability:</b> These instructions and conditions of contract shall be applicable for all the tenders and contracts of Railway/HRIDC for execution of ‘Works’ as defined in GFR 2017.</p>
1.01	<p><b>Order of Precedence of Documents:</b> In a contract agreement, in case of any difference, contradiction, discrepancy, with regard to conditions of tender/contract, specifications, drawings, Bill(s) of Quantities etc., forming part of the tender/contract, the following shall be the order of precedence:</p> <ol style="list-style-type: none"> <li>i. Letter of Award/Acceptance(LOA)</li> <li>ii. Bill(s) of Quantities</li> <li>iii. Special Conditions of Contract</li> <li>iv. Technical Specifications as given in tender documents</li> <li>v. Drawings</li> <li>vi. Indian Railways Standard General Conditions of Contract updated with correction slips issued up to date of inviting tender or as otherwise specified in the tender documents.</li> <li>vii. Indian Railways Unified Standard Specification (IRUSS-2019) updated with correction slips issued up to date of inviting tender or as otherwise specified in the tender documents, if applicable in the contract.</li> <li>viii. CPWD Specifications 2019 Vol I &amp; II updated with correction slips issued up to date of inviting tender or as otherwise specified in the tender documents, if applicable in the contract.</li> <li>ix. Indian Railways Unified Standard Specifications (Works and Material) 2010 updated with correction slips issued up to date of inviting tender or as otherwise specified in the tender documents, if applicable in the contract.</li> <li>x. IR Specifications/Guidelines updated with correction slips issued up to date of inviting tender or as otherwise specified in the tender documents.</li> </ol>

	<p>xi. Relevant B.I.S. Codes updated with correction slips issued up to date of inviting tender or as otherwise specified in the tender documents.</p>
<p>1.1</p>	<p><b>Interpretation:</b> These Instructions to Tenderers shall be read in conjunction with the Standard General Conditions of Contract which are referred to herein and shall be subject to modifications additions or suppression by Special Conditions of Contract and/or Special Specifications, if any, annexed to the Tender Forms.</p>
<p>1.2</p>	<p><b>Definition:</b> In these Instructions to Tenderers, the following terms shall have the meanings assigned hereunder except where the context otherwise requires:</p> <p>(a) <b>The expression “Department”/ “Client”/ “HRIDC”/ “Corporation”/ “Employer”/ “Engineer”</b> as used in the tender papers shall mean Haryana Rail Infrastructure Development Corporation (HRIDC) which expression shall also include its legal successors and permitted assignees. GM (IE &amp; ADMIN) /HRIDC/Gurugram will act as Employer Engineer in this tender.</p> <p>(b) <b>“RAILWAY”</b> shall mean the President of the Republic of India or the administrative officers of the Railway or Successor Railway authorized to deal with any matter, which these presents are concerned on his behalf.</p> <p>(c) <b>“MANAGING DIRECTOR”</b> shall mean the Officer in-charge of the General Superintendence and Control of the HRIDC and include their successors. His postal address shall be intimated to the successful Tenderers in due course.</p> <p>(d) <b>“GCC” mean the</b> General Conditions of Contract.</p> <p>(e) <b>“ENGINEER”</b> shall mean the General Manager/IE&amp;A in executive charge of the HRIDC Electrification works and shall include the superior officers of the HRIDC Electrification Project. He is responsible for ensuring that all field works covered by the contract are carried out in accordance with approved designs, drawings and specifications and conditions of contract as agreed to. He is also responsible for prices and terms of payment.</p> <p>(e) <b>“PURCHASER”</b> Means the President of India acting through his accredited officers or any one of them The MD, In-charge of this HRIDC Project (whose address will be intimated in due course) shall be deemed to be one of such accredited officers</p> <p>(f) <b>“TENDERER”</b> shall mean the person / firm / co-operative or company whether incorporated or not who tenders for the works with a view to execute the works on contract with the HRIDC and shall include their representatives, successors and permitted assigns.</p>



(g) **“LIMITED TENDERS”** shall mean tenders invited from all or some contractors on the approved or select list of contractors with the HRIDC.

(h) **“OPEN TENDERS”** shall mean the tenders invited in open and public manner and with adequate notice.

(i) **“WORKS”** shall mean the works contemplated in the drawings and Bill(s) of Quantities set forth in the tender forms and required to be executed according to the specifications.

(j) **“SPECIFICATIONS”** shall mean the Specifications for Materials and Works of the HRIDC as specified under the authority of HRIDC as amplified, added to or superseded by special specifications if any, appended to the Tender Forms.

(k) The **“Contract sum” / “Contract price”** shall mean the sum for which the tender is accepted. -

(l) **“DRAWINGS”** shall mean the maps, drawings, plans and tracings, or prints thereof annexed to the Tender Forms.

(m) **“CONTRACTOR’S AUTHORIZED ENGINEER”** shall mean a graduate engineer or equivalent, having more than 3 years’ experience in the relevant field of construction work involved in the contract, duly approved by the Engineer.

(n) **Date of inviting tender** shall be the date of publishing tender notice on website if tender is published on website or the date of publication in newspaper in case tender is not published on website.

(o) **“Bill of Quantities”** shall mean Schedule of Item(s) included in the tender document along with respective quantities.

(p) **"PURCHASER'S ENGINEERS"** means the Engineers appointed by the Purchaser, who will decide all matters relating to design, manufacture, installation and commissioning of the plant and equipment at site.

	<p>(q) <b>SITE</b>" Means the areas to be taken up by the permanent works, together with any other area or areas as shall be determined by the Purchaser's Engineers, which may be placed at the disposal of the Contractor for the purpose of the contract and also such area or areas used for store yards, works yards or workshop in proximity of the works as the Purchaser' Engineers may have authorized as an extension of the site, irrespective of the terms and conditions under which they are occupied by the Contractor.</p> <p>(r) "<b>CONTRACTOR</b>" shall mean the Person/Firm/LLP/Trust/Co-operative Society or Company whether incorporated or not who enters into the contract with the HRIDC and shall include their executors, administrators, successors and permitted assigns.</p> <p>(s) "<b>CONTRACT</b>" shall mean and include the Agreement, the Work Order, the accepted Bill(s) of Quantities or Chapter(s) HRIDC modified by the tender percentage for items of works quantified, or not quantified, the Standard General Conditions of Contract, the Special Conditions of Contracts, if any; the Drawing, the Specifications, the Special Specifications, if any and Tender Forms, if any.</p> <p>(t) "<b>CONSTRUCTIONAL PLANT</b>" shall mean all appliances or things of whatsoever nature required for the execution, completion or maintenance of the works or temporary works (as hereinafter defined) but does not include materials or other things intended to form or forming part of the permanent work.</p> <p>(u) "<b>TEMPORARY WORKS</b>" shall mean all temporary works of every kind required for the execution completion and/or maintenance of the works.</p> <p>(v) "<b>MAINTENANCE PERIOD</b> " shall mean the specified period of maintenance from the date of completion of the works, as certified by the Engineer.</p> <p>(w) "<b>Letter of Acceptance</b>" means the formal acceptance letter from the HRIDC of the Tender.</p>
1.3	<p>Words importing the singular number shall also include the plural and vice versa where the context requires</p>
1.4	<p><b>COST OF TENDER DOCUMENT:</b></p> <p>Tender Documents will be available on the e-procurement portal <a href="https://etenders.hry.nic.in">https://etenders.hry.nic.in</a> from <b>14.11.2023 at 05:00 PM to 08.12.2023 up to 03:00 PM</b> (D3). The cost of Tender Document will have to be deposited ONLINE. The cost of tender document is <b>Rs. 20,000/- (including GST @ 18%)</b>. This should be paid separately and not included in the Earnest Money of tender.</p>

1.5	<p><b>PERIOD OF COMPLETION: -</b></p> <p>The entire modification work shall be completed within <b>06 Months</b> from the date of issue of the ‘Letter of Acceptance’ to the tenderer.</p>
1.6	<p><b>DESIGN CRITERIA: -</b></p> <p>All the Design and Drawing related to this modification work will be as per DISCOM (DHBVN/UHBVN) Standard/ Specification or as per instruction of HRIDC Engineer.</p>
	<p><b>CREDENTIALS OF CONTRACTORS</b></p>
2.0	<p><b>Application for Registration :</b></p>
2.1	<p>Works of construction and of supply of material shall be entrusted for execution to contractors whose capabilities and financial status have been investigated and approved to the satisfaction of the HRIDC. furnishing particulars regarding:</p> <p>(a) His position as an independent contractor specifying Engineering organization available with details of partners / staff / engineers employed with qualifications and experience;</p> <p>(b) His capacity to undertake and carry out works satisfactorily as vouched for by a responsible official or firm; details about the transport equipment, construction tools and plants etc. required for the work, maintained by him;</p> <p>(c) His previous experience of works similar to that to be contracted for, in proof of which original certificates or testimonials may be called for and their genuineness verified, if needs be, by reference to the signatories thereof;</p> <p>(d) His knowledge from actual personal investigation of the resources of the area/zone or zones in which he offers to work;</p> <p>(e) His ability to supervise the work personally or by competent and duly authorized agent;</p> <p>(f) His financial position;</p>
	<p><b>TENDERS FOR WORKS</b></p>
3.0	<p><b>Tender Form:</b> Tender Forms shall embody the contents of the contract documents either directly or by reference and shall be as per specimen form, <b>Annexure-I</b>. e-Tender Forms shall be issued free of cost to all tenderers.</p>

4.0	<p><b>Omissions &amp; Discrepancies:</b> Should a tenderer find discrepancies in or omissions from the drawings or any of the Tender Forms or should he be in doubt as to their meaning, he should at once notify the authority inviting tenders. The tender inviting authority may, if deemed necessary, clarify the same to all tenderers. It shall be understood that every endeavor has been made to avoid any error which can materially affect the basis of tender and successful tenderer shall take upon himself and provide for the risk of any error which may subsequently be discovered and shall make no subsequent claim on account thereof.</p>				
5.0	<p><b>Bid Security/Earnest Money :-</b></p>				
5.1	<p>(a) The tenderer shall be required to submit the Bid Security with the tender for the due performance with the stipulation to keep the offer open till such date as specified in the tender, under the conditions of tender. The Bid Security shall be as under:</p> <table border="1" data-bbox="360 926 1362 1190"> <thead> <tr> <th data-bbox="360 926 738 1035">Value of the Work</th> <th data-bbox="738 926 1362 1035">Bid Security</th> </tr> </thead> <tbody> <tr> <td data-bbox="360 1035 738 1190">For works estimated to cost more than ₹ 1 crore</td> <td data-bbox="738 1035 1362 1190">₹ 2 lakh plus ½% (half percent) of the excess of the estimated cost of work beyond ₹ 1 crore subject to a maximum of ₹ 1 crore.</td> </tr> </tbody> </table> <p>Note: -</p> <ul style="list-style-type: none"> <li>(i) The Bid Security shall be rounded off to the nearest ₹100. This Bid Security shall be applicable for all modes of tendering.</li> <li>(ii) <b>Any firm recognized by Department of Industrial Policy and Promotion (DIPP) as ‘Startups’ shall be exempted from payment of Bid Security detailed above.</b></li> <li>(iii) <b>Labour Cooperative Societies shall submit only 50% of above Bid Security detailed above.</b></li> </ul> <p>(b) It shall be understood that the tender documents have been issued to the tenderer and the tenderer is permitted to tender in consideration of stipulation on his part, that after submitting his tender he will not resile from his offer or modify the terms and conditions thereof in a manner not acceptable to the</p>	Value of the Work	Bid Security	For works estimated to cost more than ₹ 1 crore	₹ 2 lakh plus ½% (half percent) of the excess of the estimated cost of work beyond ₹ 1 crore subject to a maximum of ₹ 1 crore.
Value of the Work	Bid Security				
For works estimated to cost more than ₹ 1 crore	₹ 2 lakh plus ½% (half percent) of the excess of the estimated cost of work beyond ₹ 1 crore subject to a maximum of ₹ 1 crore.				

	<p>Engineer. Should the tenderer fail to observe or comply with the said stipulation, the aforesaid amount shall be liable to be forfeited to the HRIDC.</p> <p>(c) If his tender is accepted, this Bid Security mentioned in sub para (a) above will be retained as part security for the due and faithful fulfillment of the contract in terms of Clause 16 of the Standard General Conditions of Contract. The Bid Security of other Tenderers shall, save as herein before provided, be returned to them, but the HRIDC shall not be responsible for any loss or depreciation that may happen thereto while in their possession, nor be liable to pay interest thereon.</p>
5.2	<b>The Bid Security shall be deposited via online mode failing which the offer will be summarily rejected.</b>
5.3	<b>Submission of Bid Security/EMD in the form of Bank Guarantee will not applicable for this tender.</b>
5.4	The tender must be accompanied by a sum of ₹ 4,47,700/- ( <b>Rupees Four Lakhs Forty-Seven Thousand Seven Hundred Only</b> ) as Bid security/ Earnest Money deposited via online mode, failing which the tender shall not be considered.
6.0	<b>Care in Submission of Tenders</b>
a(i)	Before submitting a tender, the tenderer will be deemed to have satisfied himself by actual inspection of the site and locality of the works, that all conditions liable to be encountered during the execution of the works are taken into account and that the rates he enters in the tender forms are adequate and all-inclusive to accord with the provisions in Clause-37 of the Standard General Conditions of Contract for the completion of works to the entire satisfaction of the Engineer.

a(ii)	Tenderers will examine the various provisions of The Central Goods and Services Tax Act, 2017(CGST)/ Integrated Goods and Services Tax Act, 2017(IGST)/ Union Territory Goods and Services Tax Act, 2017(UTGST)/ respective state's State Goods and Services Tax Act (SGST) also, as notified by Central/State Govt.& as amended from time to time and applicable taxes before bidding. Tenderers will ensure that full benefit of Input Tax Credit (ITC) likely to be availed by them is duly considered while quoting rates.
(a)(iii)	The successful tenderer who is liable to be registered under CGST/IGST/UTGST/SGST Act shall submit GSTIN along with other details required under CGST/IGST/UTGST/SGST Act to HRIDC immediately after the award of contract, without which no payment shall be released to the Contractor. The Contractor shall be responsible for deposition of applicable GST to the concerned authority.
(a)(iv)	In case the successful tenderer is not liable to be registered under CGST/IGST/UTGST/SGST Act, the HRIDC shall deduct the applicable GST from his/their bills under reverse charge mechanism (RCM) and deposit the same to the concerned authority.
(b)	When work is tendered for by a firm or company, the tender shall be signed by the individual legally authorized to enter into commitments on their behalf.
(c)	The HRIDC will not be bound by any power of attorney granted by the tenderer or by changes in the composition of the firm made subsequent to the execution of the contract. It may, however, recognize such power of attorney and changes after obtaining proper legal advice, the cost of which will be chargeable to the Contractor.
6.1	The tenderers shall submit a copy of certificate stating that all their statements/documents submitted along with bid are true and factual. Standard format of certificate to be submitted by the bidder is enclosed as <b>Annexure-V</b> . In addition to Annexure- V, in case of other than Company/Proprietary firm, Annexure –V(A) shall also be submitted by each member of a partnership firm/Joint Venture (JV)/ Hindu Un-Divided Family (HUF)/Limited Liability Partnership (LLP)etc. as the case may be. Non submission of above certificate(s) by the bidder shall result in <b>summarily rejection</b> of his/their bid. It shall be mandatorily incumbent upon the tenderer to identify state and submit the supporting documents duly self-attested/digitally signed

	<p>by which they/he is qualifying the Qualifying Criteria mentioned in the Tender Document.</p>
6.2	<p><b>TENDER DOCUMENTS:</b> One set of complete tender documents contains the following:</p> <p><b>Packet I – Technical Bid</b> It consists of Top sheet, Tender Notice, Addendum/Corrigendum, if any, Tender form (first sheet) and Instructions to Tenderer(s) along with related Annexures, Special Conditions related to Site Data and Specifications along with related Annexures. The above documents must be uploaded along with all mandatory documents/credentials as directed in Annexure-A of Tender Notice and Instructions to Tenderer(s).</p> <p><b>Packet II – Financial Bid</b> It consists of Schedule of Items and Quantities with provision for quoting of rates in excel sheet (BoQ) online by tenderers. All rates given in BoQ are inclusive of GST and all other taxes.</p>
6.3	<p><b>SUBMISSION OF TENDERS:</b> The offer is to be uploaded online as per date mentioned in Top Sheet &amp; Tender Notice (NIT) along with scanned copy of all the requisite documents mentioned in “Annexure-A and Instructions to Tenderer(s) (ITT)” of Tender Document.</p> <ul style="list-style-type: none"> <li>• Tenderer may have to submit the original documents in physical form at short notice whenever asked by HRIDC at any stage of tender evaluation process or even after finalization of tender.</li> <li>• In E-tender, all submissions of documents are to be uploaded on the eprocurement portal of Government of Haryana i.e. <a href="https://etenders.hry.nic.in">https://etenders.hry.nic.in</a>.</li> </ul> <p>There may be last minute hic-cups and delay in uploading the Documents and payment of Earnest Money etc. Tenderer’s/ Prospective bidders are advised to upload their offer well in time. HRIDC will not be responsible for any delay/non submission of offer due to any reason whatsoever.</p>
	<p><b>CONSIDERATION OF TENDERS</b></p>
7.	<p><b>Right of HRIDC to Deal with Tenders:</b> The HRIDC reserves the right of not to invite tenders for any of HRIDC work or works or to invite open or limited tenders and when tenders are called to accept a tender in whole or in part or reject any tender or all tenders without assigning reasons for any such action. In case if tender is accepted in part by</p>

	<p>HRIDC administration, Letter of Acceptance shall be issued as counter offer to the Tenderer, which shall be subject to acceptance by the Tenderer.</p>
7A.	<p><b>Double Packets System of Tendering:</b> Two Packet System applicable for this tender.</p> <p><b>“Packet-I/File-I” – Technical Bid</b> will be opened after closing of uploading of tender (D3) i.e. 08.12.2023 at 03:30 PM. The Bid shall contain (a) Tender form (First sheet); (b) All requisite documents mentioned in “ANNEXURE-A and INSTRUCTIONS TO TENDERER(S) (ITT)” of Tender Document; (c) Complete Tender document duly signed by competent authority at each page. Tenderers are requested to ensure that all such documents and Annexures duly filled and signed by legally authorized signatory are uploaded, completed in all respects with their Packet-I/File-I failing which his/their offer is likely to be rejected/summarily rejected, as applicable.</p> <p><b>Packet II/File II-FINANCIAL BID (SECOND PACKET)</b> shall contain the Financial Bid only and will be uploaded along with File-I/Packet-I on or before the tender opening date D3. Financial Bid of only those tenderer(s) will be opened whose Packet-I/File-I (Technical Bid) is found eligible as per Tender Conditions. The time, date and venue of opening of Packet-II/File-II (Financial Bids) shall be notified to the successful tenderer(s) after evaluation of Packet-I/File-I (Technical Bids). The same shall be opened on due date in the presence of tenderers/their representatives as may wish to attend the same.</p> <p><b>Further, offered rates should be filled up in the BoQ at specified space i.e. Financial Bid Sheet (Packet-II/File-II). Rates offered in any other Proforma/Form shall be summarily rejected.</b></p>
7B.	<p><b>Pre Bid Conference:</b> Not applicable</p>
7C.	<p><b>Make in India Policy:</b> Provisions of Make in India Policy 2017 issued by Govt. of India, as amended from time to time, shall be followed for consideration of tenders.</p>
7D.	<p><b>Permission to Bid for a bidder from a country which shares Land boundary with India:</b> Any bidder from the countries sharing a land border with India will be eligible to bid in any procurement of works (including turnkey projects) only if the bidder is registered with the Competent Authority. The Competent Authority for registration</p>



	<p>will be the Registration Committee constituted by the Department for Promotion of Industry and Internal Trade (DPIIT), Government of India. For interpretation of this para, Department of Expenditure, Ministry of Finance, Government of India letter F.No.6/18/2019-PPD dated 23/07/2020 shall be referred.</p>
7E.	<p><b>Clarification of Bids:</b> To assist in the examination, evaluation &amp; comparison and pre-qualification of the Tender, the HRIDC may, at its discretion, ask any Bidder for a clarification of its Bid. Any clarification submitted by a Bidder that is not in response to a request by the HRIDC shall not be entertained or considered. The HRIDC request for clarification and the response of the bidder in this regard shall be in writing. However, if a Bidder does not provide clarification of its bid by the date and time communicated in the HRIDC request for clarification, the bid shall be evaluated as per the documents submitted along with the bid.</p>
8.	<p><b>Execution of Contract Document:</b> The Tenderer whose tender is accepted shall be required to appear in person at the office of <b>General Manager/IE&amp;A</b>, as the case may be, or if tenderer is a firm or corporation, a duly authorized representative shall appear (there would be no need for appear in person if agreement is signed digitally) and execute the contract agreement within seven days of notice from HRIDC that the Contract Agreement is ready. Failure to do so shall constitute a breach of the agreement affected by the acceptance of the tender. The Contract Agreement shall be entered into by HRIDC only after submission of valid Performance Guarantee by the Contractor. In such cases the HRIDC may determine that such tenderer has abandoned the contract and there upon his tender and acceptance thereof shall be treated as cancelled and the HRIDC shall be entitled to forfeit the full amount of the Bid Security and other dues payable to the Contractor under this contract. The failed Contractor shall be debarred from participating in the re-tender for that work.</p>
9.	<p><b>Form of Contract Document:</b> Every contract shall be complete in respect of the document it shall so constitute. Not less than 2 copies of the contract document shall be signed by the competent authority and the Contractor and one copy given to the Contractor (there would be no need of signing two copies if agreement is signed digitally).</p>
(a)	<p>For Zone Contracts, awarded on the basis of the percentage above or below the applicable chapter(s) of Standard Schedule of Rates (SSOR) for the whole or part of</p>

	<p>financial year, the contract agreement required to be executed by the tenderer whose tender is accepted shall be as per specimen form, Annexure-II. During the currency of the Zone Contract, work orders as per specimen form Annexures-III, for works not exceeding ₹ 5,00,000 each, shall be issued by the Engineer under the agreement for Zone Contract.</p>
(b)	<p>For contracts for specific works, the contract document required to be executed by the tenderer whose tender is accepted shall be an agreement as per specimen form <b>Annexure- IV.</b></p>

<b>TENDER FORM ( Second sheet )</b>	
<b>1.</b>	<p><b>Instructions to Tenderers and Conditions of Tender:</b> The following documents form part of Tender / Contract:</p> <ul style="list-style-type: none"> <li>(a) Tender Forms – First Sheet and Second Sheet</li> <li>(b) Special Conditions/Specifications (enclosed)</li> <li>(c) Bill(s) of quantities (enclosed)</li> <li>(d) Standard General Conditions of Contract and Standard Specifications (Works and Materials) of Indian Railways as amended/corrected up to latest correction slips, copies of which can be seen in the General Manager/IE&amp; A office, Gurugram on payment of prescribed charges.</li> <li>(e) All general and detailed drawings pertaining to this work which will be issued by the Engineer or his representatives (from time to time) with all changes and modifications.</li> </ul>
<b>2.</b>	<p><b>Drawings for the Work:</b> All the Design and Drawing related to this modification work will be as per DISCOM (DHBVN/UHBVN) Standard/ Specification or as per satisfaction of HRIDC Engineer. The Drawing for the work can be seen in the office of the General Manager/IE&amp; A office, Gurugram (Furnished by Contractor) at any time during the office hours. The drawings are only for the guidance of Tenderer(s). Detailed working drawings (if required) based generally on the drawing mentioned above, will be given by the Engineer or his representative from time to time.</p>
<b>3.</b>	<p>The Tenderer(s) shall quote his / their rates as a percentage above/below or at par the Estimated cost of this tender shown in the Bill(s) of Quantities. The quantities shown in the attached Bill(s) of Quantities are given as a guide and are approximate only and are subject to variation according to the needs of the HRIDC. The HRIDC does not guarantee work under each item of the Bill(s) of Quantities. The tenderer(s) shall quote rates / rebates only at specified place in Tender Form supplied by HRIDC. Any revision of rates / rebates submitted (quoted) through a separate letter whether enclosed with the bid (Tender Form) or submitted separately or mentioned elsewhere in the document other than specified place shall be summarily ignored and will not be considered.</p>

4.	Tenders containing erasures and / or alterations of tender documents are liable to be rejected. Any correction made by tender(s) in his/their entries must be attested by him / them.
5.	The works are required to be completed within a period of <b>06 months</b> from the date of issue of acceptance letter.
6.	<b>Bid Security/EMD :-</b>
	<p>(a) Subject to exemptions provided under para 5(1) (a) of Part-1 (ITT) of this document, the tender must be accompanied by a Bid Security as mentioned in tender documents, failing which the tender shall be summarily rejected.</p> <p>(b) The Tenderer(s) shall keep the offer open for a minimum period of <b>90 days</b> from the date of closing of the Tender. It is understood that the tender documents have been issued to the Tenderer(s) and the Tenderer(s), is / are permitted to tender in consideration of the stipulation on his / their part that after submitting his / their tender subject to the period being extended further, if required by mutual agreement from time to time, he will not resile from his offer or modify the terms and conditions thereof in a manner not acceptable to HRIDC. Should the tenderer fail to observe or comply with the foregoing stipulation, the amount deposited or Bank guarantee bond submitted as Bid Security for the due performance of the above stipulation, shall be forfeited to the HRIDC.</p> <p>(c) If his tender is accepted,</p> <p>(i) The Bid Security mentioned in sub para(a) above deposited in cash through e-payment gateway will be retained as part security for the due and faithful fulfilment of the contract in terms of Clause 16 of the Standard General Conditions of Contract;</p> <p>(ii) The Bid Security mentioned in sub para(a) above submitted as Bank guarantee bond, will be encashed as part security for the due and faithful fulfilment of the contract in terms of Clause 16 of the Standard General Conditions of Contract. The Bid Security of other Tenderers shall, save as herein before provided, be returned to them, but the HRIDC shall not be responsible for any loss or depreciation to the Bid Security that may happen thereto while in their possession, nor be liable to pay interest thereon.</p> <p>(d) In case Contractor submits the Term Deposit Receipt/Bank Guarantee Bond</p>

	<p>towards either the Full Security Depositor the Part Security Deposit equal to or more than Bid Security, the HRIDC shall return the Bid Security so retained as per sub para(c) above, to the Contractor.</p>
7.	<p><b>Rights of the HRIDC to deal with Tender:</b> The authority for the acceptance of the tender will rest with the HRIDC. It shall not be obligatory on the said authority to accept the lowest tender or any other tender, and tenderer(s) shall neither demand any explanation for the cause of rejection of his/ their tender nor the HRIDC to assign reasons for declining to consider or reject any particular tender or tenders.</p>
8.	<p>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 HRIDC reserves the right to reject such tender at any stage.</p>
9.	<p>If any partner(s) of a partnership firm expires after the submission of its tender or after the acceptance of its tender, the HRIDC shall deem such tender as cancelled/contract as terminated under clause 61 of the Standard General Conditions of Contract, unless the firm retains its character as per partnership agreement. If a sole proprietor expires after the submission of tender or after the acceptance of tender, the HRIDC shall deem such tender as cancelled / contract as terminated under clause 61 of the Standard General Conditions of Contract.</p>
10.0	<p><b>Eligibility Criteria:</b></p>
10.1	<p><b>Technical Eligibility Criteria:</b></p> <ul style="list-style-type: none"> <li>(a) The tenderer must have successfully completed or substantially completed any one of the following categories of work(s) during last 07 (seven) years, ending last day of month previous to the one in which tender is invited: <ul style="list-style-type: none"> <li>(i) Three similar works each costing not less than the amount equal to 30% of advertised value of the tender, or</li> <li>(ii) Two similar works each costing not less than the amount equal to 40% of advertised value of the tender, or</li> </ul> </li> </ul>

(iii) One similar work costing not less than the amount equal to 60% of advertised value of the tender.

**(b) (1)** In case of tenders for composite works (e.g. works involving more than one distinct component, such as Civil Engineering works, S&T works, Electrical works, OHE works etc. and in the case of major bridges – substructure, superstructure etc.), tenderer must have successfully completed or substantially completed any one of the following categories of work(s) during last 07 (seven) years, ending last day of month previous to the one in which tender is invited:

- (i) Three similar works each costing not less than the amount equal to 30% of advertised value of each component of tender, or
- (ii) Two similar works each costing not less than the amount equal to 40% of advertised value of each component of tender, or
- (iii) One similar work each costing not less than the amount equal to 60% of advertised value of each component of tender.

Note for b (1): Separate completed works of minimum required values shall also be considered for fulfillment of technical eligibility criteria for different components.

**(b) (2)** In such cases, what constitutes a component in a composite work shall be clearly pre-defined with estimated tender cost of it, as part of the tender documents without any ambiguity.

**(b) (3)** To evaluate the technical eligibility of tenderer, only components of work as stipulated in tender documents for evaluation of technical eligibility, shall be considered. The scope of work covered in other remaining components shall be either executed by tenderer himself if he has work experience as mentioned in clause 7 of the Standard General Conditions of Contractor through subcontractor fulfilling the requirements as per clause 7 of the Standard General Conditions of Contract or jointly i.e., partly himself and remaining through subcontractor, with prior approval of Engineer in writing.

However, if required in tender documents by way of Special Conditions, a formal agreement duly notarized, legally enforceable in the court of law, shall be executed by the main contractor with the subcontractor for the component(s) of work proposed to be executed by the subcontractor(s), and shall be submitted along with the offer for considering subletting of that scope of work towards fulfillment of technical eligibility. Such subcontractor must fulfill technical eligibility criteria as follows:

The subcontractor shall have successfully completed at least one work similar to work proposed for subcontract, costing not less than 35% value of work to be subletted,

in last 5 years, ending last day of month previous to the one in which tender is invited through a works contract.

*Note: for subletting of work costing up to Rs 50 lakh, no previous work experience of subcontractor shall be asked for by the HRIDC.*

In case after award of contract or during execution of work it becomes necessary for contractor to change subcontractor, the same shall be done with subcontractor(s) fulfilling the requirements as per clause 7 of the Standard General Conditions of Contract, with prior approval of General Manager in writing.

**Note for Item 10.1:**

Work experience certificate from private individual shall not be considered. However, in addition to work experience certificates issued by any Govt. Organisation, work experience certificate issued by Public listed company having average annual turnover of Rs 500 crore and above in last 3 financial years excluding the current financial year, listed on National Stock Exchange or Bombay Stock Exchange, incorporated/registered at least 5 years prior to the date of closing of tender, shall also be considered provided the work experience certificate has been issued by a person authorized by the Public listed company to issue such certificates.

In case tenderer submits work experience certificate issued by public listed company, the tenderer shall also submit along with work experience certificate, the relevant copy of work order, bill of quantities, bill wise details of payment received duly certified by Chartered Accountant, TDS certificates for all payments received and copy of final/last bill paid by company in support of above work experience certificate.

**(c) Definition of SIMILAR Work: -**

**“Any Electrical work related to HT/LT installations.”**

**The following will be applicable in evaluating the eligibility:**

Similar nature of work physically completed within the qualifying period i.e., the last Seven years ending last day of month previous to the one in which tender is invited (even though the work might have commenced before the qualifying period) should only be considered in evaluating the eligibility criteria.

**10.2.**

**Financial Eligibility Criteria:** The tenderer must have minimum average annual contractual turnover of ‘V/N’ or ‘V’ whichever is less; where: -

V= Advertised value of the tender in crores of Rupees.

	<p>N= Number of years prescribed for completion of work for which bids have been invited.</p> <p>The average annual contractual turnover shall be calculated as an average of “total contractual payments” in the previous three financial years, as per the audited balance sheet. However, in case balance sheet of the previous year is yet to be prepared/ audited, the audited balance sheet of the fourth previous year shall be considered for calculating average annual contractual turnover.</p> <p>The tenderers shall submit requisite information as per Annexure-VIB along with copies of Audited Balance Sheets duly certified by the Chartered Accountant/ Certificate from Chartered Accountant duly supported by Audited Balance Sheet.</p>
<p><b>10.3</b></p>	<p><b>Bid Capacity: These criteria shall not be applicable for this tender.</b></p>
<p><b>10.4</b></p>	<p>No Technical and Financial credentials are required for tenders having advertised value up to Rs 50 lakh.</p>
<p><b>10.5</b></p>	<p>Credentials if submitted in foreign currency shall be converted into Indian currency i.e., Indian Rupee as under:</p> <p>The conversion rate of US Dollars into Rupees shall be the daily representative exchange rates published by the Reserve Bank of India or entity authorized by RBI to do so for the relevant date or immediately previous date for which rates have been published. Where, relevant date shall be as on the last day of month previous to the one in which tender is invited. In case of any other currency, the same shall first be converted to US Dollars as on the last day of month previous to the one in which tender is invited, and the amount so derived in US Dollars shall be converted into Rupees at the aforesaid rate. The conversion rate of such currencies shall be the daily representative exchange rates published by the International Monetary Fund for the relevant date or immediately previous date for which rates have been published.</p> <p>[Explanation for Para 10 of the Tender Form (Second Sheet) including Para 10.1 to 10.5 - Eligibility Criteria:</p> <ol style="list-style-type: none"> <li>1. Substantially Completed Work means an ongoing work in which payment equal to or more than 90% of the present contract value (excluding the payment made for adjustment of Price variation (PVC), if any) has been made to the contractor in that ongoing contract and no proceedings of termination of contract on Contractor’s default has been initiated. The credential certificate in this regard should have been issued not prior to 60 days of date of invitation of present tender.</li> </ol>



2. In case a work is started prior to 07 (seven) years, ending last day of month previous to the one in which tender is invited, but completed in last 07 (seven) years, ending last day of month previous to the one in which tender is invited, the completed work shall be considered for fulfillment of credentials.
3. If a work is physically completed and completion certificate to this extent is issued by the concerned organization but final bill is pending, such work shall be considered for fulfillment of credentials
4. In case of completed work, the value of final bill (gross amount) including the PVC amount (if paid) shall be considered as the completion cost of work. In case final bill is pending, only the total gross amount already paid including the PVC amount (if paid) shall be considered as the completion cost of work.  

In case of substantially completed work, the total gross amount already paid including the PVC amount (if paid), as mentioned in the certificate, shall be considered as the cost of substantially completed work.
5. If a bidder has successfully completed a work as subcontractor and the work experience certificate has been issued for such work to the subcontractor by a Govt. Organization or public listed company as defined in Note for Item 10.1 Para 10 of the Tender Form (Second Sheet), the same shall be considered for the purpose of fulfillment of credentials.
6. In case a work is considered similar in nature for fulfillment of technical credentials, the overall cost including the PVC amount (if paid) of that completed work or substantially completed work, shall be considered and no separate evaluation for each component of that work shall be made to decide eligibility.
7. In case of newly formed partnership firm, the credentials of individual partners from previous propriety firm(s) or dissolved previous partnership firm(s) or split previous partnership firm(s), shall be considered only to the extent of their share in previous entity on the date of dissolution / split and their share in newly formed partnership firm. For example, a partner A had 30% share in previous entity and his share in present partnership firm is 20%. In the present tender under consideration, the credentials of partner A will be considered to the extent of  $0.3 \times 0.2$  value of the work done in the previous entity. For this purpose, the tenderer shall submit along with his bid all the relevant documents which include copy of previous partnership deed(s), dissolution deed(s) and proof of surrender of PAN No.(s) in case of dissolution of partnership firm(s) etc.
8. In case of existing partnership firm, if any one or more partners quit the partnership firm, the credentials of remaining partnership firm shall be re-worked out i.e., the quitting partner(s) shall take away his credentials to the extent of his share on the

date of quitting the partnership firm(e.g. in a partnership firm of partners A, B & C having share 30%, 30% & 40% respectively and credentials of Rs 10 crore; in case partner C quits the firm, the credentials of this partnership firm shall remain as Rs 6 crore). For this purpose, the tenderer shall submit along with his bid all the relevant documents which include copy of previous partnership deed(s), dissolution deed(s) and proof of surrender of PAN No.(s) in case of dissolution of partnership firm(s) etc.

9. In case of existing partnership firm if any new partner(s) joins the firm without any modification in the name and PAN/TAN no. of the firm, the credentials of partnership firm shall get enhanced to the extent of credentials of newly added partner(s) on the same principles as mentioned in item 6 above. For this purpose, the tenderer shall submit along with his bid all the relevant documents which include copy of previous partnership deeds, dissolution/splitting deeds and proof of surrender of PAN No.(s) in case of dissolution of partnership firm etc.
10. Any partner in a partnership firm cannot use or claim his credentials in any other firm without leaving the partnership firm i.e., In a partnership firm of A&B partners, A or B partner cannot use credentials of partnership firm of A&B partners in any other partnership firm or propriety firm without leaving partnership firm of A&B partners.
11. In case a partner in a partnership firm is replaced due to succession as per succession law, the proportion of credentials of the previous partner will be passed on to the successor.
12. If the percentage share among partners of a partnership firm is changed, but the partners remain the same, the credentials of the firm before such modification in the share will continue to be considered for the firm as it is without any change in their value. Further, in case a partner of partnership firm retires without taking away any credentials from the firm, the credentials of partnership firm shall remain the same as it is without any change in their value.
13. In a partnership firm “AB” of A&B partners, in case A also works as propriety firm “P” or partner in some other partnership firm “AX”, credentials of A in propriety firm “P” or in other partnership firm “AX” earned after the date of becoming a partner of the firm AB shall not be added in partnership firm AB.
14. In case a tenderer is LLP, the credentials of tenderer shall be worked out on above lines similar to a partnership firm.
15. In case company A is merged with company B, then company B would get the credentials of company A also.

<b>11.</b>	<p><b>Tenderer Credentials :-</b></p> <p>Documents testifying tenderer previous experience and financial status should be produced along with the tender.</p> <p>Tenderer(s) shall submit along with his / their tender:</p> <ul style="list-style-type: none"> <li>(i) Certificates and testimonials regarding contracting experience for the type of job for which tender is invited with list of works carried out in the past.</li> <li>(ii) Audited Balance Sheet duly certified by the Chartered Accountant regarding contractual payments received in the past.</li> <li>(iii) The list of personnel / organization on hand and proposed to be engaged for the tendered work. Similarly list of Plant &amp; Machinery available on hand and proposed to be inducted and hired for the tendered work.</li> <li>(iv) A copy of certificate stating that they are not liable to be disqualified and all their statements/documents submitted along with bid are true and factual. Standard format of the certificate to be submitted by the bidder is enclosed as <b>Annexure-V</b>. In addition to Annexure-V, in case of other than Company/Proprietary firm Annexure- V(A) shall be submitted by each member of a partnership firm/Joint venture(JV)/Hindu Undivided Family(HUF)/Limited Liability Partnership(LLP) etc. as the case may be. Non submission of a copy of certificate by the bidder shall result in summarily rejection of his/their bid. It shall be mandatorily incumbent upon the tenderer to identify state and submit the supporting documents duly self-attested / digitally signed by which they/he are/is qualifying the Qualifying Criteria mentioned in the Tender Document.</li> <li>(v) The HRIDC reserves the right to verify all statements, information and documents submitted by the bidder in his tender offer, and the bidder shall, when so required by the HRIDC, make available all such information, evidence and documents as may be necessary for such verification. Any such verification or lack of such verification, by the HRIDC shall not relieve the bidder of its obligations or liabilities hereunder nor will it affect any rights of the HRIDC there under.</li> <li>(vi) (a) In case of any information submitted by tenderer is found to be false, forged or incorrect at any time during process for evaluation of tenders, it shall lead to forfeiture of the tender Bid Security besides banning of business for a period of up to two years.</li> </ul>
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	<p>(b) In case of any information submitted by tenderer is found to be false, forged or incorrect after the award of contract, the contract shall be terminated. Bid Security, Performance Guarantee and Security Deposit available with the HRIDC shall be forfeited. In addition, other dues of the contractor, if any, under this contract shall be forfeited and agency shall be banned for doing business for a period of up to two years.</p>
12.	<p>Non-compliance with any of the conditions set forth therein above is liable to result in the tender being rejected.</p>
13.	<p><b>Execution of Contract Documents:</b> The successful Tenderer(s) shall be required to execute an agreement with the President of India acting through the <b>General Manager/IE&amp;A, HRIDC, Gurugram</b> for carrying out the work according to the Standard General Conditions of Contract, Special Conditions / Specifications annexed to the tender and Standard Specifications (Works and Materials) of HRIDC as amended/corrected up to latest correction slips, mentioned in tender form (First Sheet).</p>
14.	<p><b>Documents to be submitted Along with Tender :-</b></p>
	<p>(i)The tenderer shall clearly specify whether the tender is submitted on his own (Proprietary Firm) or on behalf of a Partnership Firm / Company / Joint Venture (JV) / Registered Society / Registered Trust / Hindu Undivided Family (HUF) / Limited Liability Partnership (LLP) etc. The tenderer(s) shall enclose the attested copies of the constitution of their concern, and copy of PAN Card along with their tender. Tender Documents in such cases are to be signed by such persons as may be legally competent to sign them on behalf of the firm, company, association, trust or society, as the case may be.</p> <p>(ii) Following documents shall be submitted by the tenderer:</p> <p>(a) <b>Sole Proprietorship Firm:</b></p> <p>(i) All documents in terms of Para 4(A) of Annexure-A .</p> <p>(b) <b>HUF:</b></p> <p>(i) A copy of notarized affidavit on Stamp Paper declaring that he who is submitting the tender on behalf of HUF is in the position of ‘Karta’ of Hindu Undivided Family (HUF) and he has the authority, power and consent given by other members to act on behalf of HUF.</p>

- (ii) All documents in terms of Para 4(B) of Annexure-A.
- (c) **Partnership Firm:**
  - (i) All documents in terms of Para 4(C) of Annexure-A.
- (d) **Joint Venture (JV): Not Applicable for this Tender.**
- (e) **Company registered under Companies Act 2013:**
  - (i) The copies of **MOA (Memorandum of Association) / AOA (Articles of Association)** of the company
  - (ii) A copy of Certificate of Incorporation
  - (iii) A copy of Authorization/Power of Attorney issued by the Company (backed by the resolution of Board of Directors) in favour of the individual to sign the tender on behalf of the company and create liability against the company.
  - (iv) All other documents in terms Para 4(E) of Annexure-A.
- (f) **LLP (Limited Liability Partnership):**
  - (i) A copy of LLP Agreement
  - (ii) A copy of Certificate of Incorporation
  - (iii) A copy of Power of Attorney/Authorization issued by the LLP in favour of the individual to sign the tender on behalf of the LLP and create liability against the LLP.
  - (iv) An undertaking by all partners of the LLP that they are not blacklisted or debarred by HRIDC or any other Ministry / Department of the Govt. of India from participation in tenders / contracts as on the date of submission of bids, either in their individual capacity or in any firm/LLP or JV in which they were / are partners/members. Concealment / wrong information in regard to above shall make the contract liable for determination under Clause 62 of the Standard General Conditions of Contract.
  - (v) All other documents in terms of Para 4(F) of Annexure-A.
- (g) **Registered Society & Registered Trust:**
  - (i) A copy of Certificate of Registration
  - (ii) A copy of Memorandum of Association of Society/Trust Deed
  - (iii) A copy of Power of Attorney in favour of the individual to sign the tender documents and create liability against the Society/Trust.
  - (iv) A copy of Rules & Regulations of the Society
  - (v) All other documents in terms of Para 4(G) of Annexure-A.

	<p>(iii) If it is NOT mentioned in the submitted tender that tender is being submitted on behalf of a Sole Proprietorship firm / Partnership firm / Joint Venture / Registered Company etc., then the tender shall be treated as having been submitted by the individual who has signed the tender.</p> <p>(iv) After opening of the tender, any document pertaining to the constitution of Sole Proprietorship Firm / Partnership Firm / Registered Company/ Registered Trust / Registered Society / HUF/LLP etc. shall be neither asked nor considered, if submitted. Further, no suo moto cognizance of any document available in public domain (i.e., on internet etc.) or in HRIDC record/office files etc. will be taken for consideration of the tender, if no such mention is available in tender offer submitted.</p> <p>(v) A tender from JV shall be considered only where permissible as per the tender conditions.</p> <p>(vi) The HRIDC will not be bound by any change of power of attorney or in the composition of the firm made subsequent to the submission of tender. HRIDC may, however, recognize such power of attorney and changes after obtaining proper legal advice, the cost of which will be chargeable to the Contractor.</p>
<p><b>15.</b></p>	<p>The tenderer whether sole proprietor / a company or a partnership firm/registered society / registered trust / HUF / LLP etc if they want to act through agent or individual partner(s), should submit along with the tender, a copy of power of attorney duly stamped and authenticated by a Notary Public or by Magistrate in favour of the specific person whether he/they be partner(s) of the firm or any other person, specifically authorizing him/them to sign the tender, submit the tender and further to deal with the Tender/ Contract up to the stage of signing the agreement except in case where such specific person is authorized for above purposes through a provision made in the partnership deed / Memorandum of Understanding / Article of Association /Board resolution, failing which tender shall be summarily rejected.</p> <p>A separate power of attorney duly stamped and authenticated by a Notary Public or by Magistrate in favour of the specific person whether he/they be partner(s) of the firm or any other person, shall be submitted after award of work, specifically authorizing him/them to deal with all other contractual activities subsequent to signing of agreement, if required.</p> <p>Note: A Power of Attorney executed and issued overseas, the document will also have to be legalized by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney is being issued. However, the Power of Attorney provided by Bidders from</p>

	<p>countries that have signed The Hague Legislation Convention 1961 are not required to be legalized by the Indian Embassy if it carries a conforming Apostille certificate.</p>
<p><b>16.</b></p>	<p><b>Employment/Partnership etc. of Retired Railway Employees :-</b></p>
	<p>(a) <b>Should a tenderer</b></p> <p>i) be a retired Engineer of the gazetted rank or any other gazetted officer working before his retirement, whether in the executive or administrative capacity or whether holding a pensionable post or not, in the Engineering or any other department of any of the railways owned and administered by the President of India for the time being, OR</p> <p>ii) being partnership firm / joint venture (JV) / registered society / registered trust etc have as one of its partners/members a retired Engineer of the gazetted rank or any other gazetted officer working before his retirement, OR</p> <p>iii) being an incorporated company have any such retired Engineer of the gazetted rank or any other gazetted officer working before his retirement as one of its directors</p> <p style="text-align: center;"><b>AND</b></p> <p>in case where such Engineer or officer had not retired from government service at least 1 year prior to the date of submission of the tender</p> <p style="text-align: center;"><b>THEN</b></p> <p>the tenderer will give full information as to the date of retirement of such Engineer or gazetted officer from the said service and as to whether permission for taking such contract, or if the Contractor be a partnership firm or an incorporated company, to become a partner or director as the case may be, has been obtained by the tenderer or the Engineer or officer, as the case may be from the President of India or any officer, duly authorized by him in this behalf, shall be clearly stated in writing at the time of submitting the tender.</p> <p>b) In case, upon successful award of contract, should a tenderer depute for execution of the works under or to deal matters related with this contract, any retired Engineer of gazetted rank or retired gazetted officer working before his retirement in the Engineering or any other department of any of the railways owned and administered by the President of India for the time being, and now in his employment, then the tenderer will ensure that retired Engineer or retired</p>

	<p>gazetted officer had retired from government service at least 1 year prior to the date of his employment with tenderer and in case he had retired from service within a year then he possesses the requisite permission from the President of India or any officer, duly authorized by him in this behalf, to get associated with the tenderer.</p> <p>c) Should a tenderer or Contractor being an individual, have member(s) of his family or in the case of partnership firm/ company / joint venture (JV) / registered society / registered trust etc. one or more of his partner(s)/shareholder(s) or member(s) of the family of partner(s)/shareholder(s) having share of more than 1% in the tendering entity employed in gazetted capacity in the Engineering or any other department of the railway, then the tenderer at the time of submission of tender, will inform the authority inviting tenders the details of such persons.</p> <p>Note: -If information as required as per 16.a), b), c) above has not been furnished, contract is liable to be dealt in accordance with provision of clause 62 of the Standard General Condition of contract.</p>
	<p><b>JOINT VENTURE (JV) IN WORKS TENDERS :-</b></p>
17.	<p><b>Participation of Joint Venture (JV) in Works Tender: Joint Venture is not applicable for this tender.</b></p>
18.	<p><b>Participation of Partnership Firms in works tenders:-</b></p>
18.1	<p>The Partnership Firms participating in the tender should be legally valid under the provisions of the Indian Partnership Act.</p>
18.2	<p>The partnership firm should have been in existence or should have been formed prior to submission of tender. Partnership firm should have either been registered with the Registrar or the partnership deed should have been notarized as per the Indian Partnership Act, prior to submission of tender.</p>
18.3	<p>Separate identity / name should be given to the partnership firm. The partnership firm should have PAN / TAN number in its own name and PAN / TAN number in the name</p>



	<p>of any of the constituent partners shall not be considered. The valid constituents of the firm shall be called partners.</p>
18.4	<p>Once the tender has been submitted, the constitution of the firm shall not normally be allowed to be modified / altered / terminated during the validity of the tender as well as the currency of the contract except when modification becomes inevitable due to succession laws etc., in which case prior permission should be taken from HRIDC and in any case the minimum eligibility criteria should not get vitiated. The re-constitution of firm in such cases should be followed by a notary certified Supplementary Deed. The approval for change of constitution of the firm, in any case, shall be at the sole discretion of the HRIDC and the tenderer shall have no claims what-so-ever. Any change in the constitution of Partnership firm after submission of tender shall be with the consent of all partners and with the signatures of all partners as that in the Partnership Deed. Failure to observe this requirement shall render the offer invalid and full Bid Security shall be forfeited.</p> <p>i) If any Partner/s withdraws from the firm after submission of the tender and before the award of the contract, the offer shall be rejected and Bid Security of the tenderer will be forfeited. If any new partner joins the firm after submission of tender but prior to award of contract, his / her credentials shall not qualify for consideration towards eligibility criteria either individually or in proportion to his share in the previous firm. In case the tenderer fails to inform HRIDC beforehand about any such changes / modification in the constitution which is inevitable due to succession laws etc. and the contract is awarded to such firm, then it will be considered a breach of the contract conditions liable for determination of the contract under Clause 62 of the Standard General Conditions of Contract.</p>
18.5	<p>A partner of the firm shall not be permitted to participate either in his individual capacity or as a partner of any other firm in the same tender.</p>
18.6	<p>The tender form shall be submitted only in the name of partnership firm. The Bid Security shall be submitted by partnership firm. The Bid Security submitted in the name of any individual partner or in the name of authorized partner (s) shall not be considered.</p>
18.7	<p>On issue of Letter of Acceptance (LOA) to the partnership firm, all the guarantees like Performance Guarantee, Guarantee for various Advances to the Contractor shall be</p>

	<p>submitted only in the name of the partnership firm and no splitting of guarantees among the partners shall be acceptable.</p>
18.8	<p>On issue of Letter of Acceptance (LOA), contract agreement with partnership firm shall be executed in the name of the firm only and not in the name of any individual partner.</p>
18.9	<p>In case the Letter of Acceptance (LOA) is issued to a partnership firm, the following undertakings shall be furnished by all the partners through a notarized affidavit, before signing of contract agreement.</p> <p>a) Joint and several liabilities:</p> <p>The partners of the firm to which the Letter of Acceptance (LOA) is issued, shall be jointly and severally liable to the HRIDC for execution of the contract in accordance with General and Special Conditions of the Contract. The partners shall also be liable jointly and severally for the loss, damages caused to the HRIDC during the course of execution of the contract or due to non-execution of the contract or part thereof.</p>
	<p>(b) Duration of the partnership deed and partnership firm agreement: The partnership deed/partnership firm agreement shall normally not be modified/alterd/terminated during the currency of contract and the maintenance period after the work is completed as contemplated in the conditions of the contract. Any change carried out by partners in the constitution of the firm without permission of HRIDC, shall constitute a breach of the contract, liable for determination of the contract under Clause 62 of the Standard General Conditions of Contract.</p> <p>(c) Governing laws: The partnership firm agreement shall in all respect be governed by and interpreted in accordance with the Indian laws.</p> <p>(d) No partner of the firm shall have the right to assign or transfer the interest right or liability in the contract without the written consent of the other partner/s and that of the HRIDC.</p>

18.10	<p>The tenderer shall clearly specify that the tender is submitted on behalf of a partnership firm. The following documents shall be submitted by the partnership firm, with the tender:</p> <ul style="list-style-type: none"><li>(i) A notarized copy of the Partnership Deed or a copy of the Partnership deed registered with the Registrar.</li><li>(ii) A notarized or registered copy of Power of Attorney in favour of the individual to tender for the work, sign the agreement etc. and create liability against the firm.</li><li>(iii) An undertaking by all partners of the partnership firm that they are not blacklisted or debarred by Railways or any other Ministry / Department of the Govt. of India from participation in tenders / contracts as on the date of submission of bids, either in their individual capacity or in any firm/LLP in which they were / are partners/members. Any Concealment / wrong information in regard to above shall make the bid ineligible or the contract shall be determined under Clause 62 of the Standard General Conditions of Contract.</li><li>(iv) All other documents in terms of Para 10 of the Tender Form (Second Sheet) above.</li></ul>
18.11	<p><b>Evaluation of eligibility of a partnership firm:</b></p> <p>Technical and financial eligibility of the firm shall be adjudged based on satisfactory fulfillment of the eligibility criteria laid down in Para 10 of the Tender Form (Second Sheet) above.</p>
19.0	<p><b>Advances to Contractor – Not Applicable</b></p>

	<p><b>PART -II</b></p> <p><b>STANDARD GENERAL CONDITIONS OF TENDER</b></p>
<b>1.1</b>	<p><b>Singular and Plural:</b> Words importing the singular number shall also include the plural and vice versa where the context requires.</p>
<b>1.2</b>	<p><b>Headings and Marginal Headings:</b> The headings and marginal headings in these Standard General Conditions are solely for the purpose of facilitating reference and shall not be deemed to be part thereof or be taken into consideration in the interpretation or construction thereof the contract.</p>
	<p><b>GENERAL OBLIGATIONS :-</b></p>
<b>2.1</b>	<p><b>Execution Co-Relation and Intent of Contract Documents:</b> The contract documents shall be signed in triplicate by the HRIDC and the Contractor. The contract documents are complementary and what is called for by anyone shall be as binding as if called for by all, the intention of the documents is to include all labour and materials, equipments and transportation necessary for proper execution of work. Materials or works not covered by or properly inferable from any heading or class of the specifications shall not be supplied by the HRIDC to the Contractors unless distinctly specified in the contract documents. Materials or works described in words which so applied have a well-known technical or trade meaning, shall be held to refer to such recognized standards.</p>
<b>2.2</b>	<p>If a work is transferred from the jurisdiction of one Railway to another Railway or to a Project authority or vice versa while contract is in subsistence, the contract shall be binding on the Contractor and the Successor Railway/Project in the same manner &amp; take effect in all respects as if the Contractor and the Successor Railway/Project were parties thereto from the inception and the corresponding officer or the Competent Authority in the Successor Railway/Project will exercise the same powers and enjoy the same authority as conferred to the Predecessor Railway/Project under the original contract/agreement entered into.</p>
<b>2.3</b>	<p>If for administrative or other reasons the contract is transferred to the Successor Railway, the contract shall, notwithstanding any things contained herein contrary there to, be binding on the Contractor and the Successor Railway in the same manner and take effect in all respects as if the Contractor and the Successor Railway had been parties thereto from the date of this contract.</p>
<b>3.1</b>	<p><b>Law Governing the Contract:</b> The contract shall be governed by the law for the time being in force in the Republic of India.</p>

<p>3.2</p>	<p><b>Compliance to Regulations and Bye-Laws:</b> The Contractor shall conform to the provision of any statute relating to the works and regulations and bye-laws of any local authority and of any water and lighting companies or undertakings, with whose system the work is proposed to be connected and shall before making any variation from the drawings or the specifications that may be necessitated by so confirming give to the Engineer notice specifying the variation proposed to be made and the reason for making the variation and shall not carry out such variation until he has received instructions from the Engineer in respect thereof. The Contractor shall be bound to give all notices required by statute, regulations or bye-laws as aforesaid and to pay all fees and taxes payable to any authority in respect thereof.</p>
<p>3.3</p>	<p><b>Environmental and Forest clearances:</b> The HRIDC represents and warrants that the environmental and forest clearances pertaining to the work commensurate with the progress of work/agreed programme, will be obtained by Engineer. In the event of any delay in securing respective clearances leading to delay in execution of work, the Contractor shall be entitled to Extension of Time for the period of such delay in accordance with the provisions of Clause-17A(ii).</p>
<p>4.</p>	<p><b>Communications to be in Writing:</b> All notices, communications, reference and complaints made by the HRIDC or the Engineer or the Engineer's Representative or the Contractor inter-se concerning the works shall be in writing or e-mail on registered e-mail IDs i.e. the e mail id provided for correspondence in the contract agreement, and no notice, communication, reference or complaint not in writing or through e-mail, shall be recognized.</p>
<p>5.</p>	<p><b>Service of Notices on Contractors:</b> The Contractor shall furnish to the Engineer the name, designation and address of his authorized agent and all complaints, notices, communications and references shall be deemed to have been duly given to the Contractor, if delivered to the Contractor or his authorized agent or left at or posted to the address so given and shall be deemed to have been so given in the case of posting on day on which they would have reached such address in the ordinary course of post/ e-mail or on the day on which they were so delivered or left. In the case of contract by partners, any change in the constitution of the firm shall be forthwith notified by the Contractor to the Engineer.</p>
<p>6.</p>	<p><b>Occupation and Use of Land:</b> No land belonging to or in the possession of the HRIDC shall be occupied by the Contractor without the permission of the HRIDC. The Contractor shall not use, or allow to be used the site for any purposes other than that of executing the works. Whenever non-HRIDC bodies/persons are permitted to use HRIDC premises with competent authority's approval, conservancy charges as applicable from time to time may be levied.</p>

7.

**Assignment or Subletting of Contract:** The Contractor shall not assign or sublet the contract or any part thereof or allow any person to become interested therein in any manner whatsoever without the special permission in writing of the Engineer, save as provided below. Any breach of this condition shall entitle the HRIDC to rescind the contract under Clause 62 of these Conditions and also render the Contractor liable for payment to the HRIDC in respect of any loss or damage arising or ensuing from such cancellation; provided always that execution of the details of the work by petty Contractor under the direct and personal supervision of the Contractor or his agent shall not be deemed to be sub-letting under this clause.

In case Contractor intends to subcontract part of work, he shall submit a proposal in writing seeking permission of Engineer for the same. While submitting the proposal to HRIDC, Contractor shall ensure the following:

(a) Total value of work to be assigned to sub-contractor(s) shall not be more than 50% of total contract value.

(i) The subcontractor shall have successfully completed at least one work similar to work proposed for subcontract in last 5 years, ending date of submission of proposal by Contractor to HRIDC, costing not less than 35% value of work to be subletted, through a works contract. For fulfilment of above, Work Experience Certificate issued by a Govt. Department/Organisation shall be considered. Further, Work Experience Certificate issued by a Public listed company shall be considered provided the company is having average annual turnover of Rs 500 crore and above in last 3 financial years excluding the current financial year, listed on National Stock Exchange or Bombay Stock Exchange, registered at least 5 years back from the date of submission of proposal by Contractor to HRIDC and work experience certificate issued by a person authorised by the Public Listed Company to issue such certificates.

*Note: for subletting of work costing up to Rs 50 lakh no previous work experience shall be asked for by the HRIDC.*

In case contractor submits subcontractor's work experience certificate issued by public listed company, the contractor shall also submit along with work experience certificate, the relevant copy of work order, bill of quantities, bill wise details of payment received duly certified by Chartered Accountant, TDS certificates for all payments received and copy of final/last bill paid by company in support of above work experience certificate.

(ii) There is no banning of business with the sub-contractor in force over HRIDC.

(b) The Contractor shall provide to the Engineer a copy of the agreement to be entered into by Contractor with subcontractor. No subcontractor shall be permitted without a formal agreement between Contractor and subcontractor.

This agreement shall clearly define the scope of work to be carried out by subcontractor and the terms of payment in clear & unambiguous manner.

- (c) On receipt of approval from Engineer, Contractor shall enter into a formal agreement legally enforceable in Court of Law with subcontractor and submit a copy of the same to the Engineer.
- (d) The Contractor shall intimate to the Engineer not less than 7 days in advance, the intended date of commencement of subcontractor's work.
- (e) Once having entered into above arrangement, Contractor shall discontinue such arrangement, if he intends to do so at his own or on the instructions of HRIDC, with prior intimation to Engineer.
- (f) The Contractor shall indemnify HRIDC against any claim of subcontractor.
- (g) The Contractor shall release payment to the Sub-contractor(s) promptly and shall endeavour to resolve all issues amicably and speedily with the Sub-contractor(s), so that the execution of work is not affected in any manner whatsoever.
- (h) In addition to issuance of work experience certificate to Contractor, the Engineer, when, based on documents, is satisfied that subcontracted work has been carried out by subcontractor, shall issue work experience certificate to the subcontractor also for the portion of work subcontracted and successfully completed by the sub-contractor.
- (i) *Note: Work Experience Certificate to the subcontractor shall be issued only when the contractor's work is complete and contractor is entitled for the issuance of Work Experience Certificate. However, in the same contract, when the Engineer, based on documents, is satisfied that the subcontractor has successfully carried out subletted work; without issuance of work experience certificate to subcontractor at this stage, the Engineer can, **only once**, consider the successfully completed subletted work for the fulfilment of eligibility for further subletting of work to the subcontractor in the same contract. When the contractor's work is complete and contractor is entitled for the issuance of work experience certificate, the subcontractor shall be issued one Work Experience Certificate for the total scope of work executed by the subcontractor in the contract.*
- (j) The responsibility of successful completion of work by subcontractor shall lie with Contractor. Subcontracting will in no way relieve the Contractor to execute the work as per terms of the Contract.
- (k) Further, in case Engineer is of the view that subcontractor's performance is not satisfactory, he may instruct the Contractor to remove the subcontractor from the

	<p>work and Contractor has to comply with the above instructions with due promptness. Contractor shall intimate the actual date of discontinuation of subcontract to Engineer. No claim of Contractor whatsoever on this account shall be entertained by the HRIDC and this shall be deemed as ‘excepted matter’ (matter not arbitrable).</p> <p>(1) The permitted subcontracting of work by the Contractor shall not establish any contractual relationship between the sub-contractor and the HRIDC and shall not relieve the Contractor of any responsibility under the Contract.</p>
<p>8.</p>	<p><b>Assistance by HRIDC for the Stores to be obtained by the Contractor:</b> Owing to difficulty in obtaining certain materials (including Tools &amp; Plant) in the market, the HRIDC may have agreed without any liability therefore to endeavour to obtain or assist the Contractor in obtaining the required quantities of such materials as may be specified in the Tender. In the event of delay or failure in obtaining the required quantities of the aforesaid material, the Contractor shall not be deemed absolved of his own responsibility and shall keep in touch with the day to day position regarding their availability and accordingly adjust progress of works including employment of labour and the HRIDC shall not in any way be liable for the supply of materials or for the non-supply thereof for any reasons whatsoever nor for any loss or damage arising in consequence of such delay or non-supply.</p>
<p>9.</p>	<p><b>Railway Passes:</b> No free railway passes shall be issued by the HRIDC to the Contractor or any of his employee/worker.</p>
<p>10.</p>	<p><b>Carriage of Materials:</b> No forwarding orders shall be issued by the HRIDC for the conveyance of Contractor's materials, tools and plant by train which may be required for use in the works and the Contractor shall pay full freight charges at public tariff rates therefor.</p>
<p>11.</p>	<p><b>Use of Material Trains/Tower Wagon :</b> The HRIDC may agree to allow the Contractor use of the Tower Wagon car or material trains ( if available) under such conditions as shall be specially prescribed, provided that the Contractor shall pay for the use thereof charges calculated at public tariff rates on the marked carrying capacity of each vehicle subject to specified minimum charge per day or part of day and provided further that the Contractor shall indemnify the HRIDC against any claims or damages arising out of the use or misuse thereof and against any liabilities under the Workmen's Compensation Act, 1923 or any statutory amendments thereto.</p>



<p><b>12.</b></p>	<p><b>Representation on Works:</b> The Contractor shall, when he is not personally present on the site of the works place, keep a responsible agent at the works during working hours who shall on receiving reasonable notice, present himself to the Engineer and orders given by the Engineer or the Engineer's representative to the agent shall be deemed to have the same force as if they had been given to the Contractor. Before absenting himself, the Contractor shall furnish the name and address of his agent for the purpose of this clause and failure on the part of the Contractor to comply with this provision at any time will entitle the HRIDC to rescind the contract under Clause 62 of these Conditions.</p>
<p><b>13.</b></p>	<p><b>Relics and Treasures:</b> All gold, silver, oil, other minerals of any description, all precious stones, coins, treasures relics antiquities and other similar things which shall be found in or upon the site shall be the property of the HRIDC and the Contractor shall duly preserve the same to the satisfaction of the HRIDC and shall from time to time deliver the same to such person or persons as the HRIDC may appoint to receive the same.</p>
<p><b>14.</b></p>	<p><b>Excavated Material:</b> The Contractor shall not sell or otherwise dispose of or remove except for the purpose of this contract, the sand, stone, clay ballast, earth, trees, rock or other substances or materials which may be obtained from any excavation made for the purpose of the works or any building or produced upon the site at the time of delivery of the possession thereof but all the substances, materials, buildings and produce shall be the property of the HRIDC/Railway provided that the Contractor may, with the permission of the Engineer, use the same for the purpose of the works either free of cost or pay the cost of the same at such rates as may be determined by the Engineer.</p>
<p><b>15.</b></p>	<p><b>Indemnity by Contractors:</b> The Contractor shall indemnify and save harmless the HRIDC from and against all actions, suit, proceedings, losses, costs, damages, charges, claims and demands of every nature and description brought or recovered against the HRIDC by reason of any act or omission of the Contractor, his agents or employees, in the execution of the works or in his guarding of the same. All sums payable by way of compensation under any of these conditions shall be considered as reasonable compensation to be applied to the actual loss or damage sustained, and whether or not any damage shall have been sustained.</p>
<p><b>16.1</b></p>	<p><b>Security Deposit:</b> The Security Deposit shall be 5% of the contract value. The Bid Security submitted by the Contractor with his tender will be retained/encashed by the HRIDCs as part of security for the due and faithful fulfilment of the contract by the Contractor. Provided further that, if Contractor submits the Cash or Term Deposit Receipt issued from a</p>

	<p>Scheduled commercial bank of India or irrevocable Bank Guarantee Bond from a Scheduled commercial bank of India, either towards the Full Security Depositor the Part Security Deposit equal to or more than Bid Security, the HRIDC shall return the Bid Security, to the Contractor.</p> <p>Balance of Security Deposit may be deposited by the Contractor in cash or Term Deposit Receipt issued from Scheduled commercial bank of India or irrevocable Bank Guarantee bond issued from Scheduled commercial bank of India, or may be recovered at the rate of <b>6%</b> of the bill amount till the full Security Deposit is recovered. Provided also that in case of defaulting Contractor, the HRIDC may retain any amount due for payment to the Contractor on the pending "on account bills" so that the amounts so retained (including amount guaranteed through Performance Guarantee) may not exceed 10% of the total value of the contract.</p> <p>The Irrevocable Bank Guarantee submitted towards Security deposit shall be initially valid up to the stipulated date of Maintenance period plus 60 days and shall be extended from time to time, depending upon extension of contract granted in terms of Clause 17A and 17B of the Standard General Conditions of Contract.</p> <p>Note: Security Deposit deposited in cash by the Contractor or recovered from the running bills of a Contractor or submitted by contractor as Term Deposit Receipt(s) can be refunded/returned to the contractor, in lieu of irrevocable Bank Guarantee bond issued from scheduled commercial bank of India, to be submitted by him, for an amount equal to or more than the already available Security Deposit, provided however that, in a contract of value less than Rs. 50 Crore, such refund/ return of the already available Security Deposit is permitted up to two times and in a contract of value equal to or more than Rs. 50 Crore, such refund / return of the already available Security Deposit is permitted up to three times.</p>
<p><b>16.2(i)</b></p>	<p><b>Refund of Security Deposit:</b> Security Deposit mentioned in sub clause (1) above shall be returned to the Contractor along with or after, the following:</p> <p>(a) Final Payment of the Contract as per clause 51. (1) <b>and</b>  <b>(b)</b> Execution of Final Supplementary Agreement or Certification by Engineer that HRIDC has No Claim on Contractor <b>and</b>  <b>(c)</b> Maintenance Certificate issued, on expiry of the maintenance period/Guarantee Period as per clause 50(1), in case applicable.</p>
<p><b>16.2 (ii)</b></p>	<p><b>Forfeiture of Security Deposit:</b> Whenever the contract is rescinded as a whole under clause 62 (1) of these conditions, the Security Deposit already with HRIDCs under the contract shall be forfeited. However, in case the contract is rescinded in part or parts under clause 62 (1) of these conditions, the Security Deposit shall not be forfeited.</p>

<p><b>16.3</b></p>	<p>No interest shall be payable upon the Bid Security and Security Deposit or amounts payable to the Contractor under the Contract, but Government Securities deposited in terms of Sub-Clause 16.(4)(b) of this clause will be payable with interest accrued thereon.</p>
<p><b>16.4</b></p>	<p><b>Performance Guarantee</b></p> <p>The procedure for obtaining Performance Guarantee is outlined below:</p> <p>(a) The successful bidder shall have to submit a Performance Guarantee (PG) within 21 (Twenty-one) days from the date of issue of Letter of Acceptance (LOA). Extension of time for submission of PG beyond 21 (Twenty-one) days and up to 60 days from the date of issue of LOA may be given by the Authority who is competent to sign the contract agreement. However, a penal interest of 12% per annum shall be charged for the delay beyond 21(Twenty-one) days, i.e. from 22<sup>nd</sup> day after the date of issue of LOA. Further, if the 60<sup>th</sup> day happens to be a declared holiday in the concerned office of the HRIDC, submission of PG can be accepted on the next working day.</p> <p>In all other cases, if the Contractor fails to submit the requisite PG even after 60 days from the date of issue of LOA, the contract is liable to be terminated. In case contract is terminated HRIDC shall be entitled to forfeit Bid Security and other dues payable to the contractor against that particular contract, subject to maximum of PG amount. In case a tenderer has not submitted Bid Security on the strength of their registration as a Startup recognized by Department of Industrial Policy and Promotion (DIPP) under Ministry of Commerce and Industry, DIPP shall be informed to this effect.</p> <p>The failed Contractor shall be debarred from participating in re-tender for that work.</p> <p>(b) The successful bidder shall submit the Performance Guarantee (PG) in any of the following forms, amounting to 5% of the original contract value: -</p> <p>(i) A deposit of Cash;</p> <p>(ii) Irrevocable Bank Guarantee (ANNEXURE – VI);</p> <p>(iii) Government Securities including State Loan Bonds at 5% below the market value;</p> <p>(iv) Pay Orders and Demand Drafts tendered by any Scheduled Commercial Bank of India;</p> <p>(v) Guarantee Bonds executed or Deposits Receipts tendered by any Scheduled Commercial Bank of India;</p> <p>(vi) Deposit in the Post Office Saving Bank;</p> <p>(vii) Deposit in the National Savings Certificates;</p> <p>(viii) Twelve years National Defence Certificates;</p>

	<p>(ix) Ten years Defence Deposits;</p> <p>(x) National Defence Bonds and</p> <p>(xi) Unit Trust Certificates at 5% below market value or at the face value whichever is less. Also, FDR in favour of FA&amp;CAO (free from any encumbrance) may be accepted.</p> <p>(c) The Performance Guarantee shall be submitted by the successful bidder after the Letter of Acceptance (LOA) has been issued, but before signing of the contract agreement. This P.G. shall be initially valid upto the stipulated date of completion plus 60 days beyond that. In case, the time for completion of work gets extended, the Contractor shall get the validity of P.G. extended to cover such extended time for completion of work plus 60 days.</p> <p>(d) The value of PG to be submitted by the Contractor is based on original contract value and shall not change due to subsequent variation(s) in the original contract value.</p> <p>(e) The Performance Guarantee (PG) shall be released after physical completion of the work based on 'Completion Certificate' issued by the competent authority stating that the Contractor has completed the work in all respects satisfactorily.</p> <p>(f) Whenever the contract is rescinded, the Performance Guarantee already submitted for the contract shall be encashed.</p> <p>(g) The Engineer shall not make a claim under the Performance Guarantee except for amounts to which the President of India is entitled under the contract (not withstanding and/or without prejudice to any other provisions in the contract agreement) in the event of:</p> <p>(i) Failure by the Contractor to extend the validity of the Performance Guarantee as described herein above, in which event the Engineer may claim the full amount of the Performance Guarantee.</p> <p>(ii) Failure by the Contractor to pay President of India any amount due, either as agreed by the Contractor or determined under any of the Clauses/Conditions of the Agreement, within 30 days of the service of notice to this effect by Engineer.</p> <p>(iii) The Contract being determined or rescinded under clause 62 of these conditions.</p>
<p>17.</p>	<p><b>Force Majeure Clause:</b> If at any time, during the continuance of this contract, the performance in whole or in part by either party of any obligation under this contract shall be prevented or delayed by reason of any war, hostility, acts of public enemy, civil commotion, sabotage, serious loss or damage by fire, explosions, epidemics/pandemics, strikes, lockouts or acts of God (hereinafter, referred to events) provided, notice of the happening of any such event is given by either party to the other within 30 days from the date of occurrence thereof, neither party shall by reason of such event, be entitled to terminate this contract nor shall either party have any claim for damages against the other in respect of such non-performance or delay in</p>

	<p>performance, and works under the contract shall be resumed as soon as practicable after such event has come to an end or ceased to exist, and the decision of the Engineer as to whether the works have been so resumed or not shall be final and conclusive, PROVIDED FURTHER that if the performance in whole or in part of any obligation under this contract is prevented or delayed by reason of any such event for a period exceeding 120 days, either party may at its option terminate the contract by giving notice to the other party.</p>
<p><b>17A</b></p>	<p><b>Extension of Time in Contracts:</b> Subject to any requirement in the contract as to completion of any portion or portions of the works before completion of the whole, the Contractor shall fully and finally complete the whole of the works comprised in the contract (with such modifications as may be directed under conditions of this contract) by the date entered in the contract or extended date in terms of the following clauses:</p> <p>(i) <b>Extension due to Modification:</b> If any modifications have been ordered which in the opinion of the Engineer have materially increased the magnitude of the work, then such extension of the contracted date of completion may be granted as shall appear to the Engineer to be reasonable in the circumstances, provided moreover that the Contractor shall be responsible for requesting such extension of the date as may be considered necessary as soon as the cause thereof shall arise.</p> <p>(ii) <b>Extension for Delay not due to HRIDC or Contractor:</b> If in the opinion of the Engineer, the progress of work has any time been delayed by any act or neglect of HRIDC employees or by other Contractor employed by the HRIDC under Sub-Clause (4) of Clause 20 of these Conditions or in executing the work not forming part of the contract but on which Contractor's performance necessarily depends or by reason of proceeding taken or threatened by or dispute with adjoining or to neighbouring owners or public authority arising otherwise through the Contractor's own default etc. or by the delay authorized by the Engineer pending arbitration or in consequences of the Contractor not having received in due time necessary instructions from the HRIDC for which he shall have specially applied in writing to the Engineer or his authorized representative then upon happening of any such event causing delay, the Contractor shall immediately give notice thereof in writing to the Engineer within 15 days of such happening, but shall nevertheless make constantly his best endeavours to bring down or make good the delay and shall do all that may be reasonably required of him to the satisfaction of the Engineer to proceed with the works. The Contractor may also indicate the period for which the work is likely to be delayed and shall be bound to ask for necessary extension of time.</p> <p>(iii) <b>Extension for Delay due to HRIDC:</b> In the event of any failure or delay by the HRIDC to hand over the Contractor possession of the lands necessary for the execution of the works or to give the necessary notice to commence the works or to provide the necessary drawings or instructions or any other delay caused by the HRIDC due to any other cause whatsoever, then such failure or delay shall in</p>

	<p>no way affect or vitiate the contract or alter the character thereof or entitle the Contractor to damages or compensation therefor, but in any such case, the HRIDC may grant such extension or extensions of the completion date as may be considered reasonable.</p> <p>The Contractor shall indicate the period for which the work is likely to be delayed and shall seek extension of time as may be considered necessary under clause 17A(i) or/and 17A(ii) or/ and 17A(iii) above, as soon as the cause thereof shall arise and, in any case, not less than 15 days before the expiry of the date fixed for completion of the works. The Engineer shall consider the same and shall grant and communicate such extension of time as in his opinion is reasonable having regard to the nature and period of delay and the type and quantum of work affected thereby. No other compensation shall be payable for works so carried forward to the extended period of time; the same rates, terms and conditions of contract being applicable, as if such extended period of time was originally provided in the original contract itself.</p> <p>The non-submission of request for extension or submission of request within less than 15 days before the expiry of the date fixed for completion of the works, shall make him ineligible for extension under these sub clauses, subject to final decision of Engineer.</p>
<p><b>17B</b></p>	<p><b>Extension of Time with Liquidated Damages (LD) for delay due to Contractor:</b>  The time for the execution of the work or part of the works specified in the contract documents shall be deemed to be the essence of the contract and the works must be completed not later than the date(s) as specified in the contract. If the Contractor fails to complete the works within the time as specified in the contract for the reasons other than the reasons specified in Clause 17 and 17A, the HRIDC may, if satisfied that the works can be completed by the Contractor within reasonable short time thereafter, allow the Contractor for further extension of time (Proforma at Annexure-VII) as the Engineer may decide. On such extension the HRIDC will be entitled without prejudice to any other right and remedy available on that behalf, to recover from the Contractor as agreed damages and not by way of penalty for each week or part of the week, a sum calculated at the rate of Liquidated Damages as decided by Engineer, between 0.05% to 0.30% of contract value of the work for each week or part of the week.</p> <p>For the purpose of this Clause, the contract value of the works shall be taken as value of work as per contract agreement including any supplementary work order/contract agreement issued. Provided also, that the total amount of liquidated damages under this condition shall not exceed 5% of the contract value or of the total value of the item or groups of items of work for which a separate distinct completion period is specified in the contract.</p>

S.No	Duration of extension of time under Clause 17B	Rate of Liquidated Damages
(i)	Up to Twenty Five percent of original period of completion including period of extension of time granted under Section 17A(i).	As decided by Engineer, between 0.01% to 0.05% of contract value for each week or part of the week.
(ii)	Above Twenty Five percent but upto Fifty percent of original period of completion including period of extension of time granted under Section 17A(i)	0.10 % of contract value for each week or part of the week.
(iii)	Above Fifty percent of original period of completion including period of extension of time granted under Section 17A(i)	0.30 % of contract value for each week or part of the week

Provided further, that if the HRIDC is not satisfied that the works can be completed by the Contractor and in the event of failure on the part of the contractor to complete the work within further extension of time allowed as aforesaid, the HRIDC shall be entitled without prejudice to any other right or remedy available in that behalf, to appropriate the contractor's Security Deposit and rescind the contract under Clause 62 of these Conditions, whether or not actual damage is caused by such default.

**NOTE:**

In a contract, where extension(s) of time have been allowed once under clause 17B, further request(s) for extension of time under clause 17A can also be considered under exceptional circumstances. Such extension(s) of time under clause 17A shall be without any Liquidated damages, but the Liquidated damages already recovered during extension(s) of time granted previously under clause 17B shall not be waived. However, Price variation during such extension(s) shall be dealt as applicable for extension(s) of time under clause 17B.

<b>17C</b>	<b>Bonus for Early Completion of Work: Not Applicable</b>
<b>18.1</b>	<b>Illegal Gratification:</b> Any bribe, commission, gift or advantage given, promised or offered by or on behalf of the Contractor or his partner or agent or servant or anyone on his behalf, to any officer or employee of the HRIDC or to any person on his behalf in relation to obtaining or execution of this or any other contract with the HRIDC shall, in addition to any criminal liability which he may incur, subject Contractor to the rescission of the contract and all other contracts with the HRIDC and to the payment of any loss or damage resulting from such decision and the HRIDC shall be entitled to deduct the amounts so payable from the Contractor's bills/Security Deposit or any other dues of Contractor with the Government of India.

<p><b>18.2</b></p>	<p>The Contractor shall not lend or borrow from or have or enter into any monetary dealings or transactions either directly or indirectly with any employee of the HRIDC and if he shall do so, the HRIDC shall be entitled forthwith to rescind the contract and all other contracts with the HRIDC. Any question or dispute as to the commission of any such offence or compensation payable to the HRIDC under this Clause shall be settled by the HRIDC Administration, in such a manner as he shall consider fit &amp; sufficient and his decision shall be final &amp; conclusive. In the event of rescission of the contract under this Clause, the Contractor will not be paid any compensation whatsoever except payments for the work done up to the date of rescission.</p>
	<p><b>EXECUTION OF WORKS :-</b></p>
<p><b>19.1</b></p>	<p><b>Contractor's understanding:</b> It is understood and agreed that the Contractor has, by careful examination, satisfied himself as to the nature and location of the work, the conformation of the ground, the character, quality and quantity of the materials to be encountered, the character of equipment and facilities needed preliminary to and during the progress of the works, the general and local conditions, the labour conditions prevailing therein and all other matters which can in any way affect the works under the contract.</p>
<p><b>19.2</b></p>	<p><b>Commencement of Works:</b> The Contractor shall commence the works <b>within 15 days</b> after the receipt by him of an order in writing to this effect from the Engineer and shall proceed with the same with due expedition and without delay</p>
<p><b>19.3</b></p>	<p><b>Accepted Programme of Work:</b> The Contractor who has been awarded the work shall as soon as possible but not later than 20 days after the date of receipt of the acceptance letter in respect of contracts with initial completion period of two years or less or not later than 90 days for other contracts have to submit the detailed programme of work indicating the time schedule of various items of works in the form of Bar Chart/PERT/CPM. He shall also submit the details of organisation (in terms of labour and supervisors), plant and machinery that he intends to utilize (from time to time) for execution of the work within stipulated date of completion. The programme of work amended as necessary by discussions with the Engineer, shall be treated as the agreed programme of the work for the purpose of this contract and the Contractor shall endeavor to fulfill this programme of work. The progress of work will be watched accordingly and the liquidated damages will be with reference to the overall completion date. Nothing stated herein shall preclude the Contractor in achieving earlier completion of item or whole of the works than indicated in the programme.</p> <p>In Contracts for works of New Line/Gauge Conversion/Doubling/Railway Electrification, finalized through Tenders having advertised value more than Rs.100 crores, the Contractor shall submit a detailed time programme to the Engineer within</p>



	<p>30 days after issue of LOA. The program shall include the physical and Financial Progress vis-à-vis program and forecast cash flow adopting Project Management Software such as <b>Primavera/Sure Track/MS Project etc.</b> The program must identify the milestones, interface requirements and program reporting elements. The Contractor shall supply, free of cost one set of authorized software to the Engineer and the soft copy of structured program for the project. This shall be updated every month. The Contractor shall also submit a revised programme whenever the previous programme is inconsistent with actual progress. Each programme shall include:  The order in which the Contractor intends to carry out the Works, including the anticipated timing of each stage, Contractor’s Documents, procurement, manufacture of Plant, delivery to Site, construction, erection and testing, each of these stages for work by each Subcontractor, if any, the sequence and timing of inspections and tests specified in the Contract, and a supporting report which includes:  a general description of the methods which the Contractor intends to adopt, and of the major stages, in the execution of the Works, and details showing the Contractor’s reasonable estimate for the number of each class of Contractor’s Personnel &amp; Equipment, required on the Site for each major stage.  Unless the Engineer, within 21 days after receiving a programme, gives notice to the Contractor stating the extent to which it does not comply with the Contract, the Contractor shall proceed in accordance with the programme, subject to his other obligations under the Contract. The Engineer shall be entitled to rely upon the programme when planning their activities.  If, at any time, the Engineer gives notice to the Contractor that a programme fails (to the extent stated) to comply with the Contract or to be consistent with actual progress and the Contractor’s stated intentions, the Contractor shall submit a revised programme to the Engineer within 15 days in accordance with this Sub-Clause.</p>
<p><b>19.4</b></p>	<p><b>Setting out of Works:</b> The Contractor shall be responsible for the correct setting out of all works in relation to original points, lines and levels of reference at his cost. The Contractor shall execute the work true to alignment, grade, levels and dimensions as shown in the drawing and as directed by the Engineer's representative and check these at frequent intervals. The Contractor shall provide all facilities like labour and instruments and shall co-operate with the Engineer's representative for checking of all alignment, grades, levels and dimensions. If, at any time, during the progress of the works any error appear or arise in any part of the work, the Contractor, on being required so to do by the Engineer's representative shall, at his own cost rectify such errors, to the satisfaction of the Engineer's representative.</p> <p>Such checking shall not absolve the Contractor of his own responsibility of maintaining accuracy in the work. The Contractor shall carefully protect and preserve all bench marks, sight rails, pegs and other things used in setting out the work.</p>

<p><b>20.1</b></p>	<p><b>Compliance to Engineer’s Instructions:</b> The Engineer shall direct the sequence in which the several parts of the works shall be executed and the Contractor shall execute without delay all orders given by the Engineer from time to time; but the Contractor shall not be relieved thereby from responsibility for the due performance of the works in all respects.</p>
<p><b>20.2</b></p>	<p><b>Alterations to be Authorized:</b> No alterations in or additions to or omissions or abandonment of any part of the works shall be deemed authorised, except under written instructions from the Engineer.</p>
<p><b>20.3</b></p>	<p><b>Extra Works:</b> Should works over and above those included in the contract require to be executed at the site, the Contractor shall have no right to be entrusted with the execution of such works which may be carried out by another Contractor or Contractors or by other means at the option of the HRIDC.</p>
<p><b>20.4</b></p>	<p><b>Separate Contracts in Connection with Works:</b> The HRIDC shall have the right to let other contracts in connection with the works. The Contractor shall afford other Contractors reasonable opportunity for the storage of their materials and the execution of their works and shall properly connect and coordinate his work with theirs. If any part of the Contractor’s work depends upon proper execution or result upon the work of another Contractor(s), the Contractor shall inspect and promptly report to the Engineer any defects in such works that render it unsuitable for such proper execution and results. The Contractor's failure so-to inspect and report shall constitute an acceptance of the other Contractor's work as fit and proper for the reception of his work, except as to defects which may develop in the other Contractor's work after the execution of his work.</p>
<p><b>21.</b></p>	<p><b>Instruction of Engineer's Representative:</b> Any instructions or approval given by the Engineer's representative to Contractor in connection with the works shall bind the Contractor as though it had been given by the Engineer provided always as follows:</p> <ul style="list-style-type: none"> <li>(a) Failure of the Engineer's representative to disapprove any work or materials shall not prejudice the power of the Engineer thereafter to disapprove such work or material and to order the removal or breaking up thereof.</li> <li>(b) If the Contractor shall be dissatisfied by reason of any decision of the Engineer's representative, he shall be entitled to refer the matter to the Engineer who shall there upon confirm or vary such decision.</li> </ul>

<p>22.(1)</p>	<p><b>Adherence to Specifications and Drawings:</b> The site and the detailed drawings shall be made available to the contractor commensurate with the accepted programme of work submitted under clause 19(3). The whole of the works shall be executed in perfect conformity with the specifications and drawings of the contract. If Contractor performs any works in a manner contrary to the specifications or drawings or any of them and without such reference to the Engineer, he shall bear all the costs arising or ensuing therefrom and shall be responsible for all loss to the HRIDC.</p>
<p>22.(2)</p>	<p><b>Drawings and Specifications of the Works:</b> The Contractor shall keep one copy of Drawings and Specifications at the site, in good order, and such contract documents as may be necessary, available to the Engineer or the Engineer's Representative</p>
<p>22.(3)</p>	<p><b>Ownership of Drawings and Specifications:</b> All Drawings and Specifications and copies thereof furnished by the HRIDC to the Contractor are deemed to be the property of the HRIDC. They shall not be used on other works and with the exception of the signed contract set, shall be returned by the Contractor to the HRIDC on completion of the work or termination of the Contract.</p>
<p>22.(4)</p>	<p><b>Compliance with Contractor's Request for Details:</b> The Engineer shall furnish with reasonable promptness, after receipt by him of the Contractor's request, additional instructions by means of drawings or otherwise, necessary for the proper execution of the works or any part thereof. All such drawings and instructions shall be consistent with the Contract Documents and reasonably inferable there from.</p>
<p>22.(5)</p>	<p><b>Meaning and Intent of Specification and Drawings:</b> If any ambiguity arises as to the meaning and intent of any portion of the Specifications and Drawings or as to execution or quality of any work or material, or as to the measurements of the works the decision of the Engineer thereon shall be final subject to the appeal (within 7 days of such decision being intimated to the Contractor) to the Engineer who shall have the power to correct any errors, omissions, or discrepancies in aforementioned items and whose decision in the matter in dispute or doubt shall be final and conclusive.</p>
<p>23.</p>	<p><b>Working during Night:</b> The Contractor shall not carry out any work between sun-set and sun-rise without the previous permission of the Engineer. However, if the Engineer is satisfied that the work is not likely to be completed in time except by resorting to night work, he may order the same without confirming any right on the Contractor for claiming any extra payment for the same.</p>

<p>24.</p>	<p><b>Damage to HRIDC Property or Private Life and Property:</b> The Contractor shall be responsible for all risk to the work and for trespass and shall make good at his own expense all loss or damage whether to the works themselves or to any other property of the HRIDC or the lives, persons or property of others from whatsoever cause in connection with the works until they are taken over by the HRIDC, although all reasonable and proper precautions may have been taken by the Contractor. In case the HRIDC shall be called upon to make good any costs, loss or damages, or to pay any compensation, including that payable under the provisions of the Workmen's Compensation Act or any statutory amendments thereof to any person or persons sustaining damages as aforesaid by reason of any act, or any negligence or omissions on the part of the Contractor; the amount of any costs or charges including costs and charges in connection with legal proceedings, which the HRIDC may incur in reference thereto, shall be charged to the Contractor. The HRIDC shall have the power and right to pay or to defend or compromise any claim of threatened legal proceedings or in anticipation of legal proceedings being instituted consequent on the action or default of the Contractor, to take such steps as may be considered necessary or desirable to ward off or mitigate the effect of such proceedings, charging to Contractor, as aforesaid; any sum or sums of money which may be paid and any expenses whether for reinstatement or otherwise which may be incurred and the propriety of any such payment, defence or compromise, and the incurring of any such expenses shall not be called in question by the Contractor.</p>
<p>25.</p>	<p><b>Sheds, Storehouses and Yards:</b> The Contractor shall at his own expense provide himself with sheds, storehouses and yards in such situations and in such numbers as in the opinion of the Engineer is requisite for carrying on the works and the Contractor shall keep at each such sheds, storehouses and yards a sufficient quantity of materials and plant in stock as not to delay the carrying out of the works with due expedition and the Engineer and the Engineer's representative shall have free access to the said sheds, store houses and yards at any time for the purpose of inspecting the stock of materials or plant so kept in hand, and any materials or plant which the Engineer may object to shall not be brought upon or used in the works, but shall be forthwith removed from the sheds, storehouses or yards by the Contractor. The Contractor shall at his own expenses provide and maintain suitable mortar mills, soaking vats or any other equipments necessary for the execution of the works.</p>
<p>26.</p>	<p><b>Provision of Efficient and Competent Staff at Work Sites by the Contractor:-</b></p>

<p><b>26.1</b></p>	<p>The Contractor shall place and keep on the works at all times efficient and competent staff to give the necessary directions to his workmen and to see that they execute their work in sound &amp; proper manner and shall employ only such supervisors, workmen &amp; labourers in or about the execution of any of these works as are careful and skilled in the various trades.</p>
<p><b>26.2</b></p>	<p>The Contractor shall at once remove from the works any agents, permitted sub-contractor, supervisor, workman or labourer who shall be objected to by the Engineer and if and whenever required by the Engineer, he shall submit a correct return showing the names of all staff and workmen employed by him.</p>
<p><b>26.3</b></p>	<p>In the event of the Engineer being of the opinion that the Contractor is not employing on the works a sufficient number of staff and workmen as is necessary for proper completion of the works within the time prescribed, the Contractor shall forthwith on receiving intimation to this effect deploy the additional number of staff and labour as specified by the Engineer within seven days of being so required and failure on the part of the Contractor to comply with such instructions will entitle the HRIDC to rescind the contract under Clause 62 of these conditions.</p>
<p><b>26A.</b></p>	<p><b>Deployment of Qualified Engineers at Work Sites by the Contractor :-</b></p>
<p><b>26A.1</b></p>	<p>The Contractor shall also employ qualified Graduate Engineer(s) or equivalent, or qualified Diploma Engineer(s), as prescribed in Special condition of contract in the tender documents.</p>
<p><b>26A.2</b></p>	<p>In case the Contractor fails to employ the Engineer within 15 days from the date of Letter of Acceptance, as aforesaid in Para 26A.1, he shall be liable to pay liquidated damages at the rates, as prescribed in the Special condition of contract in the tender documents.</p>
<p><b>26A.3</b></p>	<p>No. of qualified Engineers required to be deployed by the Contractor for various activities contained in the works contract shall be specified in the tender documents as 'Special Condition of Contract'.</p>

<p><b>27.1</b></p>	<p><b>Workmanship and Testing:</b> The whole of the works and/or supply of materials specified and provided in the contract or that may be necessary to be done in order to form and complete any part thereof shall be executed in the best and most substantial workman like manner with materials of the best and most approved quality of their respective kinds, agreeable to the particulars contained in or implied by the specifications and as referred to in and represented by the drawings or in such other additional particulars, instructions and drawings given during the carrying on of the works and to the entire satisfaction of the Engineer according to the instructions and directions which the Contractors may from time to time receive from the Engineer. The materials may be subjected to tests by means of such machines, instruments and appliances as the Engineer may direct and wholly at the expense of the Contractor.</p>
<p><b>27.2</b></p>	<p><b>Removal of Improper Work and Materials:</b> The Engineer or the Engineer's Representative shall be entitled to order from time to time:</p> <p>(a) The removal from the site, within the time specified in the order, of any materials which in his opinion are not in accordance with the specifications or drawings.</p> <p>(b) The substitution of proper and suitable materials, and</p> <p>(c) The removal and proper re-execution, notwithstanding any previous tests thereof or on account payments therefor, of any work which in respect of materials or workmanship is not in his opinion in accordance with the specifications and in case of default on the part of the Contractor in carrying out such order, the HRIDC shall be entitled to rescind the contract under Clause 62 of these conditions.</p> <p>(d) The provision of Construction and Demolition Waste Management Rule 2016 issued by Ministry of Environment Forest and Climate Change dated 29.03.2016 and published in the Gazette of India, Part – II, Section -3, Sub-section (ii) are binding upon the Contractor. Contractor shall implement these provisions at worksites, for which no extra payment will be payable.</p>
<p><b>28.</b></p>	<p><b>Facilities for Inspection:</b> The Contractor shall afford the Engineer and the Engineer's Representative every facility for entering in and upon every portion of the work at all hours for the purpose of inspection or otherwise and shall provide all labour, materials, planks, ladders, pumps, appliances and things of every kind required for the purpose and the Engineer and the Engineer's Representative shall at all times have free access to every part of the works and to all places at which materials for the works are stored or being prepared.</p>
<p><b>29.</b></p>	<p><b>Examination of Work before Covering Up:</b> The Contractor shall give 7 days' notice to the Engineer or the Engineer's Representative whenever any work or materials are</p>

	<p>intended to be covered up in the earth, in bodies or walls or otherwise to be placed beyond the reach of measurements in order that the work may be inspected or that correct dimensions may be taken before being so covered, placed beyond the reach of measurement in default whereof, the same shall at the option of the Engineer or the Engineer's Representative be uncovered and measured at the Contractor's expense or no allowance shall be made for such work or materials.</p>
30.	<p><b>Temporary Works:</b> All temporary works necessary for the proper execution of the works shall be provided and maintained by the Contractor and subject to the consent of the Engineer shall be removed by him at his expenses when they are no longer required and in such manner as the Engineer shall direct. In the event of failure on the part of the Contractor to remove the temporary works, the Engineer will cause them to be removed and cost as increased by supervision and other incidental charges shall be recovered from the Contractor. If temporary huts are provided by the Contractor on the HRIDC land for labour engaged by him for the execution of works, the Contractor shall arrange for handing over vacant possession of the said land after the work is completed; if the Contractor's labour refuse to vacate, and have to be evicted by the HRIDC, necessary expenses incurred by the HRIDC in connection therewith shall be borne by the Contractor.</p>
31.1	<p><b>Contractor to Supply Water for Works:</b> The Contractor shall be responsible for the arrangements to obtain supply of water necessary for the works.</p>
31.2	<p><b>Water Supply from Railway/HRIDC System:</b> The Railway/HRIDC may supply to the Contractor part or whole of the quantity of the water required for the execution of works from the Railway's existing water supply system at or near the site of works on specified terms and conditions and at such charges as shall be determined by the HRIDC and payable by the Contractor, provided that the Contractor shall arrange, at his own expense, to effect the connections and lay additional pipelines and accessories on the site and that the Contractor shall not be entitled to any compensation for interruption or failure of the water supply.</p>
31.3	<p><b>Water Supply by Railway Transport:</b> In the event of the Railway arranging supply of water to the Contractor at or near the site of works by travelling water tanks or other means, the freight and other charges incurred thereby, including demurrage charges that may be levied, shall be paid by the Contractor in addition to the charges referred to in Sub-Clause (2) of the Clause provided that the Contractor shall not be entitled to any compensation for interruption or failure of the water supply.</p>
31.4(a)	<p><b>Contractor to Arrange Supply of Electric Power for Works:</b> The Contractor shall be responsible for arrangements to obtain supply of Electric Power for the works.</p>
31.4(b)	<p><b>Electric Supply from the Railway/HRIDC System:</b> The Railway/HRIDC may supply to the Contractor part or whole of the electric power wherever available and</p>

	<p>possible, required for execution of works from the Railway's existing electric supply systems at or near the site of works on specified terms and conditions and such charges as shall be determined by the Railway/HRIDC and payable by the Contractor provided the cost of arranging necessary connections to the Railway's Electric Supply systems and laying of underground/overhead conductor, circuit protection, electric power meters, transmission structure, shall be borne by the Contractor and that the Contractor shall not be entitled to any compensation for interruption or failure of the Electric supply system.</p>
<p><b>32.</b></p>	<p><b>Property in Materials and Plant:</b> The materials and plant brought by the Contractor upon the site or on the land occupied by the Contractor in connection with the works and intended to be used for the execution thereof shall immediately be deemed to be the property of the HRIDC. Such of them as during the progress of the works are rejected by the Engineer under Clause 25 of these conditions or are declared by him not to be needed for the execution of the works or such as on the grant of the certificate of completion remain unused shall immediately on such rejection, declaration or grant cease to be deemed the property of the HRIDC and the Contractor may then (but not before) remove them from the site or the said land. This clause shall not in any way diminish the liability of the Contractor nor shall the HRIDC be in any way answerable for any loss or damage which may happen to or in respect of any such materials or plant either by the same being lost, stolen, injured or destroyed by fire, tempest or otherwise.</p>
<p><b>33.1</b></p>	<p><b>Tools, Plant and Materials Supplied by HRIDC:</b> The Contractor shall take all reasonable care of all tools, plant and materials or other property whether of a like description or not belonging to the HRIDC and committed to his charge for the purpose of the works and shall be responsible for all damage or loss caused by him, his agents, permitted sub-contractor, or his workmen or others while they are in his charge. The Contractors shall sign accountable receipts for tools, plants and materials made over to him by the Engineer and on completion of the works shall hand over the unused balance of the same to the Engineer in good order and repair, fair wear and tear excepted, and shall be responsible for any failure to account for the same or any damage done thereto.</p>
<p><b>33.2</b></p>	<p><b>Hire of HRIDC Plant:</b> The HRIDC may hire to the Contractor such plant as concrete mixers, compressors and portable engines for use during execution of the works on such terms as may be specified in the special conditions or in a separate agreement for Hire of Plant.</p>
<p><b>34.1</b></p>	<p><b>Precaution During Progress of Works:</b> During the execution of works, unless otherwise specified, the Contractor shall at his own cost provide the materials for and execute all shoring, timbering and strutting works as is necessary for the stability and safety of all structures, excavations and works and shall ensure that no damage, injury or loss is caused or likely to be caused to any person or property.</p>



<p><b>34.2</b></p>	<p><b>Roads and Water Courses:</b> Existing roads or water courses shall not be blocked cut through, altered, diverted or obstructed in any way by the Contractor, except with the permission of the Engineer. All compensations claimed for any unauthorized closure, cutting through, alteration, diversion or obstruction to such roads or water courses by the Contractor or his agent or his staff shall be recoverable from the Contractor's bills/Security Deposit or any other dues of Contractor with the Government of India.</p>
<p><b>34.3</b></p>	<p><b>Provision of Access to Premises:</b> During progress of work in any street or thoroughfare, the Contractor shall make adequate provision for the passage of traffic, for securing safe access to all premises approached from such street or thoroughfare and for any drainage, water supply or means of lighting which may be interrupted by reasons of the execution of the works and shall react and maintain at his own cost barriers, lights and other safeguards as prescribed by the Engineer, for the regulation of the traffic, and provide watchmen necessary to prevent accidents. The works shall in such cases be executed night and day, if so ordered by the Engineer and with such vigour so that the traffic way be impeded for as short a time as possible.</p>
<p><b>34.4</b></p>	<p><b>Safety of Public:</b> The Contractor shall be responsible to take all precautions to ensure the safety of the public whether on public or HRIDC property and shall post such look out men as may, in the opinion of the Engineer, be required to comply with regulations appertaining to the work. Contractor shall ensure placement of barricading / partitions at the place of work to ensure safety of habitants of adjacent area, failing which Engineer may advise stoppage of work as per his discretion.</p>
<p><b>34.5</b></p>	<p><b>Display Board:</b> The Contractor shall be responsible for displaying the details of works i.e. name of work, approximate cost, expected date of completion, name and address of the Contractor and address of Engineer on a proper steel Board of size not less than 1m x 1m.</p>
<p><b>35</b></p>	<p><b>Use of Explosives:</b> Explosives shall not be used on the works or on the site by the Contractor without the permission of the Engineer and then also only in the manner and to the extent to which such permission is given. Where explosives are required for the works, they shall be stored in a special magazine to be provided by and at the cost of the Contractor in accordance with the Explosive Rules. The Contractor shall obtain the necessary license for the storage and the use of explosives. All operations in which or for which explosives are employed shall be at the sole risk and responsibility of the Contractor and the Contractor shall indemnify the HRIDC in respect thereof.</p>
<p><b>36.(1)</b></p>	<p><b>Suspension of Works:</b> The Contractor shall on the order of the Engineer, suspend the progress of the works or any part thereof for such time or times and in such manner as the Engineer may consider necessary and shall during such suspension properly protect and secure the work so far as is necessary in the opinion of the Engineer. If such suspension is:</p>

	<ul style="list-style-type: none"> <li>(a) Provided for in the contract, or</li> <li>(b) Necessary for the proper execution of the works or by the reason of weather conditions or by some default on the part of the Contractor, and or</li> <li>(c) Necessary for the safety of the works or any part thereof, or</li> <li>(d) Necessary for the safety of adjoining public or other property or safety of the public or workmen or those who have to be at the site, or</li> <li>(e) Necessary to avoid disruption of traffic and utilities, as also to permit fast repair and restoration of any damaged utilities, or</li> <li>(f) Due to instruction of The National Green Tribunal or any other statutory authority due to high level of pollution in the city of worksite.</li> </ul>
<p><b>36.(2)</b></p>	<p>The Contractor shall not be entitled to the extra costs, if any, incurred by him during the period of suspension of the works, but in the event of any suspension ordered by the Engineer for reasons other than aforementioned and when each such period of suspension exceeds 14 days, the Contractor shall be entitled to such extension of time for completion of the works as the Engineer may consider proper having regard to the period or periods of such suspensions and to such compensations as the Engineer may consider reasonable in respect of salaries or wages paid by the Contractor to his employees during the periods of such suspension.</p>
<p><b>36.3</b></p>	<p><b>Suspension Lasting More than 3 Months:</b> If the progress of the works or any part thereof is suspended on the order of the Engineer for more than three months at a time, the Contractor may serve a written notice on the Engineer requiring permission within 15 days from the receipt thereof to proceed with the works or that part thereof in regard to which progress is suspended and if such permission is not granted within that time the Contractor by further written notice so served may, but is not bound to, elect to treat the suspension where it affects part only of the works as an omission of such part or where it affects the whole of the works, as an abandonment of the contract by the HRIDC.</p>
<p><b>37.</b></p>	<p><b>Rates for Items of Works:</b> (i) The rates, entered in the accepted Bill(s) of Quantities of the Contract are intended to provide for works duly and properly completed in accordance with the General and Special (if any) Conditions of the Contract and the Specifications and drawings together with such enlargements, extensions, diminutions, reductions, alterations or additions as may be ordered in terms of Clause 42 of these conditions and without prejudice to the generality thereof and shall be deemed to include and cover superintendence and labour, supply, including full freight of materials, stores, patterns, profiles, moulds, fittings, centerings, scaffolding, shoring props, timber, machinery, barracks, tackle, roads, pegs, posts, tools and all apparatus and plant required on the works, except such tools, plant or materials as may be specified in the contract to be supplied to the Contractor by the HRIDC, the erection,</p>

	<p>maintenance and removal of all temporary works and buildings, all watching, lighting, bailing, pumping and draining, all prevention of or compensation for trespass, all barriers and arrangements for the safety of the public or of employees during the execution of works, all sanitary and medical arrangements for labour camps as may be prescribed by the HRIDC, the setting of all work and of the construction, repair and upkeep of all center lines, bench marks and level pegs thereon, site clearance, all fees duties, royalties, rent and compensation to owners for surface damage or taxes and impositions payable to local authorities in respect of land, structures and all material supplied for the work or other duties or expenses for which the Contractor may become liable or may be put to under any provision of law for the purpose of or in connection with the execution of the contract and all such other incidental charges or contingencies as may have been specially provided for in the Specifications.</p> <p>However, if rates of existing GST or cess on GST for Works Contract is increased or any new tax /cess on Works Contract is imposed by Statute after the date of opening of tender but within the original date of completion/date of completion extended under clause 17 &amp; 17A and the Contractor thereupon properly pays such taxes/cess, the Contractor shall be reimbursed the amount so paid.</p> <p>Further, if rates of existing GST or cess on GST for Works Contract is decreased or any tax/cess on Works Contract is decreased / removed by Statute after the date of opening of tender, the reduction in tax amount shall be recovered from Contractor's bills/Security Deposit or any other dues of Contractor with the Government of India.</p>
<p><b>38.</b></p>	<p><b>Demurrage and Wharfage Dues:</b> Demurrage charges calculated in accordance with the scale in force for the time being on the HRIDC and incurred by the Contractor failing to load or unload any goods or materials within the time allowed by the HRIDC for loading as also wharfage charges, of materials not removed in time, as also charges due on consignments booked by or to him shall be paid by the Contractor, failing which such charges shall be debited to the Contractor's account in the hands of the HRIDC and shall be deducted from any sums which may become due to him in terms of the contracts.</p>
<p><b>39.1</b></p>	<p><b>Rates for Extra Item(s) of Works:</b></p> <p>(a) Standard Schedule of Rates (SSOR) Items: Any item of work carried out by the Contractor on the instructions of the Engineer which is not included in the accepted Bill(s) of Quantities but figures in the Standard Schedule of Rates (SSOR), shall be executed at the rates set forth in the "Standard Schedule of Rates (SSOR)" modified by the tender percentage as accepted in the contract for that chapter of Standard Schedule of Rates (SSOR).</p> <p>For item(s) not covered in this sub clause, the rate shall be decided as agreed upon between the Engineer and the Contractor before the execution of such items of work as per sub clause (b).</p>

	<p>(b) Other Items: For any item of work to be carried out by the Contractor but not included in the accepted Bill(s) of Quantities and also not covered under sub clause (a) above, the Contractor shall be bound to notify the Engineer at least seven days before the necessity arises for the execution of such items of works that the accepted Bill(s) of Quantities does not include rate or rates for such extra work involved. The rates payable for such items shall be decided at the meeting to be held between the Engineer and Contractor, in as short a period as possible after the need for the special item has come to the notice. In case the Contractor fails to attend the meeting after being notified to do so or in the event of no settlement being arrived at, the HRIDC shall be entitled to execute the extra works by other means and the Contractor shall have no claim for loss or damage that may result from such procedure.</p> <p>The assessment of rates for extra item(s) shall be arrived at based on the prevailing market rates of labour, machinery &amp; materials and by taking guidance from the following documents in order of priority:</p> <ul style="list-style-type: none"> <li>i. Analysis of Rates for “Unified Standard Schedule of Rates of Indian Railways (USSOR)”</li> <li>ii. Analysis of Rates for “Delhi Schedule of Rates issued by CPWD (DSR)”</li> </ul> <p>Market Analysis</p>
<p><b>39.2</b></p>	<p>Provided that if the Contractor commences work or incurs any expenditure in regard thereto before the rates as determined and agreed upon as lastly hereunto fore-mentioned, then and in such a case the Contractor shall only be entitled to be paid in respect of the work carried out or expenditure incurred by him prior to the date of determination of the rates as aforesaid according to the rates as shall be fixed by the Engineer. However, if the Contractor is not satisfied with the decision of the Engineer in this respect, he may appeal to the MD/HRIDC within 30 days of getting the decision of the Engineer, supported by analysis of the rates claimed. The MD/HRIDC decision after hearing both the parties in the matter would be final and binding on the Contractor and the HRIDC.</p>
<p><b>40.1</b></p>	<p><b>Handing over of Works:</b> The Contractor shall be bound to hand over the works executed under the contract to the HRIDC complete in all respects to the satisfaction of the Engineer. The Engineer shall determine the date on which the work is considered to have been completed, in support of which his certificate shall be regarded as sufficient evidence for all purposes. The Engineer shall determine from time to time, the date on which any particular section of the work shall have been completed, and the Contractor shall be bound to observe any such determination of the Engineer.</p>
<p><b>40.2</b></p>	<p><b>Clearance of Site on Completion:</b> On completion of the works, the Contractor shall clear away and remove from the site all constructional plant, surplus materials, rubbish and temporary works of every kind and leave the whole of the site and works clean and in a workman like condition to the satisfaction of the Engineer. No final payment in settlement of the accounts for the works shall be paid, held to be due or shall be made</p>

	<p>to the, Contractor till, in addition to any other condition necessary for final payment, site clearance shall have been affected by him, and such clearance may be made by the Engineer at the expense of the Contractor in the event of his failure to comply with this provision within 7 days after receiving notice to that effect. Should it become necessary for the Engineer to have the site cleared at the expenses of the Contractor, the HRIDC shall not be held liable for any loss or damage to such of the Contractor's property as may be on the site and due to such removal there from which removal may be affected by means of public sales of such materials and property or in such a way as deemed fit and convenient to the Engineer.</p>
<p><b>40A</b></p>	<p><b>Offloading of Part(s) of Work:</b> At the final stage of completion/ commissioning of work, in case the contractor fails to complete the final part(s) of the work and the value of such part(s) of the work is limited to 5% of the original contract value, the Engineer may allow/decide for offloading of such part(s) of works, either after the Contractor's request in writing to do so or after serving a 14 (Fourteen) days suo-moto notice (as per annexure- VIIA), if the Engineer is of the opinion that :-</p> <ul style="list-style-type: none"> <li>(i) Such Offloading of works (up to 5% of original contract value) would enable successful completion of contract/work,</li> <li>(ii) Termination/ Part termination of the contract at this stage is not be in the interest of the HRIDC/work; and</li> <li>(iii) The anticipated additional cost for execution of such works through other mode would not be substantial and can be recovered from the pending dues of the contractor;</li> </ul> <p>The Contractor shall be informed, in due course, by the Engineer of the mode and cost of execution of such offloaded work through other agency(ies) (as per Annexure- VIIB). The extra expenditure so incurred in execution of the offloaded work, shall be recovered from subsequent Bill(s) or any other dues of the Contractor, but not exceeding the value of Performance Guarantee available in the contract. There shall be no other repercussion of such offloading on execution of the balance contract. The Contractor shall have no claim on account of above mentioned offloading of works.</p>
	<p><b>VARIATIONS IN EXTENT OF CONTRACT</b></p>
<p><b>41.</b></p>	<p><b>Modification to Contract to be in Writing:</b> In the event of any of the provisions of the contract required to be modified after the contract documents have been signed, the modifications shall be made in writing and signed by the HRIDC and the Contractor and no work shall proceed under such modifications until this has been done. Any verbal or written arrangement abandoning, modifying, extending, reducing or</p>

	<p>supplementing the contract or any of the terms thereof shall be deemed conditional and shall not be binding on the HRIDC unless and until the same is incorporated in a formal instrument and signed by the HRIDC and the Contractor, and till then the HRIDC shall have the right to repudiate such arrangements.</p>
<p><b>42.1</b></p>	<p><b>Powers of Modification to Contract:</b> The Engineer on behalf of the HRIDC shall be entitled by order in writing to enlarge or extend, diminish or reduce the works or make any alterations in their design, character position, site, quantities, dimensions or in the method of their execution or in the combination and use of materials for the execution thereof or to order any additional work to be done or any works not to be done and the Contractor will not be entitled, to any compensation for any increase/reduction in the quantities of work but will be paid only for the actual amount of work done and for approved materials supplied against a specific order.</p>
<p><b>42.2</b></p>	<p>(i) Unless otherwise specified in the special conditions of the contract, the accepted variation in quantity of each individual item of the contract would be upto 25% of the quantity originally contracted, except in case of foundation work (in which no variation limit shall apply). However, the rates for the increased quantities shall be as per sub-para (iii) below.</p> <p>(ii) The Contractor shall be bound to carry out the work at the agreed rates and shall not be entitled to any claim or any compensation whatsoever upto the limit of 25% variation in quantity of individual item of works.</p> <p>(iii) In case an increase in quantity of an individual item by more than 25% of the agreement quantity is considered unavoidable, then same shall be executed at following rates</p> <ol style="list-style-type: none"> <li>a. Quantities operated in excess of 125% but upto 140% of the agreement quantity of the concerned item, shall be paid at 98% of the rate awarded for that item in that particular tender;</li> <li>b. Quantities operated in excess of 140% but upto 150% of the agreement quantity of the concerned item shall be paid at 96% of the rate awarded for that item in that particular tender;</li> <li>c. Variation in quantities of individual items beyond 150% will be avoided and would be permitted only in exceptional unavoidable circumstances and shall be paid at 96% of the rate awarded for that item in that particular tender.</li> <li>d. Variation to quantities of Minor Value Item: The limit for varying quantities for minor value items shall be 100% (as against 25% prescribed for other items). A minor value item for this purpose is defined</li> </ol>

	<p>as an item whose original agreement value is less than 1 % of the total original contract value.</p> <p>d.(i) Quantities operated upto and including 100% of the agreement quantity of the concerned minor value item, shall be paid at the rate awarded for that item in that particular tender;</p> <p>d.(ii) Quantities operated in excess of 100% but up to 200% of the agreement quantity of the concerned minor value item, shall be paid at 98% of the rate awarded for that item in that particular tender;</p> <p>d.(iii) Variation in quantities of individual minor value item beyond 200% will be avoided and would be permitted only in exceptional unavoidable circumstances and shall be paid at 96% of the rate awarded for that item in that particular tender.</p> <p>(iv) In case of earthwork items, the variation limit of 25% shall apply to the gross quantity of earthwork items and variation in the quantities of individual classifications of soil shall not be subject to this limit.</p> <p>(v) As far as Standard Schedule of Rates (SSOR) items are concerned, the variation limit of 25% would apply to the value of SSOR schedule(s) as a whole and not on individual SSOR items. However, in case of Non Standard Schedule of Rates (SSOR) items, the limit of 25% would apply on the individual items irrespective of the manner of quoting the rate (single percentage rate or individual item rate).</p>
<p><b>42.3</b></p>	<p><b>Valuation of Variations:</b> The enlargements, extensions, diminution, reduction, alterations or additions referred to in Sub-Clause (2) of this Clause shall in no degree affect the validity of the contract; but shall be performed by the Contractor as provided therein and be subject to the same conditions, stipulations and obligations as if they had been originally and expressively included and provided for in the Specifications and Drawings and the amounts to be paid therefor shall be calculated in accordance with the accepted Bill(s) of Quantities. Any extra item(s)/quantities of work falling outside the purview of the provisions of Sub-Clause (2) above shall be paid for at the rates determined under Clause-39 of these Conditions.</p>
	<p><b>CLAIMS :-</b></p>
<p><b>43.1</b></p>	<p><b>Quarterly Statement of Claims:</b> The Contractor shall prepare and furnish to the Engineer once in every quarter commencing from the month following the month of issue of Letter of Acceptance, an account giving full and detailed particulars of all claims for any additional expenses to which the Contractor may consider himself entitled to and of all extra or additional works ordered by the Engineer which he has</p>

	<p>executed during the preceding quarter and no claim for payment for such work will be considered which has not been included in such particulars.</p>
43.2	<p><b>Signing of "No Claim" Certificate:</b> The Contractor shall not be entitled to make any claim whatsoever against the HRIDC under or by virtue of or arising out of this contract, nor shall the HRIDC entertain or consider any such claim, if made by the Contractor, after he shall have signed a "No Claim" Certificate in favour of the HRIDC in such form as shall be required by the HRIDC after the works are finally measured up. The Contractor shall be debarred from disputing the correctness of the items covered by "No Claim" Certificate or demanding a clearance to arbitration in respect thereof.</p>
	<p><b>MEASUREMENTS, CERTIFICATES AND PAYMENTS :-</b></p>
44.	<p><b>Quantities in Bill(s) of Quantities Annexed to Contract:</b> The quantities set out in the accepted Bill(s) of Quantities with items of works quantified are the estimated quantities of the works and they shall not be taken as the actual and correct quantities of the work to be executed by the Contractor in fulfillment of his obligations under the contract.</p>
45(i).	<p><b>Measurement of Works by HRIDC:</b> The Contractor shall be paid for the works at the rates in the accepted Bill(s) of Quantities and for extra works at rates determined under Clause 39 of these Conditions on the measurements taken by the Engineer or the Engineer's representative in accordance with the rules prescribed for the purpose by the HRIDC. The quantities for items the unit of which in the accepted Bill(s) of Quantities is 100 or 1000 shall be calculated to the nearest whole number, any fraction below half being dropped and half and above being taken as one; for items the unit of which in the accepted Bill(s) of Quantities is single, the quantities shall be calculated to two places of decimals. Such measurements will be taken of the work in progress from time to time and at such intervals as in the opinion of the Engineer shall be proper having regard to the progress of works. The date and time on which 'on account' or 'final' measurements are to be made shall be communicated to the Contractor who shall be present at the site and shall sign the results of the measurements (which shall also be signed by the Engineer or the Engineer's representative) recorded in the official measurements book as an acknowledgement of his acceptance of the accuracy of the measurements. Failing the Contractor's attendance, the work may be measured up in his absence and such measurements shall, notwithstanding such absence, be binding upon the Contractor whether or not he shall have signed the measurement books provided always that any objection made by him to measurement shall be duly investigated and considered in the manner set out below:</p> <p>(a) It shall be open to the Contractor to take specific objection to any recorded measurements or Classification on any ground within seven days of the date of such</p>



	<p>measurements. Any re-measurement taken by the Engineer or the Engineer's representative in the presence of the Contractor or in his absence after due notice has been given to him in consequence of objection made by the Contractor shall be final and binding on the Contractor and no claim whatsoever shall thereafter be entertained regarding the accuracy and Classification of the measurements.</p> <p>(b) If an objection raised by the Contractor is found by the Engineer to be incorrect the Contractor shall be liable to pay the actual expenses incurred in measurements.</p>
<p><b>45(ii).</b></p>	<p><b>Measurement of Works by Contractor's Authorized Representative (in case the contract provides for the same):</b></p> <p>(a) The Contractor shall be paid for the works at the rates in the accepted Bill(s) of Quantities and for extra works at rates determined under Clause 39 of these Conditions on the measurements taken by the Contractor's authorized Engineer in accordance with the rules prescribed for the purpose by the HRIDC. The quantities for items the unit of which in the accepted Bill(s) of Quantities is 100 or 1000 shall be calculated to the nearest whole number, any fraction below half being dropped and half and above being taken as one; for items the unit of which in the accepted Bill(s) of Quantities is single, the quantities shall be calculated to two places of decimals. Such measurements will be taken of the work in progress from time to time. The date and time on which 'on account' or 'final' measurements are to be made shall be communicated to the Engineer.</p> <p>The date and time of test checks shall be communicated to the Contractor who shall be present at the site and shall witness the test checks, failing the Contractor's attendance the test checks may be conducted in his absence and such test checks shall not be withstanding such absence be binding upon Contractor provided always that any objection made by Contractor to test check shall be duly investigated and considered in the manner set out below:</p> <p>(i) It shall be open to the Contractor to take specific objection to test checks of any recorded measurement within 7 days of date of such test checks. Any re-test check done by the concerned HRIDC's authority in the presence of the Contractor or in his absence after due notice given to him in consequent of objection made by the Contractor shall be final and binding on the Contractor and no claim whatsoever shall thereafter be entertained regarding the accuracy and classification of the measurements.</p> <p>(ii) If an objection raised by the Contractor is found by the Engineer to be incorrect the Contractor shall be liable to pay the actual expenses incurred in measurements.</p> <p><b>(b) Incorrect measurement, actions to be taken:</b> If in case during test check or otherwise, it is detected by the Engineer that agency has claimed any exaggerated measurement or has claimed any false measurement for the works which have not been</p>

	<p>executed; amounting to variation of 5% or more of claimed gross bill amount, action shall be taken as following:</p> <p>(i) On first occasion of noticing exaggerated/ false measurement, Engineer shall recover liquidated damages equal to 10% of claimed gross bill value.</p> <p>(ii) On any next occasion of noticing any exaggerated/false measurement, HRIDC shall recover liquidated damages equal to 15% of claimed gross bill value. In addition, the facility of recording of measurements by Contractor as well as release of provisional payment shall be withdrawn. Once withdrawn, measurements shall be done by HRIDC as per clause 45(i) above.</p>
46.1	<p><b>"On-Account " Payments:</b> The Contractor shall be entitled to be paid from time to time by way of "On-Account" payment only for such works as in the opinion of the Engineer he has executed in terms of the contract. All payments due on the Engineer's/Engineer's Representative's certificates of measurements or Engineer's certified "Contractor's authorized Engineer's measurements" shall be subject to any deductions which may be made under these presents and shall further be subject to, unless otherwise required by Clause 16 of these Conditions, a retention of six percent by way of Security Deposits, until the amount of Security Deposit by way of such retentions shall amount to 5% of the total value of the contract provided always that the Engineer may by any certificate make any correction or modification in any previous certificate which shall have been issued by him and that the Engineer may withhold any certificate, if the works or any part thereof are not being carried out to his satisfaction.</p>
46.2	<p><b>Rounding off Amounts:</b> The total amount due on each certificate shall be rounded off to the nearest rupee, i.e. sum less than 50 paise shall be omitted and sums of 50 paise and more upto ₹1 will be reckoned as ₹ 1.</p>
46.3	<p><b>On Account Payments not Prejudicial to Final Settlement:</b> "On-Account" payments made to the Contractor shall be without prejudice to the final making up of the accounts (except where measurements are specifically noted in the Measurement Book as "Final Measurements" and as such have been signed by the Contractor and Engineer/Engineer's Representative) and shall in no respect be considered or used as evidence of any facts stated in or to be inferred from such accounts nor of any particular quantity of work having been executed nor of the manner of its execution being satisfactory.</p>
46.4	<p>If payment(s) of Advances are applicable in the contract, as mentioned in the Tender Documents, HRIDC shall make payment(s) of Interest bearing advances, on the request of contractor. The payment and recovery of such Advances shall be made as under:</p>

	<p><b>(a) Mobilisation Advance – Not Applicable</b></p> <p><b>(b) Advance Against Machinery and Equipment – Not Applicable</b></p>
<b>46.5</b>	<b>Manner of Payment:</b> The Contractor will be transferred electronically to his bank account.
<b>46A.</b>	<b>Price Variation Clause (PVC):</b>
<b>46A.1</b>	<p><b>Applicability:</b> Price Variation Clause (PVC) shall be applicable only in tender having advertised value above <b>Rs. 2 Crores</b>. Provided further that, in a contract where PVC is applicable, following shall be outside the purview of price adjustments (i.e. shall be excluded from the gross value of the work for the purpose of price variation):</p> <ol style="list-style-type: none"> <li>a) Materials supplied by HRIDC to the Contractors, either free or at fixed rate;</li> <li>b) Any extra item(s) included in subsequent variation falling outside the purview of the Bill(s) of Quantities of tender, under clause 39. (1)(b) of these Standard General Conditions, unless applicability of PVC and ‘Base Month’ has been specially agreed, while fixing the rates of such extra item(s).</li> </ol>
<b>46A.2</b>	<p><b>Base Month:</b> The Base Month for ‘Price Variation Clause’ shall be taken as the one month prior to closing of tender, unless otherwise stated elsewhere. The quarter for applicability of PVC shall commence from the month following the Base month. The Price Variation shall be based on the average Price Index of the quarter under consideration.</p>
<b>46A.3</b>	<p><b>Validity:</b></p> <p>Rates accepted by HRIDC Administration shall hold good till completion of work and no additional individual claim shall be admissible except:</p> <ol style="list-style-type: none"> <li>(a) Payment/recovery for increase/decrease in GST on works contract or imposition/removal of any tax/cess on Works Contract as per Clause 37,</li> <li>(b) Payment/recovery for overall market situation as per Price Variation Clause given hereunder.</li> </ol>
<b>46A.4</b>	Components of various items in a contract on which variation in prices be admissible, shall be steel, cement, ferrous material, non-ferrous material, insulators, zinc and other materials, labour, plant & machinery, fuel, explosives, detonators etc. Adjustment for variation in prices of these items shall be determined in the manner prescribed.
<b>46A.5</b>	No price variation shall be admissible for fixed components.

**46A.6**

The percentages of various components in various type of works shall be as specified for all item (s)/ Bill(s) of Quantities in tender document and the same shall be fixed as per table & classifications given below:

**(I). For Civil Engineering Works**

S N	Classification		1A, 2 & 3A	4A	5A	6A	7	8A	9A	1B, 3B, 4B, 5B, 6B 8B & 9B	1C, 3C, 4C, 5C, 6C, 8C & 9C	3D, 4D, 5D, 6D, 7D, 8D & 9D	3E, 4E, 5E, 6E, 8E & 9E
		Components											
1	Fixed	*	15	15	15	15	15	15	15	15	15	15	15
2	Labour	L <sub>c</sub>	20	25	30	20	50	20	20	0	0	10	25
3	Steel	S <sub>c</sub>	0	0	0	0	0	0	0	85	0	50	0
4	Cement	C <sub>c</sub>	0	0	15	0	0	0	0	0	85	0	0
5	Plant Machinery & Spares	PM <sub>c</sub>	30	15	5	20	15	20	30	0	0	10	30
6	Fuel & Lubricants	F <sub>c</sub>	25	15	05	15	15	20	15	0	0	10	20
7	Other materials	M <sub>c</sub>	10	15	30	30	05	25	20	0	0	5	10
8	Detonators & Explosive	E <sub>c</sub>	0	15	0	0	0	0	0	0	0	0	0
Total			100	100	100	100	100	100	100	100	100	100	100

\* It shall not be considered for any price variation.

The classification mentioned in the table above represents following type of item(s) in the work(s) –

**1 Earthwork in Formation**

1A All Item(s) excluding 1B or/and 1C

1B Item(s) for supply of Steel

1C Item(s) for supply of Cement

**2 Ballast Supply Works**

**3 Tunnelling Works (Without Explosives)**

3A All Item(s) excluding 3B or/and 3C or/and 3D or/and 3E

3B Item(s) for supply of Steel

3C Item(s) for supply of Cement or/and Grout

3D Item(s) for Fabrication & Erection of Structures including supply of Steel

3E Item(s) for Fabrication & Erection of Structures excluding supply of Steel.

**4 Tunnelling Works (With explosives)**

4A All Item(s) excluding 4B or/and 4C or/and 4D or/and 4E

4B Item(s) for supply of Steel

4C Item(s) for supply of Cement or/and Grout

4D Item(s) for Fabrication & Erection of Structures including supply of Steel

4E Item(s) for Fabrication & Erection of Structures excluding supply of Steel.

**5 Building Works**

5A All Item(s) excluding 5B or/and 5C or/and 5D or/and 5E

5B Item(s) for supply of Steel

5C Item(s) for supply of Cement

5D Item(s) for Fabrication & Erection of Structures including supply of Steel

5E Item(s) for Fabrication & Erection of Structures excluding supply of Steel.

**6 Bridges & Protection work**

6A All Item(s) excluding 6B or/and 6C or/and 6D or/and 6E

6B Item(s) for supply of Steel

6C Item(s) for supply of Cement

6D Item(s) for Fabrication, Assembly, Erection& Launching of Girders including supply of Steel

6E Item(s) for Fabrication, Assembly, Erection & Launching of Girders excluding supply of Steel

**7 Permanent Way linking**

**8 Platform, Passenger Amenities**

8A All Item(s) excluding 8B or/and 8C or/and 8D or/and 8E

8B Item(s) for supply of Steel item/fittings

8C Item(s) for supply of Cement Item

8D Item(s) for Fabrication & Erection of Structures including supply of Steel

8E Item(s) for Fabrication & Erection of Structures excluding supply of Steel

**9 Any Other Works not covered in Classification 1 to 8**

9A All Item(s) excluding 9B or/and 9C or/and 9D or/and 9E

9B Item(s) for supply of Steel

9C Item(s) for supply of Cement or/and Grout

	<p>9D Item(s) for Fabrication &amp; Erection of Structures including supply of Steel            9E Item(s) for Fabrication &amp; Erection of Structures excluding supply of Steel</p>
<p><b>46A.7</b></p>	<p><b>Formulae:</b> The Amount of variation in prices in various components (labour, material etc.) shall be worked out by the following formulae:</p> <p>(i) <math display="block">L = \frac{(W \text{ or } W_{SF} \text{ or } W_F \text{ or } W_{SFL} \text{ or } W_{FL}) \times (L_Q - L_B) \times L_C}{L_B \times 100}</math></p> <p>(ii) <math display="block">M = \frac{(W \text{ or } W_{SF} \text{ or } W_F \text{ or } W_{SFL} \text{ or } W_{FL}) \times (M_Q - M_B) \times M_C}{M_B \times 100}</math></p> <p>(iii) <math display="block">F = \frac{(W \text{ or } W_S \text{ or } W_C \text{ or } W_{SF} \text{ or } W_F \text{ or } W_{SFL} \text{ or } W_{FL}) \times (F_Q - F_B) \times F_C}{F_B \times 100}</math></p> <p>(iv) <math display="block">E = \frac{(W \text{ or } W_S \text{ or } W_C \text{ or } W_{SF} \text{ or } W_F \text{ or } W_{SFL} \text{ or } W_{FL}) \times (E_Q - E_B) \times E_C}{E_B \times 100}</math></p> <p>(v) <math display="block">PM = \frac{(W \text{ or } W_S \text{ or } W_C \text{ or } W_{SF} \text{ or } W_F \text{ or } W_{SFL} \text{ or } W_{FL}) \times (PM_Q - PM_B) \times PM_C}{PM_B \times 100}</math></p> <p>(vi) <math display="block">S = \frac{(W \text{ or } W_S \text{ or } W_{SF}) \times (S_Q - S_B) \times S_C}{S_B \times 100}</math></p> <p>(vii) <math display="block">C = \frac{(W \text{ or } W_C) \times (C_Q - C_B) \times C_C}{C_B \times 100}</math></p> <p><b>(II) For Railway Electrification Works:</b></p> <p>(viii) <math display="block">T = [0.4136 \times (C_Q - C_B) / C_B] \times 85</math></p> <p>(ix) <math display="block">R = [0.94 \times (R_T - R_O) / R_O + 0.06 \times (Z_T - Z_O) / Z_O] \times 85</math></p> <p>(x) <math display="block">N = [(P_T - P_O) / P_O] \times 85</math></p> <p>(xi) <math display="block">I = [(I_T - I_O) / I_O] \times 85</math></p> <p>(xii) <math display="block">G = [(M_Q - M_B) / M_B] \times 85</math></p> <p>(xiii) <math display="block">Er = [(L_Q - L_B) / L_B] \times 85</math></p> <p><i>Where,</i></p> <p>L Amount of price variation in Labour  M Amount of price variation in Materials  F Amount of price variation in Fuel  E Amount of price variation in Explosives  PM Amount of price variation in Plant, Machinery and Spares  S Amount of price variation in Steel Supply Item  C Amount of price variation in Cement Supply Item</p>

T	Percentage variation payable on the gross value of bill of Concreting (Bill(s) of Quantities for concrete items)
R	Percentage variation payable on the gross value of bill of Ferrous Items (Bill(s) of Quantities for ferrous items)
N	Percentage variation payable on the gross value of bill of Non-Ferrous Items (Bill(s) of Quantities for non-ferrous items)
I	Percentage variation payable on the gross value of bill of Insulator (Bill(s) of Quantities for Insulator items)
G	Percentage variation payable on the gross value of bill of General Works (Bill(s) of Quantities for General items)
Er	Percentage variation payable on the gross value of erection (Bill(s) of Quantities for Erection Item)
L <sub>C</sub>	% of Labour Component in the item(s)
M <sub>C</sub>	% of Material Component in the item(s)
F <sub>C</sub>	% of Fuel Component in the item(s)
E <sub>C</sub>	% of Explosive Component in the item(s)
PM <sub>C</sub>	% of Plant, Machinery and Spares Component in the item(s)
S <sub>C</sub>	% of Steel Supply item Component in the item(s)
C <sub>C</sub>	% of Cement Supply item Component in the item(s)
W	Gross value of work done by Contractor as per on-account bill(s) excluding the Gross value of work under W <sub>S</sub> or/and W <sub>C</sub> or/and W <sub>SF</sub> or/and W <sub>F</sub> or/and W <sub>SFL</sub> or/and W <sub>FL</sub> and cost of materials supplied by HRIDC either free or at fixed rate,
W <sub>S</sub>	Gross value of work done by Contractor for item(s) of supply of steel.
W <sub>C</sub>	Gross value of work done by Contractor for item(s) of supply of cement and /or supply of grout material.
W <sub>SF</sub>	Gross value of work done by Contractor for item(s) of Fabrication & Erection of Structures including supply of Steel.
W <sub>F</sub>	Gross value of work done by Contractor for Fabrication & Erection of Structures excluding supply of Steel.
W <sub>SFL</sub>	Gross value of work done by Contractor for item(s) of Fabrication, Assembly, Erection / Launching of Girders including supply of Steel.
W <sub>FL</sub>	Gross value of work done by Contractor for item(s) of Fabrication, Assembly, Erection / Launching of Girders excluding supply of Steel.

	<p>L<sub>B</sub> Consumer Price Index for Industrial Workers - All India: Published in R.B.I. Bulletin for the base period</p> <p>L<sub>Q</sub> Consumer Price Index for Industrial Workers - All India: Published in R.B.I. Bulletin for the average price index of the 3 months of the quarter under consideration</p> <p>M<sub>B</sub> Wholesale Price Index: All commodities – as published in the R.B.I. Bulletin for the base period</p> <p>M<sub>Q</sub> Wholesale Price Index: All commodities – as published in the R.B.I. Bulletin for the average price index of the 3 months of the quarter under consideration</p> <p>F<sub>B</sub> The average of official prices of Diesel available on the official website of ‘Petroleum Planning and Analysis cell’ under Ministry of Petroleum and Natural Gas for Delhi, Kolkata, Mumbai &amp; Chennai, for the base period</p> <p>F<sub>Q</sub> The average of official prices of Diesel available on the official website of ‘Petroleum Planning and Analysis cell’ under Ministry of Petroleum and Natural Gas for Delhi, Kolkata, Mumbai &amp; Chennai, for the 3 months of the quarter under consideration</p> <p>E<sub>B</sub> Index number of Monthly Whole Sale Price Index for the category ‘Explosive’ of (g). Manufacture of other chemical products under (J) MANUFACTURE OF CHEMICALS AND CHEMICAL PRODUCTS, published by Office of Economic Adviser, Govt. of India, Ministry of Commerce &amp; Industry, Department of Industrial Policy &amp; Promotion (DIPP), for the base period.</p> <p>E<sub>Q</sub> Index number of Monthly Whole Sale Price Index for the category ‘Explosive’ of (g). Manufacture of other chemical products under (J) MANUFACTURE OF CHEMICALS AND CHEMICAL PRODUCTS, published by Office of Economic Adviser, Govt. of India, Govt. of India, Ministry of Commerce &amp; Industry, Department of Industrial Policy &amp; Promotion (DIPP), for the average price index of 3 months of the quarter under consideration.</p> <p>PM<sub>B</sub> Index Number of Wholesale Prices in India by Groups and Sub Groups (Averages) for ‘Manufacture of machinery for mining, quarrying and construction’– published in RBI (Reserve Bank of India) Bulletin, for the base period.</p> <p>PM<sub>Q</sub> Index Number of Wholesale Prices in India by Groups and Sub Groups (Averages) for ‘Manufacture of machinery for mining, quarrying and construction’– published in RBI (Reserve Bank of India) Bulletin, for the average price index of 3 months of the quarter under consideration.</p>
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	<p><b>S<sub>B</sub></b> The average rate provided by the Joint Plant Committee for the relevant category of steel item as mentioned in Clause 46A.9; for the base period.</p> <p><b>S<sub>Q</sub></b> The average rate provided by the Joint Plant Committee for the relevant category of steel item as mentioned in Clause 46A.9; for the 3 months of the quarter under consideration.</p> <p><b>C<sub>B</sub></b> Index No. of Wholesale Price Index of sub-group Cement, Lime &amp; Plaster as published in RBI Bulletin for the base period</p> <p><b>C<sub>Q</sub></b> No. of Wholesale Price Index of sub-group Cement, Lime &amp; Plaster as published in RBI Bulletin for the average price index of the 3 months of the quarter under consideration</p> <p><b>R<sub>T</sub></b> IEEMA price index for Steel Blooms (size 150mmx150mm) for the month which is two months prior to date of inspection of material.</p> <p><b>R<sub>O</sub></b> IEEMA price index for Steel Blooms (size 150mmx150mm)for the month which is one month prior to date of opening of tender.</p> <p><b>P<sub>T</sub></b> IEEMA price index for Copper wire rods for the month which is two months prior to date of inspection of material.</p> <p><b>P<sub>O</sub></b> IEEMA price index for Copper wire rods for the month which is one month prior to date of opening of tender.</p> <p><b>Z<sub>T</sub></b> IEEMA price index for Zinc for the month which is two months prior to date of inspection of material</p> <p><b>Z<sub>O</sub></b> IEEMA price index for Zinc for the month which is one month prior to date of opening of tender</p> <p><b>I<sub>T</sub></b> RBI wholesale price index for the sub-group “Insulators” for the month which is two months prior to date of inspection of material</p> <p><b>I<sub>O</sub></b> RBI wholesale price index for the sub-group “Insulators” for the month which is one month prior to date of opening of tender.</p>						
<b>46A.8</b>	The demands for escalation of cost shall be allowed on the basis of provisional indices as mentioned above in Clause 46A.7. Any adjustment needed to be done based on the finally published indices shall be made as and when they become available.						
<b>46A.9</b>	<p>(1) Relevant categories of steel for the purpose of operating Price Variation formula as mentioned in this Clause shall be as under:</p> <table border="1"> <thead> <tr> <th>SL</th> <th>Classification</th> <th>Rates to be used for calculating S<sub>Q</sub> or S<sub>B</sub></th> </tr> </thead> <tbody> <tr> <td>1.</td> <td>Reinforcement bars and other rounds</td> <td>Average of per tonne rates of 10mm dia TMT &amp; 25mm dia TMT; confirming IS1786; Fe 500</td> </tr> </tbody> </table>	SL	Classification	Rates to be used for calculating S <sub>Q</sub> or S <sub>B</sub>	1.	Reinforcement bars and other rounds	Average of per tonne rates of 10mm dia TMT & 25mm dia TMT; confirming IS1786; Fe 500
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	<table border="1"> <tr> <td data-bbox="370 247 440 394">2.</td> <td data-bbox="440 247 829 394">All types and sizes of angles, channels and joists</td> <td data-bbox="829 247 1495 394">Average of per tonne rates of ‘Angle 75x75x6mm, Mild Steel Plate 10mm thickness and Channel 150x75mm; confirming IS2062, E250 Gr “A”</td> <td data-bbox="1495 247 1612 394"></td> </tr> <tr> <td data-bbox="370 394 440 506">3.</td> <td data-bbox="440 394 829 506">All types and sizes of plates</td> <td data-bbox="829 394 1495 506">Average of per tonne rates of ‘MS Plates 10mm thickness and 25mm thickness; confirming IS2062, E250 Gr “A”</td> <td data-bbox="1495 394 1612 506"></td> </tr> <tr> <td data-bbox="370 506 440 617">4.</td> <td data-bbox="440 506 829 617">Any other section of steel not covered in the above categories</td> <td data-bbox="829 506 1495 617">Average of price for the 3 categories covered under SL 1, 2 &amp; 3 in this table.</td> <td data-bbox="1495 506 1612 617"></td> </tr> </table> <p data-bbox="358 657 1461 726"><b>(2).</b> Relevant city for referring “JPC (Joint Plant Committee)” rates of steel items (SQ/SB) in different Zonal Railways shall be as under:</p> <table border="1"> <thead> <tr> <th data-bbox="370 726 431 779">SL</th> <th data-bbox="431 726 659 779">City</th> <th data-bbox="659 726 1453 779">Railway</th> </tr> </thead> <tbody> <tr> <td data-bbox="370 779 431 831">1.</td> <td data-bbox="431 779 659 831">Delhi</td> <td data-bbox="659 779 1453 831">Northern , North Central, North Eastern, North Western</td> </tr> <tr> <td data-bbox="370 831 431 934">2.</td> <td data-bbox="431 831 659 934">Kolkata</td> <td data-bbox="659 831 1453 934">Eastern, East Central, East Coast, Northeast Frontier, South Eastern, Southeast Central</td> </tr> <tr> <td data-bbox="370 934 431 987">3.</td> <td data-bbox="431 934 659 987">Mumbai</td> <td data-bbox="659 934 1453 987">Central, Western, West Central</td> </tr> <tr> <td data-bbox="370 987 431 1039">4.</td> <td data-bbox="431 987 659 1039">Chennai</td> <td data-bbox="659 987 1453 1039">Southern, South Central &amp; South Western</td> </tr> </tbody> </table>	2.	All types and sizes of angles, channels and joists	Average of per tonne rates of ‘Angle 75x75x6mm, Mild Steel Plate 10mm thickness and Channel 150x75mm; confirming IS2062, E250 Gr “A”		3.	All types and sizes of plates	Average of per tonne rates of ‘MS Plates 10mm thickness and 25mm thickness; confirming IS2062, E250 Gr “A”		4.	Any other section of steel not covered in the above categories	Average of price for the 3 categories covered under SL 1, 2 & 3 in this table.		SL	City	Railway	1.	Delhi	Northern , North Central, North Eastern, North Western	2.	Kolkata	Eastern, East Central, East Coast, Northeast Frontier, South Eastern, Southeast Central	3.	Mumbai	Central, Western, West Central	4.	Chennai	Southern, South Central & South Western
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<p><b>46A.10</b></p>	<p><b>Price Variation during Extended Period of Contract</b></p> <p>The price adjustment as worked out above, i.e. either increase or decrease shall be applicable upto the stipulated date of completion of work including the extended period of completion where such extension has been granted under Clause 17A of the Standard General Conditions of Contract. However, where extension of time has been granted due to Contractor’s failure under Clause 17B of the Standard General Conditions of Contract, price adjustment shall be done as follows:</p> <ol style="list-style-type: none"> <li data-bbox="407 1455 1461 1667"><b>a.</b> In case the indices increase above the indices applicable to the last month of original completion period or the extended period under Clause 17A, the price adjustment for the period of extension granted under Clause 17B shall be limited to the amount payable as per the Indices applicable to the last month of the original completion period or the extended period under Clause 17A of the Standard General Conditions of Contract; as the case may be.</li> <li data-bbox="407 1671 1461 1814"><b>b.</b> In case the indices fall below the indices applicable to the last month of original/ extended period of completion under Clause 17A, as the case may be; then the lower indices shall be adopted for the price adjustment for the period of extension under Clause 17B of the Standard General Conditions of Contract.</li> </ol>																											

<p>47</p>	<p><b>Maintenance of Works:</b> The Contractor shall at all times during the progress and continuance of the works and also for the <b>period of maintenance/Guarantee Period</b> specified in the Special condition of contract, after the date of issue of the certificate of completion by the Engineer or any other earlier date subsequent to the completion of the works that may be fixed by the Engineer, be responsible for and effectively maintain and uphold in good substantial, sound and perfect condition all and every part of the works and shall make good from time to time and at all times as often as the Engineer shall require, any damage or defect that may during the above period arise in or be discovered or be in any way connected with the works, provided that such damage or defect is not directly caused by errors in the contract documents, act of providence or insurrection or civil riot, and the Contractor shall be liable for and shall pay and make good to the HRIDC or other persons legally entitled thereto whenever required by the Engineer so to do, all losses, damages, costs and expenses they or any of them may incur or be put or be liable to by reasons or in consequence of the operations of the Contractor or of his failure in any respect.</p>
<p>48.(1)</p>	<p><b>Certificate of Completion of Works:</b> As soon as in the opinion of the Engineer, the work has been completed and has satisfactorily passed any final test or tests that may be prescribed, the Engineer shall issue a certificate of completion duly indicating the date of completion in respect of the work and the period of maintenance of the work shall commence from the date of completion mentioned in such certificate. The certificate, inter alia, should mention that the work has been completed in all respects and that all the contractual obligations have been fulfilled by the Contractor and that there is no due from the Contractor to HRIDCs against the contract concerned.</p> <p>The Engineer may also issue such a certificate indicating date of completion with respect to any part of the work (before the completion of the whole of work), which has been both completed to the satisfaction of the Engineer and occupied or used by the HRIDC. When any such certificate is given in respect of part of a work, such part shall be considered as completed and the period of maintenance of such part shall commence from the date of completion mentioned in the completion certificate issued for that part of the work.</p>
<p>48.(2)</p>	<p><b>Contractor not Absolved by Completion Certificate:</b> The Certificate of Completion in respect of the works referred to in Sub-Clause (1) of this Clause shall not absolve the Contractor from his liability to make good any defects imperfections, shrinkages or faults which may appear during the period of maintenance specified in the tender arising in the opinion of the Engineer from materials or workmanship not in accordance with the drawings or specifications or instruction of the Engineer, which defects, imperfections, shrinkages or faults shall upon the direction in writing of the Engineer be amended and made good by the Contractor at his own cost; and in case of default on the part of Contractor, the Engineer may employ labour and materials or appoint another Contractor to amend and make good such defects, imperfections, shrinkages and faults and all expenses consequent thereon and incidental thereto shall be borne by the Contractor and shall be recoverable from any moneys due to him under the contract.</p>

<p><b>48.3</b></p>	<p><b>Final Supplementary Agreement:</b> After the work is completed or otherwise concluded by the parties with mutual consent, and taken over by the HRID as per terms and conditions of the contract agreement, and there is unequivocal no claim on either side under the Contract other than as mentioned in item 4 of Annexure XIV, the parties shall execute the Final Supplementary Agreement as per Annexure XIV.</p>
<p><b>49.</b></p>	<p><b>Approval only by Maintenance Certificate:</b> No certificate other than Maintenance Certificate, if applicable, referred to in Clause 50 of the Conditions shall be deemed to constitute approval of any work or other matter in respect of which it is issued or shall be taken as an admission of the due performance of the contract or any part thereof.</p>
<p><b>50.1</b></p>	<p><b>Maintenance Certificate:</b> The Contract shall not be considered as completed until a Maintenance Certificate, if applicable, shall have been signed by the Engineer stating that the works have been completed and maintained to his satisfaction. The Maintenance Certificate shall be given by the Engineer upon the expiration of the period of maintenance/ Guarantee Period or as soon thereafter as any works ordered during such period pursuant to Sub Clause (2) to Clause 48 of these Conditions shall have been completed to the satisfaction of the Engineer, and full effect shall be given to this Clause notwithstanding the taking possession of or using the works or any part thereof by the HRIDC.</p> <p>The Competent Authority to issue above Maintenance Certificate shall normally be the authority who is competent to sign the contract. If this Competent Authority is of the rank lower than JA Grade, then a JA Grade Officer (concerned with the work) should issue the Certificate. The Certificate, inter alia, should mention that the work has been completed in all respects and that all the contractual obligations have been fulfilled by the Contractor and that there is no due from the Contractor to HRIDC against the contract concerned.</p>
<p><b>50.2</b></p>	<p><b>Cessation of HRIDC Liability:</b> The HRIDC shall not be liable to the Contractor for any matter arising out of or in connection with the contract for execution of the works unless the Contractor has made a claim in writing in respect thereof before the issue of the Maintenance Certificate under this clause.</p>
<p><b>50.3</b></p>	<p><b>Unfulfilled Obligations:</b> Notwithstanding the issue of the Maintenance Certificate the Contractor and (subject to Sub-Clause (2) of this Clause) the HRIDC shall remain liable for the fulfillment of any obligation incurred under the provision of the contract prior to the issue of the Maintenance Certificate which remains unperformed at the time such Certificate is issued and for the purposes of determining the nature and extent of any such obligations, the contract shall be deemed to remain in force between the parties thereto.</p>
<p><b>51.1</b></p>	<p><b>Final Payment:</b> On the Engineer's certificate of completion in respect of the works, adjustment shall be made and the balance of account based on the Engineer or the Engineer's representative's certified measurements or Engineer's certified</p>

	<p>“contractor’s authorized engineer’s measurements” of the total quantity of work executed by the Contractor upto the date of completion and on the rates accepted in Bill(s) of Quantities and for extra works on rates determined under Clause 39 of these Conditions shall be paid to the Contractor subject always to any deduction which may be made under these presents and further subject to the Contractor having signed delivered to the Engineer enclosing either a full account in detail of all claims he may have on the HRIDC in respect of the works or having delivered No Claim Certificate and the Engineer having after the receipt of such account given a certificate in writing that such claims are not covered under excepted matter i.e. Clauses 7(j), 8, 18, 22(5), 39.1, 39.2, 40A, 43(2), 45(i)(a), 55, 55-A(5), 57, 57A, 61(1), 61(2) and 62(1), 63(iv) and 63.2.11 of the Standard General Conditions of Contract or in any Clause (stated as excepted matter) of the Special Conditions of the Contract, that the whole of the works to be done under the provisions of the Contracts have been completed, that they have been inspected by him since their completion and found to be in good and substantial order, that all properties, works and things, removed, disturbed or injured in consequence of the works have been properly replaced and made good and all expenses and demands incurred by or made upon the HRIDC for or in the respect of damage or loss by from or in consequence of the works, have been satisfied agreeably and in conformity with the contract.</p>
<p><b>51.2</b></p>	<p><b>Post Payment Audit:</b> It is an agreed term of contract that the HRIDC reserves to itself the right to carry out a post-payment audit and/ or technical examination of the works and the Final Bill including all supporting vouchers, abstracts etc. and to make a claim on the Contractor for the refund of any excess amount paid to him till the release of security deposit or settlement of claims, whichever is later, if as a result of such examination any over-payment to him is discovered to have been made in respect of any works done or alleged to have been done by him under the contract.</p>
<p><b>51-A.</b></p>	<p><b>Production of Vouchers etc. by the Contractor:</b></p> <p>(i) For a contract of more than one crore of rupees, the Contractor shall, whenever required, produce or cause to be produced for examination by the Engineer any quotation, invoice, cost or other account, book of accounts, voucher, receipt, letter, memorandum, paper of writing or any copy of or extract from any such document and also furnish information and returns verified in such manner as may be required in any way relating to the execution of this contract or relevant for verifying or ascertaining cost of execution of this contract (the decision of the Engineer on the question of relevancy of any documents, information or return being final and binding in the parties). The Contractor shall similarly produce vouchers etc., if required to prove to the Engineer, that materials supplied by him, are in accordance with the specifications laid down in the contract.</p> <p>(ii) If any portion of the work in a contract of value more than one crore of rupees be carried out by a sub-contractor or any subsidiary or allied firm or company (as per Clause 7 of the Standard General Conditions of Contract), the Engineer shall</p>

	<p>have power to secure the books of such sub-contract or any subsidiary or allied firm or company, through the Contractor, and such books shall be open to his inspection.</p> <p>(iii) The obligations imposed by Sub Clause (i) &amp; (ii) above is without prejudice to the obligations of the Contractor under any statute rules or orders binding on the Contractor.</p>
<p><b>52.</b></p>	<p><b>Withholding and Lien in Respect of Sums Claimed:</b> Whenever any claim or claims for payment of a sum of money arises out of or under the contract against the Contractor, the HRIDC shall be entitled to withhold and also have a lien to retain such sum or sums in whole or in part from the security, if any, deposited by the Contractor and for the purpose aforesaid, the HRIDC shall be entitled to withhold the said cash Security Deposit or the Security if any, furnished as the case may be and also have a lien over the same pending finalization or adjudication of any such claim. In the event of the security being insufficient to cover the claimed amount or amounts or if no security has been taken from the Contractor, the HRIDC shall be entitled to withhold and have a lien to the extent of the such claimed amount or amounts referred to supra, from any sum or sums found payable or which at any time thereafter may become payable to the Contractor under the same contract or any other contract with this or any other Railway/HRIDC or any Department of the Central Government pending finalization or adjudication of any such claim.</p> <p>It is an agreed term of the contract that the sum of money or moneys so withheld or retained under the lien referred to above, by the HRIDC will be kept withheld or retained as such by the HRIDCs till the claim arising out of or under the contract is determined by the arbitrator (if the contract governed by the Arbitration Clause) or by the competent court as the case may be and that the Contractor will have no claim for interest or damages whatsoever on any account in respect of such withholding or retention under the lien referred to supra and duly notified as such to the Contractor. For the purpose of this clause, where the Contractor is a partnership firm or a company, the HRIDC shall be entitled to withhold and also have a lien to retain towards such claimed amount or amounts in whole or in part from any sum found payable to any partner / company, as the case may be whether in his individual capacity or otherwise.</p>
<p><b>52-A</b></p>	<p><b>Lien in Respect of Claims in other Contracts:</b></p> <p>(i) Any sum of money due and payable to the Contractor (including the Security Deposit returnable to him) under the contract may be withheld or retained by way of lien by the HRIDC, against any claim of this or any other HRIDC or any other Department of the Central Government in respect of payment of a sum of money arising out of or under any other contract made by the Contractor with this or any other Department of the Central Government.</p> <p>(ii) However, recovery of claims of HRIDC in regard to terminated contracts may be made from the Final Bill, Security Deposits and Performance Guarantees of other</p>

	<p>contract or contracts, executed by the Contractor. The Performance Guarantees submitted by the Contractor against other contracts, if required, may be withheld and encashed. In addition, 10% of each subsequent ‘on-account bill’ may be withheld, if required, for recovery of HRIDC dues against the terminated contract.</p> <p>(iii) It is an agreed term of the contract that the sum of money so withheld or retained under this Clause by the HRIDC will be kept withheld or retained as such by the HRIDC till the claim arising out of or under any other contract is either mutually settled or determined by arbitration, if the other contract is governed by Arbitration Clause or by the competent court as the case may be and Contractor shall have no claim for interest or damages whatsoever on this account or on any other ground in respect of any sum of money withheld or retained under this Clause and duly notified as such to the Contractor.</p>
<p>53.</p>	<p><b>Signature on Receipts for Amounts:</b> Every receipt for money which may become payable or for any security which may become transferable to the Contractors under these presents, shall, if signed in the partnership name by anyone of the partners of a Contractor's firm be a good and sufficient discharge to the HRIDC in respect of the moneys or security purported to be acknowledged thereby and in the event of death of any of the Contractor, partners during the pendency of the contract, it is hereby expressly agreed that every receipt by anyone of the surviving Contractor partners shall if so signed as aforesaid be good and sufficient discharge as aforesaid provided that nothing in this Clause contained shall be deemed to prejudice or effect any claim which the HRIDC may hereafter have against the legal representative of any Contractor partner so dying for or in respect to any breach of any of the conditions of the contract, provided also that nothing in this clause contained shall be deemed to prejudice or effect the respective rights or obligations of the Contractor partners and of the legal representatives of any deceased Contractor partners interest.</p>
	<p><b>LABOUR :-</b></p>
<p>54.</p>	<p><b>Wages to Labour:</b> The Contractor shall be responsible to ensure compliance with the provision of the Minimum Wages Act, 1948 (hereinafter referred to as the “said Act”) and the Rules made thereunder in respect of any employees directly or through petty Contractors or sub-contractors employed by him for the purpose of carrying out this contract.</p> <p>If, in compliance with the terms of the contract, the Contractor supplied any labour to be used wholly or partly under the direct orders and control of the HRIDC whether in connection with any work being executed by the Contractor or otherwise</p>

	<p>for the purpose of the HRIDC such labour shall, for the purpose of this Clause, still be deemed to be persons employed by the Contractor.</p> <p>If any moneys shall, as a result of any claim or application made under the said Act be directed to be paid by the HRIDC, such money shall be deemed to be moneys payable to the HRIDC by the Contractor and on failure by the Contractor to repay the HRIDC any moneys paid by it as aforesaid within seven days after the same shall have been demanded, the HRIDCs shall be entitled to recover the same from Contractor's bills/Security Deposit or any other dues of Contractor with the Government of India.</p>
<b>54-A.</b>	<p><b>Apprentices Act:</b> The Contractor shall be responsible to ensure compliance with the provisions of the Apprentices Act, 1961 and the Rules and Orders issued thereunder from time to time in respect of apprentices directly or through petty Contractors or sub-contractors employed by him for the purpose of carrying out the Contract.</p> <p>If the Contractor directly or through petty Contractors or sub-contractors fails to do so, his failure will be a breach of the contract and the HRIDC may, in its discretion, rescind the contract. The Contractor shall also be liable for any pecuniary liability arising on account of any violation of the provisions of the Act.</p>
<b>55.</b>	<p><b>Provisions of Payments of Wages Act:</b> The Contractor shall comply with the provisions of the Payment of Wages Act, 1936 and the rules made thereunder in respect of all employees employed by him either directly or through petty Contractors or sub-contractors in the works. If in compliance with the terms of the contract, the Contractor directly or through petty Contractors or sub-contractors shall supply any labour to be used wholly or partly under the direct orders and control of the Engineer whether in connection with the works to be executed hereunder or otherwise for the purpose of the Engineer, such labour shall nevertheless be deemed to comprise persons employed by the Contractor and any moneys which may be ordered to be paid by the Engineer shall be deemed to be moneys payable by the Engineer on behalf of the Contractor and the Engineer may on failure of the Contractor to repay such money to the HRIDCs deduct the same from any moneys due to the Contractor in terms of the contract. The HRIDC shall be entitled to recover the same from Contractor's bills/Security Deposit or any other dues of Contractor with the Government of India all moneys paid or payable by the HRIDC by way of compensation of aforesaid or for costs of expenses in connection with any claim thereto and the decision of the Engineer upon any question arising out of the effect or force of this Clause shall be final and binding upon the Contractor.</p>
<b>55-A.</b>	<p><b>Provisions of Contract Labour (Regulation and Abolition) Act, 1970:</b></p>
<b>55-A.(1)</b>	<p>The Contractor shall comply with the provision of the contract labour (Regulation and Abolition) Act, 1970 and the Contract labour (Regulation and Abolition) Central Rules 1971 as modified from time to time, wherever applicable and shall also indemnify the HRIDC from and against any claims under the aforesaid Act and the Rules.</p>



<p><b>55-A.(2)</b></p>	<p>The Contractor shall obtain a valid license under the aforesaid Act as modified from time to time before the commencement of the work and continue to have a valid license until the completion of the work. Any failure to fulfill the requirement shall attract the penal provision of the Act.</p>
<p><b>55-A.(3)</b></p>	<p>The Contractor shall pay to the labour employed by him directly or through sub-contractors the wages as per provision of the aforesaid Act and the Rules wherever applicable. The Contractor shall notwithstanding the provisions of the contract to the contrary, cause to be paid the wages to labour, indirectly engaged on the works including any engaged by sub-contractors in connection with the said work, as if the labour had been immediately employed by him.</p>
<p><b>55-A.(4)</b></p>	<p>In respect of all labour directly or indirectly employed in the work for performance of the Contractor's part of the contract, the Contractor shall comply with or cause to be complied with the provisions of the aforesaid Act and Rules wherever applicable.</p>
<p><b>55-A.(5)</b></p>	<p>In every case in which, by virtue of the provisions of the aforesaid Act or the rules, the HRIDC is obliged to pay any amount of wages to a workman employed by the Contractor or his sub-contractor in execution of the work or to incur any expenditure on account of the contingent, liability of the HRIDC due to the Contractor's failure to fulfill his statutory obligations under the aforesaid Act or the rules, the HRIDC will recover from the Contractor, the amount of wages so paid or the amount of expenditure so incurred and without prejudice to the rights of the HRIDC under the Section 20, Sub-Section (2) and Section 2, Sub-Section (4) of the aforesaid Act, the HRIDC shall be at liberty to recover such amount or part thereof from Contractor's bills/Security Deposit or any other dues of Contractor with the Government of India. The HRIDC shall not be bound to contest any claim made against it under Sub-Section (1) of Section 20 and Sub-Section (4) of Section 21 of the aforesaid Act except on the written request of the Contractor and upon his giving to the HRIDC full security for all costs for which the HRIDC might become liable in contesting such claim. The decision of the Engineer regarding the amount actually recoverable from the Contractor as stated above shall be final and binding on the Contractor.</p>
<p><b>55-B.</b></p>	<p><b>Provisions of Employees Provident Fund and Miscellaneous Provisions Act, 1952:</b> The Contractor shall comply with the provisions of Para 30 &amp; 36-B of the Employees Provident Fund Scheme, 1952; Para 3 &amp; 4 of Employees' Pension Scheme, 1995; and Para 7 &amp; 8 of Employees Deposit Linked Insurance Scheme, 1976; as modified from time to time through enactment of "Employees Provident Fund &amp; Miscellaneous Provisions Act, 1952", wherever applicable and shall also indemnify the HRIDC from and against any claims under the aforesaid Act and the Rules.</p>
<p><b>55-C</b></p>	<p>(i) Contractor is to abide by the provisions of various labour laws in terms of above clause 54, 55, 55-A and 55-B of the Standard General Conditions of Contract.</p>

<p><b>55-D.</b></p>	<p><b>Provisions of “The Building and Other Construction Workers (Regulation of Employment and Conditions of Service) Act, 1996” and “The Building and Other Construction Workers’ Welfare Cess Act, 1996”:</b>                  The tenderers, for carrying out any construction work, shall get themselves registered with the Registering Officer under Section-7 of the Building and Other Construction Workers Act, 1996 and Rules made thereto by the concerned State Govt., and submit Certificate of Registration issued by Registering Officer of the concerned State Govt. (Labour Dept.). The Cess shall be deducted from contractor’s bills as per provisions of the Act.</p>
<p><b>56.</b></p>	<p><b>Reporting of Accidents:</b> The Contractor shall be responsible for the safety of all employees directly or through petty Contractors or sub-contractor employed by him on the works and shall report serious accidents to any of them however and wherever occurring on the works to the Engineer or the Engineers Representative and shall make every arrangement to render all possible assistance.</p>
<p><b>57.</b></p>	<p><b>Provision of Workmen’s Compensation Act:</b> In every case in which by virtue of the provisions of Section 12 Sub-Section (1) of the Workmen's Compensation Act 1923, HRIDC is obliged to pay compensation to a workman directly or through petty Contractor or sub-contractor employed by the Contractor in executing the work, HRIDC will recover from the Contractor the amount of the compensation so paid, and, without prejudice to the rights of HRIDC under Section 12 Sub-section (2) of the said Act, HRIDC shall be at liberty to recover such amount or any part thereof from Contractor’s bills/Security Deposit or any other dues of Contractor with the Government of India. HRIDC shall not be bound to contest any claim made against it under Section 12 Sub-Section (1) of the said Act except on the written request of the Contractor and upon his giving to HRIDC full security for all costs for which HRIDC might become liable in consequence of contesting such claim.</p>
<p><b>57-A.</b></p>	<p><b>Provision of Mines Act:</b> The Contractor shall observe and perform all the provisions of the Mines Act, 1952 or any statutory modifications or re-enactment thereof for the time being in force and any rules and regulations made thereunder in respect of all the persons directly or through the petty Contractors or sub-contractors employed by him under this contract and shall indemnify the HRIDC from and against any claims under the Mines Act, or the rules and regulations framed thereunder, by or on behalf of any persons employed by him or otherwise.</p>
<p><b>58.</b></p>	<p><b>HRIDC not to Provide Quarters for Contractors:</b> No quarters shall normally be provided by the HRIDC for the accommodation of the Contractor or any of his staff employed on the work. In exceptional cases where accommodation is provided to the Contractor at the HRIDC discretion, recoveries shall be made at such rates as may be fixed by the HRIDC for the full rent of the buildings and equipments therein as well as charges for electric current, water supply and conservancy.</p>

<p><b>59.1</b></p>	<p><b>Labour Camps:</b> The Contractor shall at his own expense make adequate arrangements for the housing, supply of drinking water and provision of latrines and urinals for his staff and workmen, directly or through the petty Contractors or sub-contractors and for temporary creche (Bal-Mandir) where 50 or more women are employed at a time. Suitable sites on HRIDC land, if available, may be allotted to the Contractor for the erection of labour camps, either free of charge or on such terms and conditions that may be prescribed by the. All camp sites shall be maintained in clean and sanitary conditions by the Contractor at his own cost.</p>
<p><b>59.2</b></p>	<p><b>Compliance to Rules for Employment of Labour:</b> The Contractor(s) shall conform to all laws, bye-laws rules and regulations for the time being in force pertaining to the employment of local or imported labour and shall take all necessary precautions to ensure and preserve the health and safety of all staff employed directly or through petty contractors or sub-contractors on the works.</p>
<p><b>59.3</b></p>	<p><b>Preservation of Peace:</b> The Contractor shall take requisite precautions and use his best endeavours to</p> <p>(i) Prevent any riotous or unlawful behaviour by or amongst his workmen and other employed directly or through the petty Contractors or sub-contractors on the works and for the preservation of peace and protection of the inhabitants and</p> <p>(ii) Security of property in the neighbourhood of the works. In the event of the HRIDC requiring the maintenance of a Special Police Force at or in the vicinity of the site during the tenure of works, the expenses thereof shall be borne by the Contractor and if paid by the HRIDC shall be recoverable from the Contractor.</p>
<p><b>59.4</b></p>	<p><b>Sanitary Arrangements:</b> The Contractor shall obey all sanitary rules and carry out all sanitary measures that may from time to time be prescribed by the Railway or any other Medical Authority and permit inspection of all sanitary arrangements at all times by the Engineer, the Engineer's Representative or the Medical Staff of the Railway. Should the Contractor fail to make the adequate sanitary arrangements, these will be provided by the HRIDC and the cost thereof recovered from the Contractor.</p>
<p><b>59.5</b></p>	<p><b>Outbreak of Infectious Disease:</b> The Contractor shall remove from his camp such labour and their families as refuse protective inoculation and vaccination when called upon to do so by the Engineer or the Engineer's Representative on the advice of the Railway Medical Authority. Should cholera, plague, or other infectious disease break out, the Contractor shall burn the huts, beddings, clothes and other belongings of or used by the infected parties and promptly erect new huts on healthy sites as required by the Engineer, failing which within the time specified in the Engineer's requisition, the work may be done by the HRIDC and the cost thereof recovered from the Contractor.</p>
<p><b>59.6</b></p>	<p><b>Treatment of Contractor's Staff in Railway/HRIDC Hospitals: Not applicable</b></p>

<p><b>59.7</b></p>	<p><b>Medical Facilities at Site:</b> The Contractor shall provide medical facilities at the site as may be prescribed by the Engineer on the advice of the Railway or any authorised Medical Authority in relation to the strength of the Contractor's resident staff and workmen.</p>
<p><b>59.8</b></p>	<p><b>Use of Intoxicants:</b> The sale of ardent spirits or other intoxicating beverages upon the work or in any of the buildings, encampments or tenements owned, occupied by or within the control of the Contractor or any of his employees shall be forbidden and the Contractor shall exercise his influence and authority to the utmost extent to secure strict compliance with this condition.</p>
<p><b>59.9</b></p>	<p><b>Restrictions on the Employment of Retired Engineers of Railway Services Within One Year of their Retirement:</b> The Contractor shall not, if he is a retired Government Engineer of Gazetted rank, himself engage in or employ or associate a retired Government Engineer of Gazetted rank, who has not completed one year from the date of retirement, in connection with this contract in any manner whatsoever without obtaining prior permission of the President and if the Contractor is found to have contravened this provision it will constitute a breach of contract and administration will be entitled to terminate the contract and forfeit his Performance Guarantee as well as Security Deposit.</p>
<p><b>60.1</b></p>	<p><b>Non-Employment of Labourers below the age of 15:</b> The Contractor shall not employ children below the age of 15 as labourers directly or through petty Contractors or sub-contractors for the execution of work.</p>
<p><b>60.2</b></p>	<p><b>Medical Certificate of Fitness for Labour:</b> It is agreed that the Contractor shall not employ a person above 15 and below 19 years of age for the purpose of execution of work under the contract unless a medical certificate of fitness in the prescribed form (Proforma at Annexure-VIII) granted to him by a certifying surgeon certifying that he is fit to work as an adult, is obtained and kept in the custody of the Contractor or a person nominated by him in this behalf and the person carries with him, while at work; a token giving a reference to such certificate. It is further agreed that the responsibility for having the adolescent examined medically at the time of appointment or periodically till he attains the age of 19 years shall devolve entirely on the Contractor and all the expenses to be incurred on this account shall be borne by him and no fee shall be charged from the adolescent or his parent for such medical examination.</p>
<p><b>60.3</b></p>	<p><b>Period of Validity of Medical Fitness Certificate:</b> A certificate of fitness granted or renewed for the above said purposes shall be valid only for a period of one year at a time. The certifying surgeon shall revoke a certificate granted or renewed if in his opinion the holder of it, is no longer fit for work in the capacity stated therein. Where a certifying surgeon refuses to grant or renew a certificate or revoke a certificate, he shall, if so required by the person concerned, state his reasons in writing for doing so.</p>

<p><b>60.4</b></p>	<p><b>Medical Re-Examination of Labourer:</b> Where any official appointed in this behalf by the Ministry of Labour is of the opinion that any person employed in connection with the execution of any work under this contract in the age group 15 to 19 years is without a certificate of fitness or is having a certificate of fitness but no longer fit to work in the capacity stated in the certificate, he may serve on the Contractor, or on the person nominated by him in this regard, a notice requiring that such persons shall be examined by a certifying surgeon and such person shall not if the concerned official so directs, be employed or permitted to do any work under this contract unless he has been medically examined and certified that he is fit to work in the capacity stated in the certificate.</p> <p><b>EXPLANATIONS:</b></p> <p>(1) Only Qualified Medical Practitioners can be appointed as "Certifying Surgeons" and the term "Qualified Medical Practitioners" means a person holding a qualification granted by an authority specified in the Schedule to the Indian Medical Degrees Act, 1916 (VII to 1916) or in the Schedule to the Indian Medical Council Act, 1933 (XXVII) of 1933.</p> <p>(2) The Certifying surgeon may be a medical officer in the service of State or Municipal Corporation.</p>
	<p><b>DETERMINATION OF CONTRACT :-</b></p>
<p><b>61.1</b></p>	<p><b>Right of HRIDC to Determine the Contract:</b> The HRIDC shall be entitled to determine and terminate the contract at any time should, in the HRIDC opinion, the cessation of work becomes necessary owing to paucity of funds or from any other cause whatever, in which case the value of approved materials at site and of work done to date by the Contractor will be paid for in full at the rate specified in the contract. Notice in writing from the HRIDC of such determination and the reasons therefor shall be conclusive evidence thereof.</p>
<p><b>61.2</b></p>	<p><b>Payment on Determination of Contract:</b> Should the contract be determined under sub clause (1) of this clause and the Contractor claims payment for expenditure incurred by him in the expectation of completing the whole of the work, the HRIDC shall admit and consider such claims as are deemed reasonable and are supported by vouchers to the satisfaction of the Engineer. The HRIDC decision on the necessity and propriety of such expenditure shall be final and conclusive.</p>
<p><b>61.3</b></p>	<p>The Contractor shall have no claim to any payment of compensation or otherwise, howsoever 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 determination of contract.</p>

**62.1**

**Determination of Contract owing to Default of Contractor:**

If the Contractor should:

- (i) Becomes bankrupt or insolvent, or
- (ii) Make an arrangement for assignment in favour of his creditors, or agree to carry out the contract under a Committee of Inspection of his creditors, or
- (iii) Being a Company or Corporation, go into liquidation (other than a voluntary liquidation for the purposes of amalgamation or reconstruction), or
- (iv) Have an execution levied on his goods or property on the works, or
- (v) Assign the contract or any part thereof otherwise than as provided in Clause 7 of these Conditions, or
- (vi) Abandon the contract, or
- (vii) Persistently disregard the instructions of the Engineer, or contravene any provision of the contract, or
- (viii) Fail to adhere to the agreed programme of work by a margin of 10% of the stipulated period, or
- (ix) Fail to Execute the contract documents in terms of Para 8 of the Instructions to Tenderers.
- (x) Fail to submit the documents pertaining to identity of JV and PAN in terms of Para 17.11 of Tender Form (Second Sheet) of Annexure I available in the Instructions to Tenderers.
- (xi) Fail to remove materials from the site or to pull down and replace work after receiving from the Engineer notice to the effect that the said materials or works have been condemned or rejected under Clause 25 and 27 of these Conditions, or
- (xii) Fail to take steps to employ competent or additional staff and labour as required under Clause 26 of these Conditions, or
- (xiii) Fail to afford the Engineer or Engineer's representative proper facilities for inspecting the works or any part thereof as required under Clause 28 of these Conditions, or
- (xiv) Promise, offer or give any bribe, commission, gift or advantage either himself or through his partner, agent or servant to any officer or employee of the HRIDC or to any person on his or on their behalf in relation to the execution of this or any other contract with this HRIDC.
- (xv) Fail to adhere to the provisions of Para 16 of Tender Form (Second Sheet) of Annexure I of the Instructions to Tenderers, or provision Clause 59(9) of these Conditions.
- (xvi) Submits copy of fake documents / certificates in support of credentials, submitted by the tenderer

Then and in any of the **said Clause**, the Engineer on behalf of the HRIDC may serve the Contractor with a notice (Proforma at Annexure-IX) in writing to that effect and if

	<p>the Contractor does not within seven days after the delivery to him of such notice proceed to make good his default in so far as the same is capable of being made good and carry on the work or comply with such directions as aforesaid of the entire satisfaction of the Engineer, the HRIDC shall be entitled after giving 48 hours' notice (Proforma at Annexure-X or XII, as the case may be) in writing under the hand of the Engineer to rescind the contract as a whole or in part or parts (as may be specified in such notice) and after expiry of 48 hours' notice, a final termination notice (Proforma at Annexure-XI or XIII, as the case may be) should be issued.</p> <p>Note: Engineer at his discretion may resort to the part termination of contract with notices (Proforma at Annexure- IX, XII and XIII), only in cases where progress of work is more than or equal to 80% of the original scope of work.</p>
<p><b>62.2</b></p>	<p><b>Right of HRIDC after Rescission of Contract owing to Default of Contractor:</b> In the event of any or several of the courses, referred to in Sub-Clause (1) of this Clause, being adopted:</p> <p>(a) 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 commitments or made any advances on account of or with a view to the execution of the works or the performance of the contract and Contractor shall not be entitled to recover or be paid any sum for any work thereto for actually performed under the contract unless and until the Engineer shall have certified 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.</p> <p>(b) In the contract which has been rescinded as a whole, the Security Deposit already with HRIDC under the contract shall be encashed/ forfeited and the Performance Guarantee already submitted for the contract shall be encashed. The balance work shall be got done independently without risk &amp; cost of the failed Contractor. The failed Contractor shall be debarred from participating in the tender for executing the balance work. If the failed Contractor is a JV or a Partnership firm, then every member/partner of such a firm shall be debarred from participating in the tender for the balance work in his/her individual capacity or as a partner of any other JV /partnership firm. Further the authorized representative of failed Contractor cannot be accepted as authorized representative in new contract.</p> <p>(c) In the contract rescinded in part or parts,</p> <p>(i) The full Performance Guarantee available for the contract shall be recovered. No additional Performance Guarantee shall be required for balance of work being executed through the part terminated contract. The contract value of part terminated contract stands reduced to the balance value of work under the contract.</p> <p>(ii) The Security Deposit of part terminated contract shall be dealt as per clause 16(2) of these Conditions.</p> <p>(iii) The defaulting Contractor shall not be issued any completion certificate for the contract.</p> <p>(iv) The balance work shall be got done independently without risk &amp; cost of the failed Contractor. The failed Contractor shall be debarred from participating in the tender for</p>

	<p>executing the balance work. If the failed Contractor is a JV or a Partnership firm, then every member/partner of such a firm shall be debarred from participating in the tender for the balance work in his/her individual capacity or as a partner of any other JV /partnership firm.</p> <p>(v) Further the authorized representative of failed Contractor will not be accepted as authorized representative in new contract.</p> <p>(d) The Engineer or the Engineer's Representative shall be entitled to take possession of any materials, tools, implements, machinery and buildings on the works or on the property on which these are being or ought to have been executed, and to retain and employ the same in the further execution of the works or any part thereof until the completion of the works without the Contractor being entitled to any compensation for the use and employment thereof or for wear and tear or destruction thereof.</p> <p>(e) The Engineer shall as soon as may be practicable after removal of the Contractor fix and determine ex-parte or by or after reference to the parties or after such investigation or enquiries as he may consider fit to make or institute and shall certify what amount (if any) had at the time of rescission of the contract been reasonably earned by or would reasonably accrue to the Contractor in respect of the work then actually done by him under the contract and what was the value of any unused, or partially used materials, any constructional plant and any temporary works upon the site. The legitimate amount due to the Contractor after making necessary deductions and certified by the Engineer should be released expeditiously.</p>
	<p><b>SETTLEMENT OF DISPUTES – INDIAN RAILWAY ARBITRATION AND CONCILIATION RULES :-</b></p>
<p><b>63.</b></p>	<p><b>Conciliation of Disputes:</b></p> <p>(i) This clause is applicable in the tender having advertised value less than or equal to Rs 50 Crore.</p> <p>(ii) All disputes and differences of any kind whatsoever arising out of or in connection with the contract, whether during the progress of the work or after its completion and whether before or after the determination of the contract, shall be referred by the Contractor to the "MD/HRIDC " through “Notice of Dispute” provided that no such notice shall be served later than 30 days after the date of issue of Completion Certificate by the Engineer. The MD/HRIDC shall, within 30 days after receipt of the Contractor’s “Notice of Dispute”, notify the name of conciliator(s) to the Contractor.</p> <p>(iii)The Conciliator(s) shall assist the parties to reach an amicable settlement in an independent and impartial manner within the terms of contract.</p> <p>(iv)If the parties reach agreement on a settlement of the dispute, they shall draw up and sign a written settlement agreement duly signed by Engineer In-charge,</p>



	<p>Contractor and conciliator(s). When the parties sign the settlement agreement, it shall be final and binding on the parties.</p> <p>(v) The parties shall not initiate, during the conciliation proceedings, any arbitral or judicial proceedings in respect of a dispute that is the subject matter of the conciliation proceedings.</p> <p>(vi) The conciliation proceedings shall be terminated as per Section 76 of 'The Arbitration and Conciliation Act, 1996.</p>
<p><b>63.1</b></p>	<p><b>Matters Finally Determined by the HRIDC:</b> All disputes and differences of any kind whatsoever arising out of or in connection with the contract, whether during the progress of the work or after its completion and whether before or after the determination of the contract, shall be referred by the Contractor to the Engineer and the Engineer shall, within 120 days after receipt of the Contractor's representation, make and notify decisions on all matters referred to by the Contractor in writing provided that matters for which provision has been made in Clauses 7(j), 8, 18, 22(5), 39.1, 39.2, 40A, 43(2), 45(i)(a), 55, 55-A(5), 57, 57A, 61(1), 61(2), 62(1), 63(iv) and 63.2.11 of the Standard General Conditions of Contract or in any Clause (stated as 'excepted matter') of the Special Conditions of the Contract, shall be deemed as 'excepted matters' (matters not arbitrable) and decisions of the HRIDC authority, thereon shall be final and binding on the Contractor; provided further that 'excepted matters' shall stand specifically excluded from the purview of the Dispute Adjudication Board (DAB) and Arbitration.</p>
<p><b>63.2</b></p>	<p><b>Dispute Adjudication Board (DAB):</b> This clause is applicable in the tender having advertised value more than Rs 50 Crore.</p>
<p><b>63.2.1</b></p>	<p>Any dispute/s if not settled with the Engineer, shall be referred to DAB.</p> <p>The DAB shall consist of a panel of three Retired Railway Officers, retired not below senior administrative grade (SAG). The DAB shall be formed within 90 days of signing of Contract Agreement. For this purpose, a panel of DAB members shall be maintained in the MD/HRIDC office. The complete panel, which shall not be less than five members, shall be sent by MD/HRIDC to the Contractor to nominate one member of the DAB from the panel as Contractor's nominee within two weeks of receipt of the panel. On receipt of Contractor's nominee, the MD/HRIDC shall nominate one member from the same panel as HRIDC nominee for the DAB. Both above nominees shall jointly select presiding member of the DAB from the same panel.</p>

<p><b>63.2.2</b></p>	<p>The appointment of DAB shall be effectuated by way of a tri-partite agreement among the HRIDC, Contractor and the respective DAB members. The terms of the remuneration of each member shall be as fixed by Ministry of Railways from time to time. Each party shall be responsible for paying one-half of this remuneration.</p>
<p><b>63.2.3</b></p>	<p>If one or more of the members appointed refuses to act as DAB member, or is unable or unwilling to perform his functions as DAB member for any reason whatsoever or dies or in the opinion of the MD/HRIDC fails to act without undue delay, the parties shall terminate the mandate of such DAB member and thereupon new DAB member shall be appointed in the same manner, as the outgoing DAB member had been appointed.</p>
<p><b>63.2.4</b></p>	<p>The appointment of any member may be terminated by mutual agreement of both Parties, but not by the HRIDC or the Contractor acting alone. Unless otherwise agreed by both the Parties, the appointment of the DAB (including each member) shall expire upon expiry of this Contract Agreement.</p>
<p><b>63.2.5</b></p>	<p>Before start of DAB proceedings, each DAB member shall give the following certificate to the HRIDC and the Contractor:</p> <p style="text-align: center;"><i>“I have no any past or present relationship in relation to the subject matter in dispute, whether financial, business, professional or other kind. Further, I have no any past or present relationship with or interest in any of the parties whether financial, business, professional or other kind, which is likely to give rise to justifiable doubts as to my independence or impartiality.”</i></p>
<p><b>63.2.6</b></p>	<p>DAB proceedings shall be conducted as decided by the DAB. The DAB shall give its decision within 90 days of a Dispute referred to it by any of the Parties, duly recording the reasons before arriving at the decision. The DAB shall decide the issue within terms and conditions of the contract. This time limit shall be extendable subject to the Parties mutual agreement.</p>

<p><b>63.2.7</b></p>	<p>The DAB decision shall not be binding on both the Parties. In case any party is not satisfied by the decision of DAB, then the aggrieved party may approach Arbitral Tribunal for arbitration proceedings.</p>
<p><b>63.2.8</b></p>	<p>No dispute shall be referred to Arbitral Tribunal unless the same has been referred to DAB for adjudication. However, in case DAB is not formed due to any reason, the disputes can be directly referred to Arbitral Tribunal to adjudicate the dispute.</p>
<p><b>63.2.9</b></p>	<p>In the specific cases of any misconduct by any of the members of the DAB, the parties shall have the right to specifically bring it to the notice of the DAB such conduct, through a statement filed with necessary documents in proof of such misconduct and the DAB, after taking NOTICE of such conduct initiate the replacement of the member concerned, in the same manner the member to be replaced was appointed.</p>
<p><b>63.2.10</b></p>	<p>Once the decision is given by DAB, DAB cannot review the decision at its own or on the request of one party, unless both parties agree for review of decision by DAB</p>
<p><b>63.2.11</b></p>	<p>In case DAB decision is not challenged by either party within 180 days of receipt of decision of DAB, the decision shall be considered as final and parties would be barred for referring the same to Arbitral Tribunal for adjudication</p>
<p><b>63.2.12</b></p>	<p>The obligation of the HRIDC and the Contactor shall not be altered by reasons of issue being or under reference to DAB.</p>
<p><b>63.2.13</b></p>	<p>The DAB shall conduct the proceedings at any convenient venue which shall be decided by DAB in consultations with parties.</p>
<p><b>63.2.14</b></p>	<p>It is a term of this contract that the Parties shall not approach any Court of Law for settlement of such disputes or differences unless an attempt has first been made by the parties to settle such disputes or differences through DAB and Arbitral Tribunal.</p>
<p><b>64.1</b></p>	<p><b>Demand for Arbitration:</b></p>

<p><b>64.1(i)</b></p>	<p>In the event of any dispute or difference between the parties hereto as to the construction or operation of this contract, or the respective rights and liabilities of the parties on any matter in question, dispute or difference on any account or as to the withholding by the HRIDC of any certificate to which the Contractor may claim to be entitled to, or if the HRIDC fails to make a decision within 120 days, then and in any such case, but except in any of the “excepted matters” referred to in Clause 63.1 of these Conditions, the Contractor, after 120 days but within 180 days of his presenting his final claim on disputed matters shall demand in writing that the dispute or difference be referred to arbitration.</p>
<p><b>64.1(ii) (a)</b></p>	<p>The demand for arbitration shall specify the matters which are in question, or subject of the dispute or difference as also the amount of claim item-wise. Only such dispute or difference, in respect of which the demand has been made, together with counter claims or set off, given by the HRIDC, shall be referred to arbitration and other matters shall not be included in the reference.</p>
<p><b>64.1(ii) (b)</b></p>	<p>The parties may waive off the applicability of Sub-Section 12(5) of Arbitration and Conciliation (Amendment) Act 2015, if they agree for such waiver in writing, after dispute having arisen between them, in the format given under Annexure XV of these conditions.</p>
<p><b>64.1(iii) (a)</b></p>	<p>The Arbitration proceedings shall be assumed to have commenced from the day, a written and valid demand for arbitration is received by the HRIDC.</p>
<p><b>64.1(iii) (b)</b></p>	<p>The claimant shall submit his claims stating the facts supporting the claims along with all the relevant documents and the relief or remedy sought against each claim within a period of 30 days from the date of appointment of the Arbitral Tribunal.</p>
<p><b>64.1(iii) (c)</b></p>	<p>The HRIDC shall submit its defence statement and counter claim(s), if any, within a period of 60 days of receipt of copy of claims from Tribunal, unless otherwise extension has been granted by Tribunal.</p>
<p><b>64.1(iii) (d)</b></p>	<p>Place of Arbitration: The place of arbitration would be within the geographical limits of the Division of the HRIDC where the cause of action arose or the Headquarters of the concerned HRIDC or any other place with the written consent of both the parties.</p>
<p><b>64.1(iv) )</b></p>	<p>No new claim shall be added during proceedings by either party. However, a party may amend or supplement the original claim or defense thereof during the course of arbitration proceedings subject to acceptance by Tribunal having due regard to the delay in making it.</p>

<p><b>64.1(v)</b></p>	<p>If the Contractor(s) does/do not prefer his/their specific and final claims in writing, within a period of 90 days of receiving the intimation from the HRIDC that the final bill is ready for payment, he/they will be deemed to have waived his/their claim(s) and the HRIDC shall be discharged and released of all liabilities under the contract in respect of these claims.</p>
<p><b>64.2</b></p>	<p><b>Obligation During Pendency of Arbitration:</b> Work under the contract shall, unless otherwise directed by the Engineer, continue during the arbitration proceedings, and no payment due or payable by the HRIDC shall be withheld on account of such proceedings, provided, however, it shall be open for Arbitral Tribunal to consider and decide whether or not such work should continue during arbitration proceedings.</p>
<p><b>64.3</b></p>	<p><b>Appointment of Arbitrator:</b></p>
<p><b>64.3(a)</b></p>	<p><b>Appointment of Arbitrator where applicability of section 12 (5) of Arbitration and Conciliation Act has been waived off:</b></p>
<p><b>64.3(a)</b> <b>(i)</b></p>	<p>In cases where the total value of all claims in question added together does not exceed 1,00,00,000/- (Rupees One Crore), the Arbitral Tribunal shall consist of a Sole Arbitrator who shall be a Gazetted Officer of Railway not below Junior Administrative Grade, nominated by the MD/HRIDC. The sole arbitrator shall be appointed within 60 days from the day when a written and valid demand for arbitration is received by MD/HRIDC.</p>
<p><b>64.3(a)</b> <b>(ii)</b></p>	<p>In cases not covered by the Clause 64(3)(a)(i), the Arbitral Tribunal shall consist of a panel of three Gazetted Railway Officers not below Junior Administrative Grade or 2 Railway Gazetted Officers not below Junior Administrative Grade and a retired Railway Officer, retired not below the rank of Senior Administrative Grade Officer, as the arbitrators. For this purpose, the HRIDC will send a panel of at least four (4) names of Gazetted Railway Officers of one or more departments of the HRIDC which may also include the name(s) of retired Railway Officer(s) empanelled to work as HRIDC Arbitrator to the Contractor within 60 days from the day when a written and valid demand for arbitration is received by the MD/HRIDC.</p> <p>Contractor will be asked to suggest to MD/HRIDC at least 2 names out of the panel for appointment as Contractor's nominee within 30 days from the date of dispatch of the request by HRIDC. The MD/HRIDC shall appoint at least one out of them as the Contractor's nominee and will, also simultaneously appoint the balance number of arbitrators either from the panel or from outside the panel, duly indicating the 'presiding arbitrator' from amongst the 3 arbitrators so appointed. MD/HRIDC shall complete this exercise of appointing the Arbitral Tribunal within 30 days from the receipt of the names of Contractor's nominees. While nominating the arbitrators, it will be necessary to ensure that one of them is from the Accounts Department. An officer of Selection Grade of the Accounts Department shall be considered of equal status to</p>

	<p>the officers in Senior Administrative Grade of other departments of the Railway for the purpose of appointment of arbitrator.</p>
<p><b>64.3(a).iii</b></p>	<p>The serving railway officer working in arbitral tribunal in the ongoing arbitration cases as per clause 64.(3)(a)(i) and clause 64.(3)(a)(ii) above, can continue as arbitrator in the tribunal even after his retirement.</p>
<p><b>64.3(b)</b></p>	<p><b>Appointment of Arbitrator where applicability of Section 12 (5) of Arbitration and Conciliation Act has not been waived off:</b></p> <p>(i) In cases where the total value of all claims in question added together does not exceed 50,00,000/- (Rupees Fifty Lakh), the Arbitral Tribunal shall consist of a Retired Railway Officer, retired not below the rank of Senior Administrative Grade Officer, as the arbitrator. For this purpose, the HRIDC will send a panel of at least four (4) names of retired Railway Officer(s) empanelled to work as HRIDC Arbitrator duly indicating their retirement dates to the Contractor within 60 days from the day when a written and valid demand for arbitration is received by the Engineer. Contractor will be asked to suggest to MD/HRIDC at least 2 names out of the panel for appointment as arbitrator within 30 days from the date of dispatch of the request by HRIDC. The MD/HRIDC shall appoint at least one out of them as the arbitrator within 30 days from the receipt of the names of Contractor’s nominees.</p> <p>(ii) In cases where the total value of all claims in question added together exceed 50,00,000/- (Rupees Fifty Lakh), the Arbitral Tribunal shall consist of a Panel of three (3) retired Railway Officer, retired not below the rank of Senior Administrative Grade Officer, as the arbitrators. For this purpose, the HRIDC will send a panel of at least four (4) names of retired Railway Officer(s) empanelled to work as HRIDC Arbitrator duly indicating their retirement date to the Contractor within 60 days from the day when a written and valid demand for arbitration is received by the MD/HRIDC Contractor will be asked to suggest to MD/HRIDC at least 2 names out of the panel for appointment as Contractor’s nominee within 30 days from the date of dispatch of the request by HRIDC. The MD/HRIDC shall appoint at least one out of them as the Contractor’s nominee and will, also simultaneously appoint the balance number of arbitrators either from the panel or from outside the panel, duly indicating the ‘Presiding Arbitrator’ from amongst the 3 arbitrators so appointed. MD/HRIDC shall complete this exercise of appointing the Arbitral Tribunal within 30 days from the receipt of the names of Contractor’s nominees. While nominating the arbitrators, it will be necessary to ensure that one of them has served in the Accounts Department.</p>
<p><b>64.3(c)(i)</b></p>	<p>If one or more of the arbitrators appointed as above refuses to act as arbitrator, withdraws from his office as arbitrator, or vacates his/their office/offices or is/are unable or unwilling to perform his functions as arbitrator for any reason whatsoever or dies or in the opinion of the MD/HRIDC fails to act without undue delay, the MD/HRIDC shall appoint new arbitrator/arbitrators to act in his/their place in the same manner in which the earlier arbitrator/arbitrators had been appointed. Such re-</p>

	constituted Tribunal may, at its discretion, proceed with the reference from the stage at which it was left by the previous arbitrator (s).
<b>64.(3) (c) (ii)</b>	<p>(a) The Arbitral Tribunal shall have power to call for such evidence by way of affidavits or otherwise as the Arbitral Tribunal shall think proper, and it shall be the duty of the parties hereto to do or cause to be done all such things as may be necessary to enable the Arbitral Tribunal to make the award without any delay. The proceedings shall normally be conducted on the basis of documents and written statements.</p> <p>(b) Before proceeding into the merits of any dispute, the Arbitral Tribunal shall first decide and pass its orders over any plea submitted/objections raised by any party, if any, regarding appointment of Arbitral Tribunal, validity of arbitration agreement, jurisdiction and scope of the Tribunal to deal with the dispute (s) submitted to arbitration, applicability of time 'limitation' to any dispute, any violation of agreed procedure regarding conduct of the arbitral proceedings or plea for interim measures of protection and record its orders in day to day proceedings. A copy of the proceedings duly signed by all the members of tribunal should be provided to both the parties.</p>
<b>64.3(c) (iii)</b>	<p>(i) Qualification of Arbitrator (s):</p> <p>(a) Serving Gazetted Railway Officers of not below JA Grade level.</p> <p>(b) Retired Railway Officers not below SA Grade level, one year after his date of retirement.</p> <p>(c) Age of arbitrator at the time of appointment shall be below 70 years.</p> <p>(ii) An arbitrator may be appointed notwithstanding the total number of arbitration cases in which he has been appointed in the past.</p> <p>(iii) While appointing arbitrator(s) under Sub-Clause 64.(3)(a)(i), 64.(3)(a)(ii), 64.(3)(b)(i) &amp; 64.(3)(b)(ii) above, due care shall be taken that he/they is/are not the one/those who had an opportunity to deal with the matters to which the contract relates or who in the course of his/their duties as Railway servant(s) expressed views on all or any of the matters under dispute or differences. A certification to this effect as per annexure- XVI shall be taken from Arbitrators also. The proceedings of the Arbitral tribunal or the award made by such Tribunal will, however, not be invalid merely for the reason that one or more arbitrator had, in the course of his service, opportunity to deal with the matters to which the contract relates or who in the course of his/their duties expressed views on all or any of the matters under dispute.</p>
<b>64.(3) d(i)</b>	The arbitral award shall state item wise, the sum and reasons upon which it is based. The analysis and reasons shall be detailed enough so that the award could be inferred therefrom.
<b>64.(3) d(ii)</b>	A party may apply for corrections of any computational errors, any typographical or clerical errors or any other error of similar nature occurring in the award of a Tribunal and interpretation of a specific point of award to Tribunal within 60 days of receipt of the award.

<p><b>64.(3)(d)(iii)</b></p>	<p>A party may apply to Tribunal within 60 days of receipt of award to make an additional award as to claims presented in the arbitral proceedings but omitted from the arbitral award.</p>
<p><b>64.(4)</b></p>	<p>In case of the Tribunal, comprising of three members, any ruling on award shall be made by a majority of members of Tribunal. In the absence of such a majority, the views of the Presiding Arbitrator shall prevail.</p>
<p><b>64.(5)</b></p>	<p>Where the arbitral award is for the payment of money, no interest shall be payable on whole or any part of the money for any period till the date on which the award is made.</p>
<p><b>64. (6)</b></p>	<p>The cost of arbitration shall be borne by the respective parties. The cost shall inter-alia include fee of the arbitrator(s), as per the rates fixed by Railway Board from time to time and the fee shall be borne equally by both the parties, provided parties sign an agreement in the format given at Annexure XV to these conditions after/ while referring these disputes to Arbitration. Further, the fee payable to the arbitrator(s) would be governed by the instructions issued on the subject by Railway Board from time to time irrespective of the fact whether the arbitrator(s) is/are appointed by the HRIDC Administration or by the court of law unless specifically directed by Hon'ble court otherwise on the matter.</p>
<p><b>64.(7)</b></p>	<p>Subject to the provisions of the aforesaid Arbitration and Conciliation Act 1996 and the rules thereunder and relevant para of the Standard General Conditions of Contract and any statutory modifications thereof shall apply to the appointment of arbitrators and arbitration proceedings under this Clause.</p>
<p><b>64.(8)</b></p>	<p>In case arbitration award is challenged by a party in the Court of Law, 75% of award amount, pending adjudication by Court of Law, shall be made by party to other party. In case payment is to be made by HRIDC to Contractor, the terms &amp; conditions as incorporated in the Ministry of Railways Letter No. 2016/CE(I)/CT/ARB/3(NITI Aayog)/Pt. dated 08th Mar,2017 as amended from time to time, shall be followed. In case Contractor has to pay to the HRIDC, then 75% of the award amount shall be deducted by the HRIDC from the Contractor's bills, Performance Guarantee/ Security Deposit or any other dues of Contractor with the Government of India.</p>



**PART- III**

**SPECIAL CONDITIONS OF CONTRACT**

<b>1.0</b>	<b>Scope of work: -</b>
1.1	Shifting/Modification of overhead electrical 11kV lines including supply of material, installation, testing, commissioning and charging along with removal of other electrical infringement/utilities longitudinal to KMP Expressway in connection with Proposed C-6 Section of HORC Corridor between HORC Chainage: 61.500 to 116.00 in the state of Haryana.
1.2	Before starting work, Contractor will be carried out through foot to foot survey from HORC Chainage: 61.500 to 116.00 (C-6 Section) as per HORC alignment to work out actual planning of work and Put up details to Engineer for further instructions in connection with execution of work. No extra payment will be made for this survey work.
1.3	The longitudinal lines (11 kV) in the section are to be Shifted/modified towards KMP side or opposite site of KMP as per site requirement or decided by Engineer by providing, poles, lattice tower, overhead conductor, Insulator and DP structures etc.
1.4	Existing Overhead lines infringing to HORC Corridor will be dismantled. The contractor is responsible to collect all the material to be dismantled and deposit in a store as decided by Engineer. After depositing the dismantled material to authorized owner, the contractor will ensure to submit invoice to HRIDC for the same.
1.5	<b>To complete this shifting/modification work, the contractor will have to coordinate with DHBVN/HSI IDC authorities for estimate preparation, estimate approval, drawings approval &amp; execution of work at site.</b> All the work is to be carried out as per requirement DHBVN/HSI IDC and satisfaction of HRIDC Site Engineer. This aspect shall be considered by the tenderer while quoting the offer.
1.6	This work is related with DHBVN/HSI IDC and after completion of overhead electric lines modification work, WCR i.e. work completion certificate from DHBVN/HSI IDC is to be obtained. Tenderer has to coordinate with DHBVN/HSI IDC for permit, EIG and legal documents etc. Hence the tender is invited for carrying out the modification work in co- ordination with DHBVN/HSI IDC for detailed scope of work, the tender schedule, specification and drawings shall be referred.
1.7	<b>Drawings</b> - Within a period of 15 days beginning from date of issue of Letter of Acceptance of Tender, contracts have to submit all the drawing, designs, diagram required to Start/complete this work. All the drawing shall be furnished by contactor itself as per HRIDC/DHBVN/HSI IDC specification or as decided by Engineer. Any calculations, schedules, information, data, progress charts etc. required by the Engineer in connection with the contract shall be furnished by the Contractor at his own expenses. In case of new developments in designs, decision of Engineer to implement the same basic drawings /designs/employment schedules will be submitted by the contractor to the Engineer. In the event of Contractor suggesting any alteration/deviation in standard drawings, he shall submit the retraced drawings with full calculations and

	justification of the change to the Engineer. In case of any ambiguity in the interpretation of design and drawing, the decision of the Engineer shall be final and conclusive. It will be contractor's duty to get drawings/design approved from DHBVN/Railways/UBHBN/HSI IDC etc. authorities, as applicable.
1.8	All the cable connections to various equipment / panels / DBs shall be done by using cable glands (Tin coated brass) and lugs of suitable size though specifically mentioned or not. Painting of the steel body shall be scratched so that the armoured of aluminium cable can have firm contact with the steel body of equipment/panel/DBs. Erection of DHBVNL/HSI IDC serviceable items shall also include transportation of the same from one site to other site/specified location and misc. items required for the erection and cable connections. This is apart from erection, connecting, testing and commissioning as per the tender schedule, specification and drawing. For measurement of the overhead conductors and guarding, horizontal distance between the poles will be taken in to account. No allowance for wastage, sag etc. will be given. No material leftover after completing the work will be taken over by the HRIDC. Particularly cables and conductors etc. (i.e. items which are measured in meters.). In order to understand the actual scope of the work involved against each Sch. item, the tenderer shall go through the description of the item and its explanatory notes, relevant IS and tender specifications, drawings including site visit.
1.9	No extra quantity (more than schedule quantity) should be executed without prior approval of Engineer.
1.10	In this Shifting/Modification Work horizontal and vertical clearances etc. shall be maintained as per IE rules and EIG to Railway rules. Necessary drawing showing the details of the same shall be first got approved from HRIDC & DISCOM before starting the work.
1.11	<p><b>Quality Assurance Programme (QAP): -</b></p> <p>(a) Quality Assurance Programme in Supply and Erection All materials used in work shall be of best quality and of class most suited for purpose specified and procured from sources approved by DHBVN. It is essential that manufacturer from whom supply is arranged should have long experience of design and manufacture of equipment, components, materials and fittings. Requisite facilities for testing prototypes supplied against this contract should be available with manufacturer. In case of those equipments, components or fittings for which requisite facilities for testing of prototypes are not available with manufacturer, manufacturer shall arrange to carry out prototype tests on his own cost in a testing laboratory approved by Engineer. Only tested quality steel shall be used. Contractor shall ensure that Engineer prescribed Quality Assurance Standards are rigidly followed in manufacture and erection/installation of all materials/components and fittings/equipment required for work.</p> <p>Quality of Materials and Erection - All erection work carried out shall also be of best quality acceptable to the Engineer.</p>

<p>(b) (i) All equipment, materials, fittings and component will be subject to Quality Control Programme of manufacturer, being a part of Quality Assurance Programme of Contractor. Materials may also be inspected by Engineer or his representative either at manufacturer works or at Contractors' depot. Engineer or his representative shall have right to be present during all stages of manufacture and shall be accorded free of charge all reasonable accorded facilities for inspection and testing as well as examine stage inspection report of manufacturer in addition to quality audit which Contractor may institute as a part of his programme so as to satisfy himself that materials are in accordance with specifications, approved drawings and designs and Engineer prescribed Quality Assurance Standards.</p> <p>(ii)Erection - All erection work will also be subjected to Quality Assurance Programme including inspection by Engineer or his representative to ensure that work is done in accordance with specifications and approved drawings and designs and Engineer's prescribed Quality assurance standards.</p> <p>(iii) Expenses of Engineer' Representative - All expenses of Engineer representative shall be borne by contractor whether inspected material is finally utilised in work or not. Decision of General Manager/IE&amp;A or his successor shall be final in respect of acceptability or otherwise of any material, fittings, component or equipment required for the work.</p> <p>(C) For proper control of quality and to ensure that materials, equipment and fittings are manufactured according to specification and erection in according to approved instructions, drawings, specifications, Contractor shall adopt a suitable quality assurance programme to ensure quality at all necessary points, whether at manufacturer's works, or in his depot or at work site as well as during erection. Such quality assurance programme shall also meet requirement of Engineer's prescribed Quality Assurance Standards. This programme of the Contractor shall generally cover the following: -</p> <ul style="list-style-type: none"><li>i. Organisation to manage and implement Quality Assurance Programme.</li><li>ii. Documentation control system.</li><li>iii. Basic control system.</li><li>iv. Adopted at manufacturer's work</li><li>v. Adopted at Contractor's Depot and work site.</li></ul> <p><b>(d) Procedure adopted for QAP: -</b></p> <ul style="list-style-type: none"><li>i. Source Inspection.</li><li>ii. Incoming raw material inspection.</li><li>iii.Verification of material purchased.</li><li>iv.Fabrication Controls.</li><li>v.Site erection control.</li></ul>
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**(e) Manufacture and quality control procedure.**

- (i) Field activity.
- (ii) System of handling and storage.
- (iii) System of quality audit.
- (iv) System of maintenance of records.

**(f)** For purpose of obtaining On Account Payment, Contractor shall submit along with invoice, documents indicated in prescribed Quality Assurance Standards which should inter-alia cover following as may be applicable in each case.

- (i) Material test reports on raw materials used.
- (ii) Inspection Plan with reports of the inspection plan check points.
- (iii) Routine test report.
- (iv) Factory test results as required under specification.
- (v) Quality audit report including test check report of Engineer's representative, if any.

**NOTE: -**

1. The supply of all materials shall be from the approved sources/vendors of DHBVN only. However, items / materials for which approved sources do not exist, the same may be procured as per relevant BIS/Specifications or from other sources after one-time approval of the source (for particular work only) from the Engineer.
2. Apart from deviations, if any, proposed by the contractor and accepted by the Engineer, in case of ambiguity in tender paper in respect of procurement of materials required for the subject work, the decision of the Engineer shall be final.
3. The items like different sizes of LT, HT cables, PCC Poles, Lattice Tower, heat shrinkable Cable End Boxes, HDPE pipes etc. (decision of Engineer regarding inspection of any material whether at manufacturers premises or otherwise will be final and binding on contractor) will be inspected by the representative of HRIDC or agency nominated by HRIDC at the works of manufacturer, for that, manufacturer should have sufficient and adequate testing facilities. Other items excluding above mentioned items should be procured with original manufacturers' test reports and sample should be got approved from Engineer before ordering full/ Parts schedule quantities.

The tests on any of the item in the schedule/part of any job or assembly in schedule will be performed in an NAL/Govt. Lab. or manufacturer's premises as desired by Engineer.

**The Cost Of Factory Inspection / Lab Tests / Documentations Will Be Borne By The contractor.**

<p>1.11</p>	<p><b>SPECIFIED STORES AND WORKSHOP: -</b></p> <p>The Contractor shall set up at least one main store within a period of 30 days beginning from date of issue of Letter of Acceptance of Tender for receiving and storing steel work and other materials and establish a workshop for small fabrication and assembly work at his own cost.</p>
<p>1.12</p>	<p><b>CORRECTNESS OF WORK AND MATERIALS –</b></p> <p>(a) Contractor shall be solely responsible for correctness of positions, levels and dimensions of works according to approved drawings, notwithstanding that he may have been assisted by Engineer or his men in setting out same.</p> <p>If any dimension figured upon a drawing differs from that obtained by scaling drawings figured dimensions should be normally taken as correct, unless it is a prima facie mistake. But all such cases shall be brought to notice of Engineers and discrepancy set right before execution.</p> <p>(b) <b>Contractor's responsibility for discrepancy –</b> All designs and drawings uploaded by Contractor shall be based on a thorough study and shall be such that Contractor is satisfied about their suitability. Engineer's approval will be based on these considerations, notwithstanding approval communicated by Engineer, during progress of contract for designs and drawings, prototype samples of components, materials and equipment after inspection of materials, after erection and adjustments to installations, ultimate responsibility for correct design and execution of work shall rest with contractor unless Engineer insists on adoption of his own designs in spite of Contractor not being agreeable to it. Contractor shall be responsible for and shall bear and pay cost for any alternation or works arising from any discrepancies, errors or omissions in designs and drawings supplied by him, whether such designs and drawings have been approved by Engineer or not.</p>
<p>1.13</p>	<p><b>ADDITIONS AND ALTERATIONS TO ERECTED EQUIPMENT: -</b></p> <p>The Engineer may require ADDITIONAL INSTALLATIONS OR MODIFICATIONS OR REPLACEMENTS as per new designs as evolved or decided during the currency of the contract to be carried out on the works he deems necessary, either during the execution or after a part or whole of the installations coming within the purview of the contract has been put into commercial service. Further it may be necessary and expedient to energies overhead equipment which has been completed and finally adjusted in portions in yards. This will necessitate erection of new equipment in the vicinity or joining energized equipment. In case the prices for such additional works or modifications or replacements are not covered by the schedule of prices and are such that either party considers additional prices for such works justified, such additional works or modifications shall be carried out by the Contractor. Any additional prices for such work items would be mutually settled</p>

	<p>between the Engineer and the contractor, based on proper rate analysis and with reference to the current prevalent market rates or the rates available with the HRIDC Administration in that or nearby area/s. In case additional installations or modifications or replacements are required to be carried out under this para, the Engineer shall grant a reasonable extension of time, should it be necessary.</p>																													
<p>1.14</p>	<table border="1"> <tr> <td colspan="4" data-bbox="326 457 1401 520"><b>DEPLOYMENT OF TECHNICAL STAFF :</b></td> </tr> <tr> <td colspan="4" data-bbox="326 520 1401 625">The Contractor(s) shall employ following Qualified Engineers during the execution of the allotted work as per table below:</td> </tr> <tr> <th data-bbox="326 625 456 737">S.No</th> <th data-bbox="456 625 704 737">Personnel</th> <th data-bbox="704 625 967 737">Qualification</th> <th data-bbox="967 625 1401 737">Total Experience for each person (in years)</th> </tr> <tr> <td data-bbox="326 737 456 919">1</td> <td data-bbox="456 737 704 919">Project Manager -1 No.</td> <td data-bbox="704 737 967 919">Graduate Degree in Electrical Engineering</td> <td data-bbox="967 737 1401 919">Must have <b>05 years</b> of working experience of 11 kV Infrastructure Projects of general power supply arrangement.</td> </tr> <tr> <td data-bbox="326 919 456 1102">2</td> <td data-bbox="456 919 704 1102">Site Engineer -2 Nos.</td> <td data-bbox="704 919 967 1102">Diploma in Electrical Engineering</td> <td data-bbox="967 919 1401 1102">Must have 03 years of working experience of working in electrical general power supply arrangement.</td> </tr> </table> <p data-bbox="326 1119 1401 1329">i. Further, for this work in case the Tenderer/ Contractor fails to employ the Qualified Engineer, as aforesaid in Clause 1.12 above, within 15 days from the date of Letter of Acceptance, he shall be liable to pay an amount indicated in the table below against each Qualified Engineer for each month, or part thereof, for the default period for the provisions, as contained in above.</p> <table border="1" data-bbox="326 1346 1401 1562"> <thead> <tr> <th data-bbox="326 1346 456 1451">S.No.</th> <th data-bbox="456 1346 743 1451">Personnel</th> <th data-bbox="743 1346 1401 1451">Amount to be recovered from running bills each month for default period for each resource</th> </tr> </thead> <tbody> <tr> <td data-bbox="326 1451 456 1507">1</td> <td data-bbox="456 1451 743 1507">Project Manager</td> <td data-bbox="743 1451 1401 1507">INR 50,000</td> </tr> <tr> <td data-bbox="326 1507 456 1562">2</td> <td data-bbox="456 1507 743 1562">Site Engineer</td> <td data-bbox="743 1507 1401 1562">INR 30,000</td> </tr> </tbody> </table> <p data-bbox="326 1579 1401 1871">ii. The Contractor shall submit the copy of bio-data and Degree/ Diploma certificate, Experience certificate of the above technical staff to be employed by him for the scrutiny by HRIDC and the same will be approved by HRIDC for employment and shall be available during the currency of work execution, for record purpose. HRIDC reserve the right to scrutinise the records of the Contractor to ascertain as to whether the qualified staff has been actually employed by him and is paid for.</p>	<b>DEPLOYMENT OF TECHNICAL STAFF :</b>				The Contractor(s) shall employ following Qualified Engineers during the execution of the allotted work as per table below:				S.No	Personnel	Qualification	Total Experience for each person (in years)	1	Project Manager -1 No.	Graduate Degree in Electrical Engineering	Must have <b>05 years</b> of working experience of 11 kV Infrastructure Projects of general power supply arrangement.	2	Site Engineer -2 Nos.	Diploma in Electrical Engineering	Must have 03 years of working experience of working in electrical general power supply arrangement.	S.No.	Personnel	Amount to be recovered from running bills each month for default period for each resource	1	Project Manager	INR 50,000	2	Site Engineer	INR 30,000
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	<p>iii. While passing each “on” account bill, the Engineer representative will certify the availability of technical staff as above otherwise the recovery as above shall be made from every bill.</p> <p>iv. The decision of the Engineer, whether the required Technical staff was not employed by the Contractor shall be final and binding upon the Contractor.</p>
<p>1.15</p>	<p><b>TOOLS AND PLANTS:</b></p> <p>All necessary tools and plants required for handling, assembling and linking shall be arranged by the Contractor himself at his own cost.</p>
<p>1.16</p>	<p><b>INSURANCE: -</b></p> <p>(a) The Contractor shall take out and keep in force a policy or policies of insurance <b>Against all liabilities of the Contractor (CAR policy)</b> or the Engineer at common law or under any statute in respect of accidents to persons who shall be employed by the Contractor in or about the site of the Contractor's Offices for the purpose of carrying out the works on the site. The Contractor shall also take out and keep in force a policy or policies of Insurance against all recognized risks to their offices and depots. Such insurance shall in all respects be to the approval of the Engineer and if he so requires in his name.</p> <p><b>(b) INSURANCE OF MATERIALS AND INSTALLATIONS</b></p> <p>Contractor shall take out and keep in force a policy or policies or insurance for all materials in storage under erection and/or erected until such materials and installation are provisionally handed over to DHBVN/HSIIDC. If validity of contract is extended, validity of insurance should also be extended subsequently. Contractor shall not be liable for losses or damages to equipment erected, in course of erection or in stores at contractor's depot in consequence of mutiny or other similar causes over which contractor has no control and which cannot be insured, such losses or damages shall, if required by Engineer, be made good by contractor, at cost of Engineer.</p> <p>(c) Contractor should, however, insure materials brought to site against risks in consequence of war and invasion, as required under emergency risks (goods) Insurance Act in force from time to time.</p> <p>(d) Contractor shall take out all insurance covers in connection with the contract with Govt. recognized insurance company.</p> <p>(e) Contractor shall, in respect of all staff engaged by him or by his sub-contractor, indemnify and keep Engineer at all times indemnified and protected against all claims made and liabilities incurred under Workmen's Compensation Act, the factories Act and Payment of Wages Act and rules made there under from time to time or under any other labour and Industrial Legislation made from time to time.</p>

	<p>(f) Contractor shall indemnify and keep Engineer indemnified and harmless against all actions, suits, claim demands, costs, charges or expenses arising in connection with any death or injury sustained by any person or persons within HRIDC premises and any loss or damage to HRIDC property sustained due to acts or omission of contractor, his sub-contractors, his agents or his staff during executions of this contract irrespective of whether such liability arises under the Workman's Compensation Act, or Fatal Accident Act or any other statute in force for time being.</p> <p>(g) Contractor's liability to meet third party claims of the type outlined above will be applicable only in cases where accidents have been caused by bad design, workmanship, material or negligence on part of contractor and further liability of contractor will be limited to Rs. 25 lacs for any one accident.</p>
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<p>1.14</p>	<p><b>SAFETY MEASURES –</b></p> <p>(a) The Contractor(s) shall take all precautionary measures in order to ensure the protection of his own personnel, machinery and equipment moving about or working on the railway yard/premises and shall have to conform to the rules and regulations of the HRIDC. If any unforeseen accident or injury happens at site of work, the Contractor(s) shall be solely responsible for the same. This work is being executed in close vicinity of running line and the Contractor shall deploy day and night continuously minimum 02 flagmen/patrol men with necessary equipment per km as per requirement during different stages of construction. Besides this if necessity arises, if and when in the course of the work, there is likely to be any danger to persons in the employment of the Contractor(s) due to running traffic while working in the railway yard/ premises, the Contractor(s) shall apply in writing to HRIDC to provide flagmen or lookout men for protection of such persons. HRIDC will, however, decide as to whether it is necessary to post such flagmen for various types of work and also the number of such men required to protect the gang or gangs of the Contractor(s) working at site. HRIDC shall remain indemnified by the Contractor(s) in the event of any accident occurring in the normal course of work, arising out of the failure of Contractor(s) or his men to exercise reasonable precautions at all places of work whether or not HRIDC decides to post flagmen at any particular site of work.</p> <p>Notwithstanding the above provision, it should be clearly understood that the safety of men and material at the worksite will be the sole responsibility of the Contractor(s).</p> <p>(b)The work must be carried out most carefully without any infringement of the Indian Railway Act or the General and Subsidiary Rules in force on HRIDC in such a way that they do not hinder railway operation or affect the proper functioning or damage any HRIDC equipment, structure or rolling stock except as agreed to by HRIDC provided that all damages and disfiguration caused by the Contractor(s) to any HRIDC property must be made good by the Contractor(s) at his own cost failing which cost of such repairs shall be recovered from the Contractor(s).</p>
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	<p>(c) Contractor shall abide by all Railway regulations in force for the time being and ensure that the same are followed by his representatives, Agents, sub-contractors or workmen. He shall give due notice to his employees and workers about provision of the para.</p> <p>(d) Contractor shall ensure that unauthorized, careless or inadvertent operation of switchgear, which may result in accident to staff and/or damage to equipment, does not occur.</p> <p>(e) Contractor shall abide by all instructions issued by the Engineer from time to time in connection with protection/safety of track/ installations /personnel as well as quality control. Contractor should not leave excavated pits un-filled overnight. Due to any reason if it becomes necessary to leave pit unfilled overnight, it should be filled back effectively with sand bags to the satisfaction of Engineer's representative.</p> <p>(f) During execution of work, contractors shall ensure that all safety precautions are taken by their men to protect themselves and site to prevent any untoward incident. In this regard contractor will ensure that adequate number of safety helmets, safety belts, safety jackets with reflective arms band, rope, ladders, emergency light etc. are available at site before the work is actually started. Above list is only indicative and is not exhaustive and safety item will be arranged as per requirement. HRIDC reserve the right to stop work in absence of proper safety gear and no claim shall be entertained in this regard. Decision of the Engineer will be final and binding upon contractor. Cost of all safety gear is deemed to have been included in rates quoted and nothing extra is payable under this contract.</p> <p>(g) The contractor shall ensure all the safety measures of DHBVN/HSI IDC and Industrial Safety rules and regulation at work site.</p>
<p>1.15</p>	<p><b>ELECTRICAL CONTRACTOR LICENCE-</b></p> <p>The tenderer shall possess a <b>Valid Electrical Contractor’s Licence for LT/HT issued from the concerned statutory authority</b>. The above said Electrical Contractor’s Licence is to be uploaded along with the offer otherwise the offer shall be summarily rejected.</p> <p>In case the tenderer is a Partnership firm, the Electrical Contractor’s Licence shall be either in the name of partnership firm or in the name of any of the constituent partners of such partnership firm.</p>
<p>1.16</p>	<p><b>SCHEDULE FOR TIMELY COMPLETION OF WORK AND PENALTY FOR DELAYS:</b></p> <p>(a) The whole work shall be completed within the stipulated completion period from the date of issue of acceptance letter. The sequence in which the various works &amp; activities are programmed &amp; scheduled to be carried out shall be prepared by Contractor(s) in the form of PRIMAVERA/ MS PROJECT and will be submitted to</p>

	<p>HRIDC within 20 days from the allotment of the work and the same shall be got approved from the Contract Signing Authority. The various works and activities should be detailed with respect to nos. of man and machinery required to be deployed to complete each activity.</p> <p>(b) <b>Mid-term progress review and token penalty for slow progress:</b> -                  The Contractor shall be required to maintain proportional progress in accordance with programme submitted by the Contractor duly approved by HRIDC. During the course of work, the progress will be reviewed every month, and if the progress achieved by the Contractor is found to be significantly lagging behind the proportional progress shown in the approved programme due to reasons entirely attributable to the Contractor, then a token penalty of up to Rs. 50,000/- per month or as decided by HRIDC, can be imposed by the contract signing authority on the Contractor after issuing a 15 days “show cause notice”. Decision of HRIDC in this regard will be final and binding on the Contractor. However, the penalty so imposed, shall be waived off, if the Contractor achieves the scheduled progress as per approved programme in the subsequent quarters.</p>
<b>1.17</b>	<p><b>MAINTENECE PERIOD:</b> -</p> <p>The Contractor will have to maintain the work for a period of <b>12 (Twelve)</b> months from the date of completion of work as certified by Engineer of the work.</p>
<b>1.18</b>	<p><b>RELEASED MATERIAL:</b> -</p> <p>The contractor shall return all the released material from the existing system at the first available opportunity but not later than a week at the store of <b>concerned authority or decided by Engineer</b>. If the contractor fails to return the released material in specified time, the cost of released material will be recovered from the progress bill before releasing any payment.</p>
<b>1.19</b>	<p><b>Road crossing fee/ permit fee:</b>                  National Highways / State Highway / Other Roads crossing fee / permit fee / any other charges deposited to National Highways / State Highway Authorities if any will be borne by HRIDC on submission of original receipt issued by concern authorities.</p>
<b>1.20</b>	<p><b>PRICE AND PAYMENT :-</b></p> <p><b>Payment shall be only being made after carrying out the work to the satisfaction of Engineer.</b></p> <p><b>A. Items wise payment for Electrical schedule shall be made as under:-</b></p> <p>i. 70% payment after supply and acceptance of material.</p>

	<p>ii. 10% payment after successful erection of items of work as per approved drawing.</p> <p>iii. Balance 20% payment of items of work after successful commissioning, charging and handed over to HSIIDC/DHBVN as applicable.</p> <p><b>B. PAYMENT FOR SUPPLY OF MATERIALS:</b>  Payments will be made for materials as specified below:</p> <p>The material required for execution of the work to be supplied by the contractor and kept in store. After inspection by HRIDC authority payment shall be made for supply of material required for the erection of the work in schedule as described below. Payments for equipment's, components, Conductor, HT/LT Cable and materials required for execution of the work will be made up to <b>70%</b> of the supply value of the item indicated in the tender schedule to the contractor subject to complying the following:</p> <ul style="list-style-type: none"> <li>(i) Supplies Challan.</li> <li>(ii) Certificate of receipt of materials in good condition at contractor depot/s duly accepted by the Engineer's representative.</li> <li>(iii) Inspection Certificate granted by Engineer's representative.</li> <li>(iv) Submission of insurance policy with a validity up to the completion/extended period at the Contractor's cost, in favour of HRIDC against damage, deterioration, theft, fire (all risk policy) etc.</li> <li>(v) Submission of indemnity bond with validity up to the completion/extended period in the prescribed format at the Contractor's cost, vesting the ownership of such material with the HRIDC.</li> <li>(vi) The material shall be delivered at site and properly stored under covered sheds at Contractor's cost and protected against damage, deterioration, theft, fire etc. to the satisfaction of the Engineer. The Contractor shall store the bulk material in the measurable stacks.</li> </ul> <p><b>C. Issue of materials to the Contractor for erection:</b></p> <p>The material will be issued by HRIDC to the contractor for execution of work against indemnity bond for the supply value of the tender schedule or equivalent cost of material, as per the discretion of "Engineer" till its erection. Materials will be issued in stages in such a way that no point of time cost of materials in Contractor's custody is more than the value of indemnity bond made available by the Contractor.</p>
<p><b>1.21</b></p>	<p><b>SITE REGISTERS:</b></p>
	<p>The following registers will be maintained at site by the Contractor(s):</p> <ul style="list-style-type: none"> <li>i) <b>Site Order Register:</b> The Contractor(s) shall promptly sign orders given therein by the Engineer or his representative or his superior officers and comply with them. The compliance shall be reported by the Contractor(s) to the Engineer-in-charge in reasonable time so that it can be checked/verified</li> </ul>

	<ul style="list-style-type: none"><li>ii) <b>Labour Register:</b> This register will be maintained to show daily strength of labour in different categories employed by the Contractor(s).</li><li>iii) <b>Plant and Machinery Register:</b> This register will record daily particulars of machinery with the Contractor(s) and will be signed jointly by the Engineer's representative and the Contractor(s).</li><li>iv) Quality control register for various materials</li><li>v) Daily progress register</li><li>vi) <b>Hindrance register:</b> This register will maintain the number of days when work could not progress/remained suspended and reason thereof. This list given above is not exhaustive.</li><li>vii). Contractor(s) may be asked to maintain additional registers, if required by Engineer. Any other register instructed by Engineer time to time shall also be prepared by contractor.</li></ul>
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**PART - IV**

**EXPLANATORY NOTES FOR NON- SCHEDULE ITEMS**

<b>Item No-1</b>	To draw the site plan of HT/LT track crossing on tracing paper of 85/90 GSM showing details of crossings, DP, Lattice tower, RCC pipe, cable with depth and bank height and other details & Certificates etc. as per HRIDC requirement and same is to be got signed by HRIDC & DHBVNL / UHBVNL authorities before execution of work, each tracing is to be supplied with 12 copies of ammonia print. Complete work will be as per instruction & satisfaction of HRIDC Site Engineer.
<b>Item No-2</b>	Supply of material and Digging of pit and erection of PCC pole 09 mtr. Long & working load of 200 kg at 6.0 mtr. from the top. The pole must be compliance with UHBVNL/DHBVNL specification CSC-VII-R-11/DH/UH/P&D/2015-16. The PCC pole shall be erected over a cement concrete bed (1:3:6) of 15 Cm. thick and back filling of pit with excavated earth. All supports shall be correctly aligned before connecting or the back filling of the pit with the earth. The depth of the pit shall be such that normally 1/6 <sup>th</sup> of the length of pole is buried in the ground. The size of pit shall be generally excavated in the direction of line. After erection of PCC pole suitable foundation of not less than 90 cms. Dia (1:3:6) to be casted all around 3ft. in length (2ft. below ground and one ft. above). The foundation of poles shall be casted after completing the work of erection of poles and stringing of over-head wire in order to have correct alignment. Finishing of foundation shall be done by the Contractor. Complete work will be as per instruction & satisfaction of HRIDC Site Engineer.
<b>Item No.3</b>	Supply of material and Digging of pit and erection of PCC pole 11 Mtr. Long & working load of 400 kg at 6.0 M from the top. The pole must be compliance with specification of UHBVNL/DHBVNL CSC-XV/DH/UH/P&D/2009-10 or latest. The PCC pole shall be erected over a cement concrete bed (1:3:6) of 15 Cm. thick and back filling of pit with excavated earth. All supports shall be correctly aligned before connecting or the back filling of the pit with the earth. The depth of the pit shall be such that normally 1/6 <sup>th</sup> of the length of pole is buried in the ground. The size of pit shall be generally excavated in the direction of line. After erection of PCC pole suitable foundation of not less than 90 cms dia (1:3:6) to be casted all around 3ft. in length (2ft. below ground and one ft. above). The foundation of poles shall be cast after completing the work of erection of poles and stringing of over- head wire in order to have correct alignment. Finishing of foundation shall be done by the Contractor. Complete work will be as per instruction & satisfaction of HRIDC Site engineer.
<b>Item No-4</b>	Supply, fixing, Stringing and sagging of ACSR Rabbit conductor (50 Sqmm size). The item price includes all the transportation charges for transporting the material to the site.
<b>Item No-5</b>	Supply & stringing of GI Earthling wire 08 SWG for overhead earthling as per requirement of DHBVN specification. GI wire shall be conforming to relevant IS CODE.

	The item price includes all the transportation charges for transporting the material to the site.
<b>Item No-6</b>	Supply and erection of stay set, shall consist of stay GI rod 20 mm dia, 8', Stay wire 7/8 SWG, GI plate size 460 mm, GI elbow, stay clamps and Disc insulator, etc. in cement concrete foundations, the ratio of cement aggregate and cement shall be (1:3:6), including excavation refilling. All component of stay set assembly shall be of galvanized. Necessary stay arrangement is also required to be provided for the PCC poles/ 'H' Pole/ Lattice Tower. The position of stay pit shall normally be such that stay pit makes an angle of 30 to 60 degree with the support. The depth of the stay pit shall be such that normally a length of 45 cm of stay rod shall project above the ground level. The stay rod shall be complete with stay wire of size 7/8 SWG complete with stay rod, stay insulator, thimble etc. The stay rod shall have to be embedded in a cement concrete 1:3:6 foundation 42cms x 42 cms in section, the anchor plate shall be placed on 15 cm thick cement concrete. The band in stay rod shall be such that stay rod are the bend portion of stay rod are in correct alignment. Stay rod shall be protected with GI pipe, which shall not be less than 5 cm in dia. and 1.5-meter-long. Stay wire shall be bonded properly to the earth wire. Complete work will be as per instruction & satisfaction of HRIDC Site Engineer.
<b>Item No-7</b>	Supply, installation, testing and commissioning of Polymeric insulators disc type suitable for 11 KV, 45 KN HT line. The insulators shall be vitreous throughout and non-observant. Insulators shall have adequate mechanical strength, high degree of resistance of electrical puncture and resistance to climatic conditions. This includes G.I. hardware suitable for disc insulator as per specification of DHBVN & Site requirement with satisfaction of Site Engineer of HRIDC.
<b>Item No-8</b>	Supply, installation, testing and commissioning of Polymeric pin insulator with GI pin Suitable for 11kV HT line as per specification of DHBVN and as per satisfaction of HRIDC site Engineer.
<b>Item No-9</b>	Supply and fixing of "V" type cross arm on PCC pole/'H' Poles/ Lattice Tower fabricated from GI angle 100X50X6 mm(ISMC-100) as per DHBVNL specification & drawing with necessary nut bolts and washers and clamps shall be fabricated from 50X6 mm flat for fixing the cross arm on PCC pole/ 'H' Poles/ lattice Tower . The cross arm shall have holes as required for Pin / Disc insulators. The cross arm shall be suitable for 11 kV system. Necessary hook of proper size may be welded lower end of V type cross arm as per site requirement.
<b>Item No-10</b>	Supply and fixing of 11 kV top hamper fabricated from MS angle 65X65X6mm and MS flat 50X6mm with nut bolt and washers etc. complete in all respect suitable for PCC poles/ 'H' Poles/ lattice Tower as per DHBVNL specification, drawing and as per site requirement.
<b>Item No-11</b>	The earthing shall be done with 3 meters long 50 mm dia. 'B' class G. I. Pipe (As per IS 1239) earth electrode with 12 mm dia. holes around the pipe at distance of 30 cm, downside tapered. Earth electrode to be put vertically 3-meter-deep with alternate layer of salt & charcoal approx. 50 kg charcoal and 10 kg salt. 8 SWG hot dip G. I. or 7/4 mm

	<p>dia. galvanized steel stranded earth wire (As per LT/HT case) shall be connected from earth electrode top with 12 mm dia.</p> <p>G.I. nut bolt to main board / equipment with masonry / RCC earth enclosure of size 300x300x300 mm (Inside to inside) with 125 mm wall thickness &amp; suitable size MS/RCC pull out cover. The G.I. wire shall run in 12 mm 'B' class G. I. Pipe along with wall / pole up to height of 1.5 meter. The depth of 8 SWG hot dip G. I. or 7/4 mm dia galvanized steel stranded earth wire including connections from earth pipe to main board / equipment /H pole/Tower in ground shall be 30 cms. and 15 cm in pakka floor. G.I. top cap shall also be provided on top of earth pipe. Value of each earth shall be measured and marked on MS / cast iron plate size 150 x 100 x 1.5mm painted with black enamel paint shall be fixed near the earth, and following information shall be indicated (1) Earth No. (ii) Individual value of earth (iii) Date of testing. Earth resistance at each electrode shall be measured jointly by the contractor &amp; HRIDC Site Engineer. Complete work should be as per IS-3043.</p> <p>The distance between two earths shall not be less than 6 M or 2 x length of earth electrode. Each earthing should have a minimum resistance as specified in IE rule &amp; complete work will be as per instruction &amp; satisfaction of HRIDC Site Engineer.</p>
<b>Item No.-12</b>	Supply, laying and connecting of GI flat strip of size 25x6mm 9mtr at 0.5 mtr below ground from earthing pipe to top of the Pole/H-pole/Lattice Tower with suitable size nuts, bolts & washers as per instruction of HRIDC Site Engineer.
<b>Item No-13</b>	Supply, fabrication and fixing of Galvanized Channel <b>100x50x6 mm</b> for termination of 11/33 KV line with clamps, nuts, bolts and washers etc. the cost includes necessary fabrication & welding. All the fabricated GI fixtures, Brackets, clamps and saddles etc. used for the work shall be made of 40X5 mm GI flat (unless and otherwise specified in the drg. /specification). All the GI bolts used for the work shall not be less than 12 mm dia (unless and otherwise specified) of suitable lengths so that after tightening of nuts only two or three threads of the bolts shall be projected out of the nut. Each bolt shall be provided with one flat and one spring washer and one nut. All work will be completed as per instruction of Engineer and as per specification of DHBVN.
<b>Item No-14</b>	Supply, fabrication and fixing of Galvanized angle <b>50x50x6 mm</b> for Bracing and Belting of H-pole/pole with clamps, nuts, bolts and washers etc. the cost includes necessary fabrication & welding. All the fabricated GI fixtures, Brackets, clamps and saddles etc. used for the work shall be made of 40X5 mm GI flat (unless and otherwise specified in the drg. /specification). All the GI bolts used for the work shall not be less than 12 mm dia (unless and otherwise specified) of suitable lengths so that after tightening of nuts only two or three threads of the bolts shall be projected out of the nut. Each bolt shall be provided with one flat and one spring washer and one nut. All work will be completed as per instruction of Engineer and as per specification of DHBVN.
<b>Item No-15</b>	Supply, fabrication and fixing of Galvanized Channel <b>75x40x6 mm (ISMC-75)</b> for termination of 11/33 KV line with clamps, nuts, bolts and washers etc. the cost includes necessary fabrication & welding. All the fabricated GI fixtures, Brackets, clamps and saddles etc. used for the work shall be made of 40X5 mm GI flat (unless and otherwise specified in the drg. /specification). All the GI bolts used for the work shall not be less

	than 12 mm dia (unless and otherwise specified) of suitable lengths so that after tightening of nuts only two or three threads of the bolts shall be projected out of the nut. Each bolt shall be provided with one flat and one spring washer and one nut. All work will be completed as per instruction of Engineer and as per specification of DHBVN.
<b>Item No-16</b>	Supply, fixing and commissioning of P.G clamps for 30/50/80/100sqmm ACSR conductor as per site requirement. All work will be completed as per instruction of Engineer and as per specification of DHBVN.
<b>Item No-17</b>	Supply, fixing and commissioning of LA's (Lightening Arrestor) suitable for 11 kV, As per DHBVN technical specification, relevant ISS and latest amendments.
<b>Item No-18</b>	Supply, fixing and commissioning of 11 KV 400 Amps. GO+DO Switch complete with handle, pipe, supporting channel and all other fittings , suitable for 11/09 meter PCC pole. As per DHBVN specification, relevant ISS and latest amendments.
<b>Item No-19</b>	Dismantling & Removal of existing 11/33 KV transformer (three phase of any capacity) from existing location (pole/'H' pole) and transportation, installation, testing and commissioning of transformer at new location as per instruction of Engineer. The contractor shall arrange all accessories (excluding PCC Pole) and complete all related works required at site for commissioning of transformer at new location including transportation, termination, connection etc. up to satisfaction of Engineer and specification of DHBVN.
<b>Item No-20</b>	Dismantle & Removal of the existing PCC pole 9/11 meter including all other fittings fabricated from MS angle/ MS base plate/ Gussets / bolts and nuts etc. All the material released from the site shall be deposited / handed over to the owner of the crossing as per the instruction of Engineer. The cost of the transportation charges will be borne by the contractor. The existing cement concrete foundation of the PCC pole (if any) is to be dismantled up to the root/Ground level as per the instruction of Engineer.
<b>Item No-21</b>	<b>Dismantling and removal of existing overhead ACSR Conductor (11 kV) and guarding/Earthing wire in presence of DISCOM/HRIDC representative. After dismantling the aluminium conductors/copper conduct or G.I. wires, released material shall be handed over to the owner of the crossing. The cost of the transportation charges will to be borne by the contractor. Complete work will be as per instruction of Engineer.</b>
<b>Item No-22</b>	Supply and fixing of Danger plate Enamalled (11/33 kV) with clamps complete in all respect as per DHBVN latest specification and as per site requirement.
<b>Item No-23</b>	Supply and fixing of Barbed wire complete in all respect as per DHBVN latest specification and as per site requirement.
<b>Item No- 24</b>	Supply, laying, Testing and commissioning of 11 kV 3 core 185 sq mm XLPE(with TR) insulated stranded compacted armoured aluminium conductor Dry / gas cured insulated HT Cable Conforming to IS:7098 Part-II,1985, IS:8130-1984 and IEC-502 standards with latest amendment thereof and as per latest specification of DHBVN. This also



	includes all the transportation charge and delivery at site. Laying of cable can be in trench, air or in HDPE pipe as per site requirement and instruction of Engineer.
<b>Item No-25</b>	Supply, installation, testing and commissioning of heat shrinkable termination kit (End Box) suitable for 11kV, 3 core x 185 sqmm XLPE Cable (with TR) conforming to IS Code IS: 13573/1992 Part-1,2&3/2011 or upto latest amendment with all required accessories complete in all respect. The cable end boxes shall be fixed with fixing brackets. Complete work will be executed as per instruction of Engineer.
<b>Item No-26</b>	Supply, installation, testing and commissioning of straight through joint for 11 KV 3 cores HT XLPE (with TR) 185 SQMM conforming to IS Code IS: 13573/1992 Part-1,2&3/2011 or up to latest amendment. it should be ensured no air bubbles in straight through joint. Complete work will be as per instruction of Engineer and specification of DHBVN.
<b>Item No-27</b>	Supply, laying, Testing and commissioning of 11 kV 3 core 95 sq mm XLPE (with TR) insulated stranded compacted armoured aluminium conductor Dry / gas cured insulated HT Cable Conforming to IS:7098 Part-II,1985, IS:8130-1984 and IEC-502 standards with latest amendment thereof and as per latest specification of DHBVN. This also includes all the transportation charge and delivery at site. Laying of cable can be in trench, air or in HDPE pipe as per site requirement and instruction of Engineer.
<b>Item No-28</b>	Supply, installation, testing and commissioning of heat shrinkable termination kit (End Box) suitable for 11kV, 3 core x 95 sqmm XLPE Cable (with TR) conforming to IS Code IS: 13573/1992 Part-1,2&3/2011 or upto latest amendment with all required accessories complete in all respect. The cable end boxes shall be fixed with fixing brackets. Complete work will be executed as per instruction of Engineer.
<b>Item No.-29</b>	Supply, laying, Testing and commissioning of 1.1 kV 4 core 50 sqmm LT XLPE (with TR) insulated stranded compacted armoured aluminium conductor Dry /gas cured insulated LT Cable Conforming to IS:7098 Part-I,1985, IS:8130-1984 and IEC-502 standards with latest amendment thereof and as per latest specification of DHBVN. This also includes all the transportation charge and delivery at site. Laying of cable can be in trench, air or in HDPE pipe as per site requirement and instruction of Engineer.
<b>Item No.-30</b>	Excavation and refill of <b>0.50 Mtr. Width, 1.20 Mtr.</b> Deep trench on kuchha/pucca land and in all kinds of soil for laying of HDPE/spun concrete pipe for underground cable crossing. Contractor will clear all metallic part & stones etc. after cable/pipe laying contractor will clear all site, refilling by available soil and ramming the same for made good in same level. Complete work will be as per instruction of Engineer.
<b>Item No-31</b>	Supply & laying of HDPE pipe in already excavated trench under road/ground/floor/railway track etc. with technical specification 160 mm dia. (OD), wall thickness between 7.7 mm to 8.6 mm, material grade PE-63 and class of pipe should be PN-4 with confirming to IS:4984/1995 or latest thereof. After laying of HDPE pipe, the trench should be refilled with same soil and restored to original position & pipe should be laid in trench such that possible to withdraw the cable for repair or replacement. The pipe shall be laid with a gradient to facilitate drainage of water and it shall be right angle to the track. For each 11 kV power crossing, contractor shall have to lay two length of

	<p>pipe, for 02 Nos. of cable to be laid.</p> <p>For each 33 KV power crossing, contractor shall have to lay 4 length of pipe, for 04 Nos. of single core cables to be laid. Accessories related with laying of HDPE pipe like fitting, bends joints/coupler, junction, flange end cap etc. as per site requirement will be provide by contractor and no extra payment will be given for above items.</p>
<b>Item No.-32</b>	<p>Supply &amp; laying of HDPE pipe in already excavated trench under road/ground/floor/railway track etc. with technical specification 75/80 mm dia. (OD), wall thickness 3 mm, material grade PN-4 with confirming to IS:4984/1995 or latest thereof. After laying of HDPE pipe, the trench should be refilled with same soil and restored to original position &amp; pipe should be laid in trench such that possible to withdraw the cable for repair or replacement. The pipe shall be laid with a gradient to facilitate drainage of water and it shall be right angle to the track.</p>
<b>Item No-33</b>	<p>Drilling of Horizontal bore by pushing method (trenchless technology) in all types of soil / rock for laying of GI/CI/Spun/HDPE/DWC pipe dia. upto 450 mm by pushing method in presence of Engineer representative taking all necessary safety precautions relate to Road/ Canal/ Bridges/ track and movement of Road transport &amp; trains. Horizontal boring will be done at minimum 1.5 Mtr.. below from ground level at Roads/Canals/Bridges/railway track portion but in case, where bank is high then boring should be such that outer side and under track RCC/HDPE/DWC pipes are in same alignment.</p> <p>All work will be done in presence of Engineer representative without disturbing the Roads/Canals/Bridges/Railway track taking all necessary safety precautions related to Roads/Canals/Bridges/track and movement of Road transport &amp; trains. Complete work will be carried out as per instruction of Engineer.</p>
<b>Item No- 34</b>	<p>Supply &amp; fixing/laying of 100 mm 'B' class, medium duty, G.I. pipe as per IS-1239 in trench, under floor/road/ground/along with Lattice Tower/pole/DP etc. complete with coupling, bends, elbows etc. as required at site. While terminating the HT cable to the overhead rail pole/DP structure/lattice tower both ends of pipe should be filled with POP after insertion of HT cable to avoid any rainy water in pipe. The G.I. Pipe should be fixed to lattice tower/DP/Rail pole with the help of GI Flat clamp (minimum 3 Nos.) made of size 40x5 mm flat. Complete work with all misc. items will be as per instruction of Engineer.</p>
<b>Item No.-35</b>	<p>Hiring of AC Vehicle i.e., Mahindra Bolero or similar segment type vehicle including major/minor repairs, cost of lubricants, fuels, salary of driver, toll taxes and all other taxes, complete operation &amp; maintenance for running of 2500 KM in a month for the use of Electrical Department of HRIDC for supervision &amp; other usages for HROC Project. The vehicle shall run on pucca/katcha road and along the track. The contractor shall have road permit for use vehicles in the state Haryana &amp; Delhi.</p> <p><b>Note: Vehicle shall not be older more than 3 years.</b></p>
<b>Item No- 35(a)</b>	<p>Extra charge beyond 2500 Km per month shall be paid to contractor.</p>

**PART – V**

**ANNEXURE AND SCHEDULE OF QUANTITY(BoQ)  
AGREEMENT FOR ZONE CONTRACT**

CONTRACT AGREEMENT No. \_\_\_\_\_ DATED \_\_\_\_\_. ARTICLES OF AGREEMENT made this \_\_\_\_\_ day of \_\_\_\_\_ between the President of India acting through the \_\_\_\_\_, \_\_\_\_\_ HRIDC hereinafter called the "HRIDC" of the one part and \_\_\_\_\_ hereinafter called the "Contractor" of the other part.

WHEREAS the Contractor has agreed with the HRIDC during the period of \_\_\_\_\_ months from \_\_\_\_\_ to \_\_\_\_\_ for the performance of:

- (a) New Works, additions and alterations to existing structures, special repair works and supply of building materials subject to the contract value for such works not exceeding \_\_\_\_\_.
- (b) All ordinary repair and maintenance works at any site between kilometer \_\_\_\_\_ and kilometre \_\_\_\_\_ as will be set forth in the work orders (which work orders shall be deemed and taken to be part of this contract) that will be issued during the said period at \_\_\_\_\_% above/below the Standard Schedule of Rates (SSOR) of the HRIDC, corrected up to the latest correction slips and Standard Specifications of the HRIDC corrected upto latest correction slips and the Special Conditions and Special Specifications, if any in conformity with the drawings (if any) that will be issued with the work order, aforesaid AND WHEREAS the performance of the said work is an act in which the public are interested.

NOW THIS INDENTURE PRESENTS WITNESSETH That in consideration of the payment to be made by the HRIDC, the Contractor will duly perform the works set forth in the said Work Order and shall execute the same with great promptness, care and accuracy, in a workman like manner to the satisfaction of the HRIDC and will complete the same on or before the respective dates specified therein in accordance with the said specifications and said drawings (if any) and said conditions of contract and will observe, fulfill and keep all the conditions therein mentioned, (which shall be deemed and taken to be part of this contract as if the same had been duly set forth herein), AND the HRIDC both here-by agree that if the Contractor shall duly perform the said work in the manner aforesaid and observe and keep the said terms and conditions, the HRIDC will pay or cause to be paid to the Contractor for the said works on the completion thereof the amount due in respect thereof at the rates specified above.

Contractor \_\_\_\_\_

Designation

Address \_\_\_\_\_

HRIDC \_\_\_\_\_

(For President of India)

Witnesses (to signature of Contractor):

Signature of witnesses with address \_\_\_\_\_

Date \_\_\_\_\_

Signature of witnesses with address \_\_\_\_\_

ANNEXURE - III

**WORK ORDER UNDER ZONE CONTRACT**

WORK ORDER NO. \_\_\_\_\_, DATED \_\_\_\_\_ UNDER CONTRACT AGREEMENT

NO. \_\_\_\_\_ DATED \_\_\_\_\_.

Name of Work \_\_\_\_\_ (SITE) \_\_\_\_\_

Schedule of Drawings \_\_\_\_\_

Authority \_\_\_\_\_ Allocation \_\_\_\_\_

The Contractor(s) \_\_\_\_\_ is / are hereby ordered to carry out the following works at \_\_\_\_\_% above/below the Standard Schedule of Rates (SSOR) of \_\_\_\_\_, updated with correction slips issued up to date of inviting tender or as otherwise specified in the tender documents under Zone Contract Agreement here-in-before referred to:

SL	Item No.	Description of Item of Work	Approximate Quantity	Unit	Rates in Figures and Words (₹)	Amount (₹)
1	2	3	4	5	6	7
Total Approximate Value of Work = ₹ _____						

The works herein mentioned are required to be completed on or before \_\_\_\_\_ (Date). The quantities provided herein are approximate and subject to variation under Clause 42 of the Standard General Conditions of Contract updated with correction slips issued up to date of inviting tender or as otherwise specified in the tender documents.

GENERAL Manager/IE&A

HRIDC

Date \_\_\_\_\_

for President of India

I agree to complete the works herein set forth on or before the date specified under the Zone Contract Agreement herein before referred to in conformity with the drawings hereto annexed and in accordance with the General and Special (if any) Conditions of Contract updated with correction slips issued up to date of inviting tender or as otherwise specified in the tender documents and the Standard Specifications of HRIDC updated with correction slips issued up to date of inviting tender or as otherwise specified in the tender documents .

I also agree to maintain such works for the period specified below from the date of completion:

(a) Repair and maintenance work including white/color washing: three calendar months from date of completion.

(b) All new works except earth work: Six calendar months from date of completion.

Contractor \_\_\_\_\_ (Signature)

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

Address \_\_\_\_\_

For President of India)

Date \_\_\_\_\_

Date \_\_\_\_\_

Signature of Witnesses (to Signature of Contractor) with address

1. \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
2. \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**CONTRACT AGREEMENT OF WORKS**

*(On non-judicial stamp paper)*

ORIGINAL CONTRACT AGREEMENT No. HRIDC/GGN/CA/.....

Dated / /2023

ARTICLES OF AGREEMENT made this ..... day of ..... 2023 between the General Manager (IE & Admin), Haryana Rail Infrastructure Development Corporation Limited, Plot No. 143, 5th Floor, RailTel Tower, Sector-44, Gurugram-122003 acting through Dy. General Manager (Electrical), HRIDC, Gurugram, herein after called “the Employer/Engineer/ HRIDC” of the one part and ..... (hereinafter called “the Contractor”) of the other part.

WHEREAS the contractor has agreed with the HRIDC’s for performance of Tender No. HRIDC/GGN/ELECT/2023/02/..... - Shifting/Modification of 11kV SC KMP feeder longitudinal to KMP Expressway in C/w Proposed C-6 Section of HORC Corridor between HORC Chainage: 61.500 to 116.00, set forth in the schedule hereto annexed upon the Indian Railways Standard General Condition of Contract (2022-Edition Latest) as corrected upto date, the Indian Railway Unified Standard Specifications (Materials & works) Vol. I & II – 2010, as corrected upto date, Indian Railway Unified Standard Schedule of Rates of Northern Railway – 2010 as corrected upto date and special conditions & specifications of contract, if any and in conformity with the Drawings here-into annexed and whereas the performance of the said works is an act in which the public are interested.

NOW THIS INDENTURE WITNESSETH that in consideration of the payments to be made by the HRIDCs, the contractors will duly perform the said works in the said schedule set forth and shall execute the same with great promptness, care and accuracy in a workman like manner to the satisfaction of the HRIDC and will complete the same in accordance with the said specifications and said drawings and said conditions of contracts on or before ..... and will maintain the said work for a period of 12 (Twelve) calendar months from the certified date of their completion and will observe, fulfil and keep all the conditions there in mentioned (which shall be deemed and taken to be part of this contract, as if the same have been fully set forth herein), AND the HRIDC, both hereby agree that if the contractor shall duly perform the said works in the manner aforesaid and observe and keep the said terms and conditions, the HRIDC will pay or cause to be paid to the contractor for the said works on the final completion thereof the amount due in respect thereof at the rates specified in the schedule hereto annexed.

(Dy. General Manager/ Electrical)

HRIDC, Gurugram

For and on behalf of the HRIDC

Witnesses of contractor’s signature

- 1.
- 2.

(Signature of Contractor/s)

**FORMAT FOR AFFIDAVIT TO BE SUBMITTED BY TENDERER  
ALONG WITH THE TENDER DOCUMENTS**

**(To be executed in presence of Notary public on non-judicial stamp paper of the value of  
Rs. 100/-. The stamp paper has to be in the name of the Tenderer) \***

I ..... (Name and designation) \*\* appointed as the attorney/  
authorized signatory of the Tenderer (including its constituents),

M/s. \_\_\_\_\_ having its office at.....(hereinafter called the Tenderer) for  
the purpose of the Tender documents for the work of ( Name of work )\*\* as per the Tender  
No. \_\_\_\_\_ of Haryana Rail Infrastructure Development Corporation (HRIDC), do hereby  
solemnly affirm and state on behalf of the Tenderer including its constituents as under:

1. I/We the Tenderer (s), am/are signing this document after carefully reading the contents.
2. I/We the tenderer(s) also accept all the conditions of the tender and have signed all the pages in confirmation thereof.
3. I/we hereby declare that I/we have downloaded the tender documents from the website <https://etenders.hry.nic.in>. I/we have verified the content of the document from the website and there is no addition, no deletion or no alteration to the content of the tender document. In case of any discrepancy noticed at any stage i.e. evaluation of tenders, execution of work or final payment of the contract, the master copy available with HRIDC shall be final and binding upon me/us.
1. I/we declare and certify that I/we have not made any misleading or false representation in the forms, statements and attachments in proof of the qualification requirements.
5. I/We also understand that my/our offer will be evaluated based on the documents/credentials submitted along with the offer and same shall be binding upon me/us.
6. I/We declare that the information and documents submitted along with the tender by me/us are correct and I/we are fully responsible for the correctness of the information and documents, submitted by us.
7. I/we certify that I/we the tenderer(s) is/are not blacklisted or debarred by Railways or any other Ministry / Department of Govt. of India from participation in tender on the date of submission of bids, either in individual capacity or as a HUF/ member of the partnership firm/LLP/JV/Society/Trust.
8. I/we understand that if the contents of the certificate submitted by us are found to be forged/false or incorrect at any time during process for evaluation of tenders, it shall lead to forfeiture of the Bid Security besides banning of business for a period of up to two years. Further, I/we (*insert name of the tenderer*) \*\* \_\_\_\_\_ and all my/our constituents understand that my/our offer shall be summarily rejected

9. I/we also understand that if the contents of the certificates submitted by us are found to be false/forged or incorrect at any time after the award of the contract, it will lead to termination of the contract, along with forfeiture of Bid Security/SD and Performance guarantee besides any other action provided in the contract including banning of business for a period of up to two years.
10. I/We have read the clause regarding restriction on procurement from a bidder of a country which shares a land border with India and certify that I am/We are not from such a country or, if from such a country, have been registered with the competent Authority. I/We hereby certify that I/we fulfil all the requirements in this regard and am/are eligible to be considered (evidence of valid registration by the competent authority is enclosed).

**SEAL AND SIGNATURE  
OF THE TENDERER**

Place:

Dated:

\*\* The contents in italics are only for guidance purpose. Details as appropriate are to be filled in suitably by tenderer.



**ANNEXURE-V(A)**

**This certificates is to be given by Attorney/Authorized signatory/each member of Partnership firm/Joint Venture(JV)/Hindu Undivided Family(HUF)/Limited Liability Partnership(LLP) etc.**

I/We .....(Name), attorney/Authorized signatory of the ..... (Constitute firm/Constitute partner) and member/partner of the ..... (tendering firm)here by solemnly affirm and state as under :

1. I/We certify that..... (constituent firm/constituent partner) is /are not blacklisted or debarred by Railway or any other Ministry/Department of Govt. of India from participation in tender on the date of submission of bids either in individual capacity or as a HUF/member of the partnership firm/LLP/JV/Society/Trust.
2. I/We have read the clause regarding restriction on procurement from a bidder of a country which shares a land border with India and certify that I am/we are not from such a country or, if from such a country, have been registered with the competent authority. I/we here by certify that I/we fulfil all the requirement in this regards and am/are eligible to be considered (evidence of valid registration by the competent authority is enclosed),

**SEAL AND SIGNATURE  
OF THE CONSTITUENT FIRM/CONSTITUENT PARTNER**

Place:

Dated:

**FORM OF IRREVOCABLE GUARANTEE BOND FOR PERFORMANCE  
GUARANTEE(PG)**

To,  
GM (IE&A)  
Haryana Rail Infrastructure Development Corporation Ltd.  
Plot No. 143, 5th Floor, Railtel Tower,  
Sector 44, Gurugram, Haryana 122003

Bank Guarantee No.: .....

Bank Guarantee Expiry Date: .....

Bank Guarantee Claim Expiry Date: .....

In consideration of the President of India acting through General Manager (IE&A), Haryana Rail Infrastructure Development Corporation Ltd., Plot No. 143, 5th Floor, Railtel Tower, Sector 44, Gurugram, Haryana 122003 hereinafter called "The HRIDC" having agreed to exempt .....[Insert name & address of the Bidder]..... hereinafter called "the said Contractor (s)" from the demand, under the terms and conditions of Letter of Acceptance No. .... Dated ..... issued to .....[Insert name & address of the Bidder]..... by M/s Haryana Rail Infrastructure Development Corporation Ltd., Gurugam (HRIDC) (hereinafter called "the said Agreement") of Performance Guarantee for the due performance by the said Contractor (s) of the terms and conditions contented in the said Agreement, on production of a Bank guarantee for Rs. ....[Insert required Value] ..... We .....[Insert Name of the Bank]..... A Company Incorporated Under the Companies Act, 1956 And carrying On Banking Business Under the Banking Regulated Act, 1949 and Having its Registered Office at Branch, .....[Insert Address]..... hereinafter referred to as "the Bank" at the request of .....[Insert name of the Bidder]..... (Contractor(s) do hereby undertake to pay to the HRIDC/Government an amount not exceeding Rs. ....[Insert required Value] ..... against any loss or damage caused to or suffered or would be caused to or suffered by the HRIDC/Government by reason of any breach by the said Contractor (s) of any of the terms or conditions contained in the said Agreement.

2. We .....[Insert Name of the Bank]..... do hereby undertake to Pay the amount due and payable under this guarantee without any demur, merely on a demand from the HRIDC stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the HRIDC by reason of breach by the said Contractor(s) of any of the terms or conditions contained in the said Agreement or by reason of the Contractor (s) failure to perform the said Agreement. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs.....

3. We undertake to pay to the HRIDC any money so demanded notwithstanding any dispute or disputes raised by the Contractor (s)/ supplier (s) in any suit for proceeding pending before any court or Tribunal relating thereto our liability under this present contract being absolute and unequivocal. The

payment so made by us under this bond shall be a valid discharge of our liability for payment there under and the Contractor (s)/supplier (s) shall have no claim against us for making such payment.

4. We .....[Insert Name of the Bank]..... further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Agreement and that it shall continue to be enforceable till all the dues of the HRIDC. Under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till M/s Haryana Rail Infrastructure Development Corporation Ltd., Gurugam office certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said contractor (s) and accordingly discharges this guarantee. Unless a Demand or claim under this guarantee is made on us in writing on or before the ..... We shall be discharged from all liability under this guarantee thereafter.

5. We .....[Insert Name of the Bank] ..... further agree with the HRIDC that the HRIDC shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said Contractor (s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the HRIDC against the said Contract and to forebear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Contractor (s) or for any forbearance, act or omission on the part of the HRIDC or any indulgence by the HRIDC to the said Contractor (s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

6. This guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor (s)/ Supplier (s).

7. We .....[Insert Name of the Bank] ..... lastly undertake not to revoke this guarantee during its currency except with the previous consent of the HRIDC/Government in writing.

Place:

Date:

Dated: the .....day of ..... 2023

Signature of the Bank Officials:

Designation, Seal

For .....[Insert Name of the Bank].....

*Note: It is hereby intimated that only one branch in Chandigarh is authorised to receive the Structured Financial Messaging Solution (SFMS) report.*

*The other details i.e. Account Number 38848977231 remains the same.*

*The details of the branch are: IFSC- SBIN0011705, SME Branch, Sector 8 Chandigarh*

**Bank Guarantee Bond from any scheduled commercial bank of India**

*(On non-judicial stamp paper, which should be in the name of the Executing Bank).*

**Name of the Bank: -----**

President of India,  
Acting through .....,  
HRIDC ,

Beneficiary: ..... HRIDC

Date:.....

**Bank Guarantee Bond No.:**

**Date:-----**

In consideration of the President of India acting through---- (*Designation & address of Contract Signing Authority*), ..... HRIDC, ....., .... (hereinafter called "The HRIDC") having invited the bid for \_\_\_\_\_ through Notice inviting tender (NIT) No. \_\_\_\_\_, We have been informed that . . . . [*Insert name of the Bidder*]..... (**hereinafter called "the Bidder"**) intends to submit its bid (hereinafter called "the Bid") .

WHEREAS, the Bidder is required to furnish Bid Security for the sum of [*Insert required Value of Bid Security*], in the form of Bank Guarantee, according to conditions of Bid.

**AND**

WHEREAS, ..... [*Insert Name of the Bank*], with its Branch ..... [*Insert Address*] having its Headquarters office at..... [*Insert Address*], hereinafter called the **Bank**, acting through ..... [*Insert Name and Designation of the authorised persons of the Bank*], have, at the request of the Bidder, agreed to give guarantee for Bid Security as hereinafter contained, in favour of the HRIDC:

1. KNOW ALL MEN that by these present that I/We the undersigned [*Insert name(s) of authorized representatives of the Bank*], being fully authorized to sign and incur obligations for and on behalf of the Bank, hereby, unconditionally and irrevocably guarantee to pay to the HRIDC full amount in the sum of [*Insert required Value of Bid Security*] as above stated.
2. The Bank undertakes to immediately pay on presentation of demand by the HRIDC any amount up to and including aforementioned full amount without any demur, reservation or recourse. Any such demand made by the HRIDC on the Bank shall be final, conclusive and binding, absolute and unequivocal on the Bank notwithstanding any disputes raised/ pending before any Court, Tribunal, Arbitration or any Authority or any threatened litigation by the Bidder or Bank.
3. The Bank shall pay the amount as demanded immediately on presentation of the demand by HRIDC without any reference to the Bidder and without the HRIDC being required to show grounds or give reasons for its demand of the amount so demanded.
4. The guarantee hereinbefore shall not be affected by any change in the constitution of the Bank or in the constitution of the Bidder.
5. The Bank agrees that no change, addition, modifications to the terms of the Bid document or to any documents, which have been or may be made between the HRIDC and the Bidder, will in any way absolve the Bank from the liability under this guarantee; and the Bank, hereby, waives any requirement for notice of any such change, addition or modification made by HRIDC at any time.

6. This guarantee will remain valid and effective from.....*[insert date of issue]*till .....*[insert date, which should be minimum 90 days beyond the expiry of validity of Bid]*. Any demand in respect of this Guarantee should reach the Bank within the validity period of Bid Security.
7. The Bank Guarantee is unconditional and irrevocable.
8. The expressions Bank and HRIDC herein before used shall include their respective successors and assigns.
9. The Bank hereby undertakes not to revoke the guarantee during its currency, except with the previous consent in writing of the HRIDC. This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No.758.
10. The Bank hereby confirms that it is on the SFMS (Structured Financial Messaging System) and shall invariably send the advice of this Bank Guarantee to the following bank details –

IFSC CODE	SBIN00RAIL
IFSC TYPE	BRANCH
BANK NAME	STATE BANK OF INDIA
BRANCH NAME	RAIL
CITY NAME	NAVI MUMBAI
ADDRESS	SECTOR-11, CBD BELAPUR, NAVI MUMBAI
DISTRICT	NAVI MUMBAI
STATE	MAHARASHTRA
BG ENABLED	YES

11. The Guarantee shall be valid in addition to and without prejudice to any other security Guarantee(s) of Bidder in favour of the HRIDC. The Bank, under this Guarantee, shall be deemed as Principal Debtor of the HRIDC.

Date .....  
Place.....

.....  
Bank's Seal and authorized signature(s)  
*[Name in Block letters]* .....  
*[Designation with Code No.]*.....  
*[P/Attorney]* No.

Witness:

- 1 Signature, Name & Address & Seal
- 2 Signature, Name& address & Seal

Bank's Seal  
*[P/Attorney]*No.

**Note:** All italicized text is for guidance on how to prepare this bank guarantee and shall be deleted from the final document.

**Annexure –VIB**

**Each Bidder or each member of a JV must fill in this form separately:**

**NAME OF BIDDER/JV PARTNER:**

<b>Annual Contractual Turnover Data for the Previous 3/4 Years (Contractual Payment only)</b>			
<b>Year</b>	<b>Amount Currency</b>	<b>Exchange Rate</b>	<b>Indian National Rupees Equivalent</b>
<b>Average Annual Contractual Turnover for last 3 years</b>			

3. The average annual contractual turnover shall be calculated as an average of “total contractual payments” in the previous three financial years. However, in case balance sheet of the previous year is yet to be prepared/ audited, the audited balance sheet of the fourth previous year shall be considered for calculating average annual contractual turnover.
4. The information supplied shall be substantiated by data in the audited balance sheets and profit and loss accounts for the relevant years in respect of the bidder or all members constituting the bidder.
5. Contents of this form should be certified by a Chartered Accountant duly supported by Audited Balance Sheet duly certified by the Chartered Accountant.

***SEAL AND SIGNATURE OF THE BIDDER***

Certified that all figures and facts submitted in this form have been furnished after full consideration of all observations/notes in Auditor’s reports. \_\_\_\_\_

***(Signature of Chartered Accountant)***

**Name of CA:** \_\_\_\_\_

**Registration No:** \_\_\_\_\_

***(Seal)***

**PROFORMA FOR TIME EXTENSION**

No. \_\_\_\_\_

Dated: \_\_\_\_\_

Sub: (i) \_\_\_\_\_ (*name of work*).

(ii) Acceptance letter no. \_\_\_\_\_

(iii) Understanding/Agreement no. \_\_\_\_\_

Ref: \_\_\_\_\_ (*Quote specific application of Contractor for extension to the date received*) \_\_\_\_\_

Dear Sir,

1. The stipulated date for completion of the work mentioned above is \_\_\_\_\_. From the progress made so far and the present rate of progress, it is unlikely that the work will be completed by the above date (or ‘However, the work was not completed on this date’).
2. Expecting that you may be able to complete the work if some more time is given, the competent authority, although not bound to do so, hereby extends the time for completion from \_\_\_\_\_ to \_\_\_\_\_.
3. Please note that an amount equal to the liquidated damages for delay in the completion of the work after the expiry of \_\_\_\_\_ (*give here the stipulated date for completion with/without any liquidated damage fixed earlier*) will be recovered from you as mentioned in Clause 17B of the Standard General Conditions of Contract for the extended period, notwithstanding the grant of this extension. You may proceed with the work accordingly.
4. The above extension of the completion date will also be subject to the further condition that no increase in rates on any account will be payable to you.
5. Please intimate within a week of the receipt of this letter your acceptance of the extension of the conditions stated above.
6. Please note that in the event of your declining to accept the extension on the above said conditions or in the event of your failure after accepting or acting upto this extension to complete the work by \_\_\_\_\_ (*here mention the extended date*), further action will be taken in terms of Clause 62 of the Standard General Conditions of Contract.

Yours faithfully

For and on behalf of the President of India

ANNEXURE – VIIA

**PROFORMA OF 14 DAYS NOTICE FOR OFFLOADING OF PART OF CONTRACT WORK**

(Without Prejudice)

To

M/s \_\_\_\_\_

Dear Sir,

Contract Agreement No. \_\_\_\_\_

In connection with \_\_\_\_\_

In spite of repeated instructions to you by the subordinate offices as well as by this office through various letters of even no. \_\_\_\_\_, dated \_\_\_\_\_; you have failed to show adequate progress of work so as to complete the contract within the original / extended date of completion of contract and part(s) of contract work are yet to be started/ still lagging behind the agreed program of work, listed as under:

*(Details of part(s) of work which is delayed and can be executed independently, to be mentioned).*

2. Your attention is invited to this office letter no. \_\_\_\_\_, dated \_\_\_\_\_ in reference to your representation, dated \_\_\_\_\_.
3. As you have failed to abide by the instructions issued to commence the work /to show adequate progress of work, you are hereby given 14 days' notice in accordance with Clause 40A of the Standard General Conditions of Contract to deploy adequate resources i.e. (the details of resource requirement, to be mentioned) and commence / to make good the progress for part(s) of works detailed above, failing which action as provided in Clause 40A of the Standard General Conditions of Contract shall be commenced after expiry of 14 days' notice period viz. to offload few/ all part(s) of work mentioned above to any of the existing or new contractor without your participation and at your Risk & Cost, not exceeding the value of Performance Guarantee of this contract, which may please be noted.

Kindly acknowledge receipt.

Yours faithfully

For and on behalf of the President of India



**NOTICE FOR PART OF CONTRACT WORK OFFLOADE**

(Without Prejudice)

To

M/s \_\_\_\_\_  
\_\_\_\_\_

Dear Sir,

Contract Agreement No. \_\_\_\_\_

In connection with \_\_\_\_\_

1. Fourteen days' notice under Clause 40A of the Standard General Conditions of Contract was given to you under this office letter of even no., dated \_\_\_\_\_; but you have taken no/inadequate action to deploy adequate resources to commence the part(s) of work/show adequate progress of the part(s) of work, mentioned therein.

As you have failed to abide by the instructions issued to commence the part(s) of work/show adequate progress of the part(s) of work even at the lapse of 14 days' notice period under Clause 40A of the Standard General Conditions of Contract, few part(s) of the work under the contract have been offloaded and being executed by other mode(s) at the cost detailed below:

Or,

1. Please refer your request letter no..... dated ....., wherein it was requested under clause 40 A of the Standard General Conditions of Contract to offload part(s) of works at your risk & cost. The details of part(s) of the work under the contract which have been offloaded and being executed by other mode(s) at the cost detailed below:

(List of Part(s) of work offloaded, Details of mode of execution of such offloaded work alongwith approximate cost thereof to be mentioned)

2. The final measurement of work(s) already executed for above part(s) of work recorded as per clause 45 (A) or/and 45 (B) of the Standard General Conditions of Contract is enclosed herewith.

3. The Bill(s) of Quantities for Part(s) of work offloaded is enclosed herewith.

4. The additional cost in execution of offloaded work through mode(s) mentioned in para (1) above is determined as Rs. \_\_\_\_\_, over& above the cost of execution under this contract (including the

PVC amount payable as per contract, as on the date of issue of this notice). This additional cost shall be recovered from your next on account bill(s) or any other dues payable to you under contract.

5. The Contract value gets reduced to Rs.....:

6. You are requested to continue with the balance work in the contract subsequent to offloading of above part(s) of work.

Kindly acknowledge receipt.

Yours faithfully

For and on behalf of the President of India

**CERTIFICATE OF FITNESS**

1. (a) Serial Number \_\_\_\_\_  
(b) Date \_\_\_\_\_
2. Name of person examined \_\_\_\_\_
3. Father's Name: son/daughter of \_\_\_\_\_  
Residing at \_\_\_\_\_
4. Sex \_\_\_\_\_
5. Residence: \_\_\_\_\_

6. Physical fitness \_\_\_\_\_
7. Identification marks \_\_\_\_\_
8. Date of birth, if available, and/or certified age \_\_\_\_\_

I certify that I have personally examined (name) \_\_\_\_\_ who is desirous of being employed in a factory or on a work requiring manual labour and that his/her age as nearly as can be ascertained from my examination, is \_\_\_\_\_ years.

I certify that he/she is fit for employment in a factory or on a work requiring manual labour as an adult/child.

9. Reasons for :
  - (a) Refusal to grant certificate, or \_\_\_\_\_
  - (b) Revoking the certificate \_\_\_\_\_

Signature or left hand

Thumb impression of the person examined.

Signature of Certifying Surgeon

**Note:** In case of physical disability, the exact details and cause of the physical disability should be clearly stated.

**PROFORMA OF 7 DAYS NOTICE FOR WORKS AS A WHOLE/ IN PARTS  
(DETAILS OF PART OF WORK TO BE MENTIONED)**

(Without Prejudice)

To

M/s \_\_\_\_\_  
\_\_\_\_\_

Dear Sir,

Contract Agreement No. \_\_\_\_\_

In connection with \_\_\_\_\_

In spite of repeated instructions to you by the subordinate offices as well as by this office through various letters of even no. \_\_\_\_\_, dated \_\_\_\_\_; you have failed to start work/show adequate progress and/or submit detailed programme for completing the work/ part of work (details of part of work to be mentioned).

2. Your attention is invited to this office. \_\_\_\_\_, dated \_\_\_\_\_ in reference to your representation, dated \_\_\_\_\_.

3. As you have failed to abide by the instructions issued to commence the work /to show adequate progress of work you are hereby given 7 days' notice in accordance with Clause 62 of the Standard General Conditions of Contract to commence works / to make good the progress, failing which further action as provided in Clause 62 of the Standard General Conditions of Contract viz. to terminate your Contract and complete the balance work without your participation will be taken.

Kindly acknowledge receipt.

Yours faithfully

For and on behalf of the President of India

**PROFORMA OF 48 HRS. NOTICE FOR WHOLE WORK**

(Without Prejudice)

To

M/s \_\_\_\_\_

Dear Sir,

Contract Agreement No. \_\_\_\_\_

In connection with \_\_\_\_\_

Seven days' notice under Clause 62 of the Standard General Conditions of Contract was given to you under this office letter of even no., dated \_\_\_\_\_; but you have taken no action to commence the work/show adequate progress of the work.

2. You are hereby given 48 hours' notice in terms of Clause 62 of the Standard General Conditions of Contract to commence works / to make good the progress of works, failing which and on expiry of this period your above contract will be rescinded and the work under this contract will be carried out independently without your participation and your Security Deposit shall be forfeited and Performance Guarantee shall also be encashed and any other consequences which may please be noted.

Kindly acknowledge receipt.

Yours faithfully

For and on behalf of the President of India

**PROFORMA OF TERMINATION NOTICE**

(Without Prejudice)

No. \_\_\_\_\_

Dated \_\_\_\_\_

To

M/s \_\_\_\_\_

Dear Sir,

Contract Agreement No. \_\_\_\_\_

In connection with \_\_\_\_\_

Forty eight hours (48 hrs.) notice was given to you under this office letter of even no., dated \_\_\_\_\_; but you have taken no action to commence the work/show adequate progress of the work.

Since the period of 48 hours' notice has already expired, the above contract stands rescinded in terms of Clause 62 of the Standard General Conditions of Contract and the balance work under this contract will be carried out independently without your participation. Your participation as well as participation of every member/partner in any manner as an individual or a partnership firm/JV is hereby debarred from participation in the tender for executing the balance work and your Security Deposit shall be forfeited and Performance Guarantee shall also be encashed.

Kindly acknowledge receipt.

Yours faithfully

For and on behalf of the President of India

**ANNEXURE – XII**

**PROFORMA OF 48 HRS. NOTICE FOR PART OF THE WORK.....  
(DETAILS OF PART OF WORK TO BE MENTIONED)**

(Without Prejudice)

To

M/s \_\_\_\_\_  
\_\_\_\_\_

Dear Sir,

Contract Agreement No. \_\_\_\_\_

In connection with \_\_\_\_\_

1. Seven days' notice under Clause 62 of the Standard General Conditions of Contract was given to you under this office letter of even no., dated \_\_\_\_\_; but you have taken no action to commence the work/show adequate progress of the part of work.....(details of part to be mentioned).
2. You are hereby given 48 hours' notice in terms of Clause 62 of the Standard General Conditions of Contract to commence works / to make good the progress of works, failing which and on expiry of this period your above part of work.....(Details of part to be mentioned) in contract will be rescinded and the work will be carried out independently without your participation.
3. Your full Performance Guarantee for the contract shall be forfeited and you shall not be issued any completion certificate for the contract. However, no additional Performance Guarantee shall be required for balance of work being executed through the part terminated contract.
4. The contract value of part terminated contract shall stands reduced to .....

Kindly acknowledge receipt.

Yours faithfully

For and on behalf of the President of India

**PROFORMA OF TERMINATION NOTICE FOR PART OF THE WORK.....  
(DETAILS OF PART OF WORK TO BE MENTIONED)**

(Without Prejudice)

No. \_\_\_\_\_

Dated \_\_\_\_\_

To

M/s \_\_\_\_\_  
\_\_\_\_\_

Dear Sir,

Contract Agreement No. \_\_\_\_\_

In connection with \_\_\_\_\_

1. Forty eight hours (48 hrs.) notice was given to you under this office letter of even no., dated \_\_\_\_\_; but you have taken no action to commence the work/show adequate progress of the part of work.....(details of part to be mentioned).
2. Your above part of work in contract .....(details of part to be mentioned) stands rescinded in terms of Clause 62 of the Standard General Conditions of Contract and the same will be carried out independently without your participation. Your participation as well as participation of every member/partner in any manner as an individual or a partnership firm/JV is hereby debarred from participation in the tender for executing the balance work
3. Your full Performance Guarantee for the contract shall be forfeited and you shall not be issued any completion certificate for the contract. However, no additional Performance Guarantee shall be required for balance of work being executed through the part terminated contract.
4. The contract value of part terminated contract stands reduced to .....

Kindly acknowledge receipt.

Yours faithfully

For and on behalf of the President of India



**FINAL SUPPLEMENTARY AGREEMENT**

1. Articles of agreement made this day \_\_\_\_\_ in the year \_\_\_\_\_ between the President of India, acting through the \_\_\_\_\_ HRIDC Administration having his office at \_\_\_\_\_ herein after called the HRIDC of the one part and \_\_\_\_\_ of the second part.
2. Whereas the party hereto of the second part executed an agreement with the party hereto of the first part being agreement Number \_\_\_\_\_ dated \_\_\_\_\_ for the performance \_\_\_\_\_ herein after called the 'Principal Agreement'.
3. And whereas it was agreed by and between the parties hereto that the works would be completed by the party hereto of the second part on \_\_\_\_\_ date last extended and whereas the party hereto of the second part has executed the work to the entire satisfaction of the party hereto of the first part.
4. And whereas the party hereto of the first part already made payment to the party hereto of the second part diverse sums from time to time aggregating to ₹ \_\_\_\_\_ including the Final Bill bearing voucher No. \_\_\_\_\_ dated \_\_\_\_\_ of value \_\_\_\_\_ duly adjusted as per price variation clause, if applicable (the receipt of which is hereby acknowledged by the party hereto of the second part in full and final settlement of all his /its claims under the principal agreement.

And whereas the party hereto of the second part have received sum of ₹ \_\_\_\_\_ through the Final Bill bearing voucher No. \_\_\_\_\_ dated \_\_\_\_\_ duly adjusted as per price variation clause (PVC), if applicable (the receipt of which is hereby acknowledged by the party thereto of the second part) from the party hereto of the first part in full and final settlement of all his/its disputed claims under principal agreement.

Now, it is hereby agreed by and between the parties in the consideration of sums already paid by the party hereto of the first part to the party hereto of the second part against all outstanding dues and claims for all works done under the aforesaid principal agreement excluding the Security Deposit, the party hereto of the second part have no further dues of claims against the party hereto of the first part under the said Principal Agreement. It is further agreed by and between the parties that the party hereto of the second part has accepted the said sums mentioned above in full and final satisfaction of all its dues and claims under the said Principal Agreement.

(Applicable in case Final Supplementary Agreement is signed after release of Final Payment)

**Or**

*And whereas the party hereto of the first part already made payment to the party hereto of the second part diverse sums from time to time aggregating to ₹ \_\_\_\_\_ through various On Account Bills (the receipt of which is hereby acknowledged by the party hereto of the second part).*

*And whereas the party hereto of the second part have received sum of ₹ \_\_\_\_\_ through various On Account Bills (the receipt of which is hereby acknowledged by the party thereto of the second part) from the party hereto of the first part and party hereto of the second part have accepted final measurements recorded on Page No..... to Page No.... of Measurement Book No.....and corresponding Final Bill duly adjusted as per price variation clause (PVC), if applicable, for full and final settlement of all his/its disputed claims under principal agreement.*

*Now, it is hereby agreed by and between the parties in the consideration of sums already paid*

*through various On Account Bills and sums to be paid through Final Bill duly adjusted as per price variation clause (PVC), if applicable, based on accepted final measurements including the Security Deposit by the party hereto of the first part to the party hereto of the second part against all outstanding dues and claims for all works done under the aforesaid principal agreement, the party hereto of the second part have no further dues of claims against the party hereto of the first part under the said Principal Agreement.*

*(Applicable in case Final Supplementary Agreement is signed before release of Final Payment)*

5. It is further agreed and understood by and between the parties that the arbitration clause contained in the said principal agreement shall cease to have any effect and/or shall be deemed to be non-existent for all purposes.

Signature of the Contractor/s

for and on behalf of the President of India

Witnesses

\_\_\_\_\_  
ADDRESS: \_\_\_\_\_

**ANNEXURE-XV**  
Reference Para 64.3 & 64.6

**Agreement towards Waiver under Section 12(5) and Section 31A (5) of Arbitration and Conciliation (Amendment) Act**

I/we..... (Name of agency/Contractor) with reference to agreement no..... raise disputes as to the construction and operation of this contract, or the respective rights and liabilities, withholding of certificate and demand arbitration in respect of following claims :

Brief of claim:

- (i) Claim 1- Detailed at Annexure-
- (ii) Claim 2 –
- (iii) Claim 3 –

I/we..... (post of Engineer) with reference to agreement no..... hereby raise disputes as to the construction and operation of this contract, or the respective rights and liabilities, withholding of certificate and demand arbitration in respect of following claims:

I/we.....do/do not agree to waive off applicability of section 12(5) of Arbitration and Conciliation (Amendment) Act.

Signature of Claimant\_\_\_\_\_ Signature of Respondent \_\_\_\_\_

**Agreement under Section 31(5)**

I/we..... (Name of claimant) with reference to agreement no..... hereby waive off the applicability of sub section 31-A (2) to 31-A (4) of the Arbitration and Conciliation (Amendment) Act. We further agree that the cost of arbitration will be shared by the parties as per Clause 64(6) of the Standard General Conditions of Contract.

Signature of Claimant\_\_\_\_\_ Signature of Respondent\_\_\_\_\_

\*Strike out whichever not applicable.

ANNEXURE-XVI

**Certification by Arbitrators appointed under Clause 63 & 64 of Indian Railways General Conditions of Contract**

1. Name:
2. Contact Details:
3. Prior experience (Including Experience with Arbitrations):
4. **I do not have more than ten on-going Arbitration cases with me.**
5. I hereby certify that I have retired from Railways w.e.f. \_\_\_\_\_ and empanelled as Railway Arbitrator as per 'The Arbitration and Conciliation Act- 1996'.
6. I have no any past or present relationship in relation to the subject matter in dispute, whether financial, business, professional or other kind.  
Or  
I have past or present relationship in relation to the subject matter in dispute, whether financial, business, professional or other kind. The list of such interests is as under:
7. I have no any past or present relationship with or interest in any of the parties whether financial, business, professional or other kind, which is likely to give rise to justifiable doubts as to my independence or impartiality in terms of The Arbitration and Conciliation Act-1996.  
Or  
I have past or present relationship with or interest in any of the parties whether financial, business, professional or other kind, which is likely to give rise to justifiable doubts as to my independence or impartiality in terms of The Arbitration and Conciliation Act-1996. The details of such relationship or interests are as under:
8. There are no concurrent Circumstances which are likely to affect my ability to devote sufficient time to the arbitration and in particular to finish the entire arbitration within twelve months.  
Or  
There are Circumstances which are likely to affect my ability to devote sufficient time to the arbitration and in particular to finish the entire arbitration within twelve months. The list of such circumstances is as under:

**ANNEXURE-XVII**

**AFFIDAVIT BY SOLE PROPRIETORSHIP FIRM**

**(To be executed non judicial stamp paper of appropriate value as per law of state Concerned-Non-Judicial stamp paper should be purchased in the name of proprietor of the firm)**

I.....S/o Shri .....aged about .....years  
R/o.....do hereby solemnly  
affirm and declare as under:

1. That I am running a business in the name and style of M/S.....which is a sole proprietorship firm, and which has got GST registration No.....
2. That I am the sole proprietor of the said firm M/S .....
3. That the Head office of the above named firm is situated at .....

**DEPONENT**

**Verification:**

Verified at..... on this .....day of.....that the contents of my above affidavit are true and correct to the best of my knowledge and belief and nothing material has been concealed therefrom.

**DEPONENT**

(seal and signature of Notary Public)

- Notes:**
1. The document should be notarized at its place of execution (Place of signing the document)
  2. Each page of the document should be signed by executants

**POWER-OF-ATTORNEY FOR SIGNING OF BID ON BEHALF OF  
PARTNERSHIP FIRM**

**(To be executed non judicial stamp paper of appropriate value as per law of state Concerned-Non-Judicial stamp paper should be purchased in the name of partners of the firm)**

KNOW ALL MEN BY THESE PRESENTS: WHEREAS WE

- (1)..... S/o Shri.....R/o.....
- (2)..... S/o Shri.....R/o.....
- (3)..... S/o Shri.....R/o.....
- (4)..... S/o Shri..... R/o.....

all are the partners of a partnership firm namely M/S..... (Name of firm) hereinafter referred to as 'firm', which is registered at Registration No.....by Registrar of Firms..... The firm is having its head office at..... (hereinafter to be referred as the 'Firm').

AND WHEREAS we all the above named partners have on.....(date) given our consent on behalf of firm to participate in the tender No.\_\_\_\_\_ issued by HRIDC for the work namely “\_\_\_\_\_”

We the above named partners of above named firm do hereby irrevocably constitute, nominate, appoint and authorize Mr./ Ms. \_\_\_\_\_S/o Shri\_\_\_\_\_(address)\_\_\_\_\_&Mr./ Ms. \_\_\_\_\_S/o Shri\_\_\_\_\_(address)\_\_\_\_\_ as our true and lawful attorney (hereinafter referred to as “Attorney”) of the firm to jointly or severally exercise all or any of the following powers for and on behalf of M/S ..... (name of firm) in connection with aforesaid bid:

- 1. To sign and submit Tender and participate in the aforesaid bid of HRIDC on behalf of the firm.
- 2. To sign and submit all the necessary papers, letters, forms, quotes, bids etc. on behalf of firm.
- 3. To negotiate, discuss, agree to make any amendments, alterations or modifications thereto and to make representations, submit papers, affidavits and to do any other act and complete requisite formalities on behalf of the firm in connection with completion of aforesaid tender work and to enter into liability against the firm.
- 4. To sign, execute the contract with HRIDC for and on behalf of the firm.
- 5. And generally to do all such acts, deeds or things as may be necessary or proper for the purposes mentioned above.

We on behalf of firm undertake that it shall not cancel or amend this power of Attorney without obtaining previous written consent of HRIDC.

We on behalf of firm hereby agree that all acts, deeds or things lawfully done by the said Attorneys or either of them under the authority of this power shall be construed as acts, deeds and things done by the firm and we hereby undertake to confirm and ratify all and whatsoever the said Attorneys or either of them shall lawfully do or cause to be done by virtue of the powers hereby given.

Specimen signatures of the Attorney are appended below.

IN WITNESS WHEREOF this deed has been signed and sealed by us the under named, on this..... day of..... 20.... , in presence of:

WITNESSES:

- |              |                     |
|--------------|---------------------|
| 1. Signature | Executants Partners |
| Name:        | (Name)(Signature)   |
| Address:     | 1.....              |
|              | 2. ....             |
|              | 3. ....             |
|              | 4. ....             |
| 2. Signature |                     |
| Name:        |                     |
| Address:     |                     |

Specimen Signatures of Attorney Holder(s) in token of acceptance:

(1) Name..... Signature.....

(2) Name..... Signature.....

Executed and Signed before me on this.....day of ..... At .....(place).

(Seal and signature of Notary Public)

Notes:

1. In this format space has been provided for entering details of four partners & two attorney holders however if the numbers vary details may accordingly be entered.
2. The document should be notarized at its place of execution (Place of signing the document).
3. Each page of the document should be signed by executants.
4. The power of attorney should be **duly registered**.

**MEMORANDUM OF UNDERSTANDING FOR JV**

(The memorandum of understanding shall be submitted in following format on the non-judicial stamp of Rs.100/- duly notarized)

NOW THIS Memorandum of Understanding is executed at ..... (Name of Place) on this date ..... (DD/MM/YY) between M/s.....(Name of first constituent and address) as the first party represented by Shri .....and M/s..... (Name of 2nd constituent and address) represented by Shri ..... as the second party and so on 3rd, 4th & 5th subsequent parties. (the expression and words of first and second and other shall mean and include their heirs successors, assigns, nominees, execution, administrators and legal representatives respectively).

WHEREAS all the parties are engaged mainly in the business of execution of Civil Engineering and general contracts for various Government Departments and organizations.

AND WHEREAS the parties herein above mentioned are desirous of entering into a joint venture for carrying out civil engineering and/or contract works in connection with Tender No. .... (Name of work)..... as mutually decided between members of Joint Venture Agreement.

1. That we M/s..... (JV firm) on behalf of all members of this joint venture agreement agreed that M/s ..... will be “Lead Partner” of this Joint Venture.
2. That under this MOU, the work will be done jointly by M/s ..... the first party and M/s ..... the second and so on .....in the name and style of .....(Name ) ( joint venture firm).
3. That we JV firm M/s ..... on behalf of all the members of JV firm shall be legally liable, severally and jointly responsible/ liable for the satisfactory/ successful execution/ completion of the works including maintenance period in all respects and in accordance with terms and conditions of the contract.
4. That we M/s JV firm..... on behalf of all the members of the JV firm to which the contract is awarded, shall be jointly and severally liable to the Employer (HRIDC) for execution of the project in accordance with General and Special Conditions of the Contract. The JV members shall also be liable jointly and severally for the loss, damages caused to HRIDC during the course of execution of the contract or due to non-execution of the contract or part thereof.
5. M/s .....(Name of Lead Firm ) of JV firm shall be the lead member of the JV firm who shall have a majority .....% share of interest in the JV firm. The other (One/Two) members shall have following share: - M/s ..... (Name of Second Firm) have ..... % and M/s ..... (Name of Third Firm if any) have .....% share of interest in the JV Firm.
6. That this JV shall be valid during the entire currency of the contract including the period of extension, if any, and the maintenance period after the work is completed.
7. That we all the Joint Venture members authorize M/s .....one of the members on behalf of the JV firm to deal with the tender, sign the agreement or enter into contract



in respect of the said tender, to receive payment, to witness joint measurement of work done, to sign measurement books and similar such action in respect of the said tender/contract. All notices/ correspondence with respect to the contract would be sent to this authorized member ..... (address) of the JV firm.

8. That no member of the JV shall have the right to assign or transfer the interest right or liability in the contract without the written consent of the other members and that of the Employer (HRIDC) in respect of the said tender/contract.

9. That we all the members of the JV certify that we have not been black- listed or debarred by Railways or any other Ministry/Department /PSU (Public Sector Undertaking) of the Govt. of India/ State Govt. from participation in tenders/contract in the past either in our individual capacity or as a member of the JV firm or partnership firm in which they were members/partners.

10. That this Joint Venture MOU shall in all respect be governed by and interpreted in accordance with Indian Laws.

Now the parties have joined hands to form this MOU on this date .....(DD/MM/YY) with reference to and in confirmation of their discussions and understanding brought on record on date ..... (DD/MM /YY).

In witness thereof all/both the above-named parties have set their respective hands on this MOU on the day, month and year first above mentioned, in the presence of the following witnesses:

1 First party (authorized signatory)

2 Second party (authorized signatory)

3.Third party (if any) (authorized signatory)

**With Seal of parties**

Witnesses with name & address:

1..... 2.....

Date.....

Place.....

*Note: Should MOU be in more than one separate page; each page shall be signed by the authorized signatory.*

**ANNEXURE-XX**

**POWER-OF-ATTORNEY ON BEHALF OF THE JOINT VENTURE**

**(To be executed non judicial stamp paper of appropriate value as per law of state Concerned-Non-Judicial stamp paper should be purchased in the name of the members of Joint Venture)**

KNOW ALL MEN BY THESE PRESENTS THAT WE THE PARTIES whose details are given here under:

1. .... (name of constituent)  
..... (address) as the first party.
2. .... (name of constituent)  
..... (address) as the second party.

Have entered into a Joint Venture agreement for the purpose of securing the work advertised by HRIDC vide NIT No..... details of works are as under:

“ .....

The aforesaid Joint Venture shall be known by the name “.....” (Hereinafter called the Joint Venture Which Expression shall unless repugnant to the context or meaning thereof, include its successors, administrators and assigns.

We the above said parties, through this power of Attorney do hereby irrevocably constitute, nominate, appoint and authorize Mr./ Ms. \_\_\_\_\_S/o Shri \_\_\_\_\_(address) who is presently holding the position of ..... in .....the firm/ company as our true and lawful attorney (hereinafter referred to as “Attorney”) of the Joint Venture to jointly or severally exercise all or any of the following powers for and on behalf of “ ..... (name of JV) in connection with aforesaid bid:

1. To sign and submit Tender and participate in the aforesaid bid of HRIDC on behalf of the Joint Venture.
2. To sign and submit all the necessary papers, letters, forms, quotes, bids etc. on behalf of Joint Venture
3. To negotiate, discuss, agree to make any amendments, alterations or modifications thereto and to make representations, submit papers, affidavits and to do any other act and complete requisite formalities on behalf of the Joint Venture in connection with completion of aforesaid tender work and to enter into liability against the Joint Venture.
4. To sign, execute the contract with HRIDC for and on behalf of the Joint Venture.
5. And generally to do all such acts, deeds or things as may be necessary or proper for the purposes mentioned above on behalf of Joint Venture.

The Joint Venture agrees and undertakes that in the event of any change in the constitution of the Joint Venture the rights and obligations of the Joint Venture shall continue to be in full force without any effect thereof.

We all the members of Joint Venture undertake that we shall not cancel or amend this Power of Attorney unilaterally and without prior written consent of HRIDC.

AND the Joint Venture hereby agrees that all acts, deeds or things lawfully done by the said Attorneys or either of them under the authority of this power shall be construed as acts, deeds and things done by the Joint Venture and the Company hereby undertakes to confirm and ratify all and whatsoever the said Attorneys or either of them shall lawfully do or cause to be done by virtue of the powers hereby given. IN WITNESS WHEREOF the members constituting the Joint Venture as aforesaid have executed these present, on this..... day of..... 20.... , under the common seal(s)/seals of their companies and/or firms(s), in presence of:

**WITNESSES:**

- |              |   |
|--------------|---|
| 1. Signature | Signature of authorized signatories & their |
| Name:        | Seals:                                      |
| Address:     | 1. First Party (Signature):                 |
|              | Name:                                       |
|              | Seal:                                       |
| <br>         |   |
| 2. Signature | 2. Second Party (Signature):                |
| Name:        | Name:                                       |
| Address:     | Seal:                                       |

Specimen Signatures of Attorney Holder in token of acceptance:

Name.....Signature.....

Executed and Signed before me on this.....day of ..... At .....

(place).  
(seal and signature of Notary Public)

- Notes:**
1. In this format space has been provided for entering details of two constituents of the JV however if the number vary the details may accordingly be entered.
  2. The document should be notarized at its place of execution (Place of signing the document).
  3. Each page of the document should be signed by executants.

**ANNEXURE-XXI**

**CONSENT OF PARTNERS OF PARTNERSHIP FIRM FOR SIGNING JOINT VENTURE**

**(To be executed on non-judicial stamp paper as per tender conditions, Non-Judicial stamp paper should be purchased in the name of partners of the firm)**

KNOW ALL MEN BY THESE PRESENTS: WHEREAS WE :

- (1)..... S/o Shri..... R/o.....
- (2)..... S/o Shri..... R/o.....
- (3)..... S/o Shri..... R/o.....
- (4)..... S/o Shri..... R/o.....

all are the partners of a partnership firm namely M/S .....(Name of firm) hereinafter referred to as 'firm', which is registered at Registration No.....by Registrar of Firms..... The firm is having its head office at.....

AND WHEREAS it has come to our knowledge that NIT No.\_\_\_\_\_ has been issued by HRIDC for the work namely “\_\_\_\_\_”

We all the above named partners on behalf of the above named firm hereby give our consent to participate in the above tender in Joint Venture.

Further we all the above named partners on behalf of the above named firm hereby give our consent to enter in to Joint Venture agreement, with M/S\_\_\_\_\_ & M/S\_\_\_\_\_ (name of other constituent(s) of joint venture) and to participate in tender as Joint Venture aforesaid.

Date:

Place:

Executants Partners

(Name )( Signature)

- 1.....
- 2.....
- 3.....
- 4.....

**(seal and signature of Notary Public)**

- Notes: 1. In this format space has been provided for entering details of four partners and two JV constituents however if the number vary details may accordingly be entered.  
2. The document should be notarized at its place of execution (Place of signing the document).  
3. Each page of the document should be signed by executants.

ANNEXURE-XXII

**POWER-OF-ATTORNEY FOR SIGNING JOINT VENTURE AGREEMENT ON BEHALF OF PARTNERSHIP FIRM**

**(To be executed non judicial stamp paper of appropriate value as per law of state concerned-Non-Judicial stamp paper should be purchased in the name of partners of the firm)**

KNOW ALL MEN BY THESE PRESENTS: WHEREAS WE

- (1)..... S/o Shri..... R/o.....
- (2)..... S/o Shri..... R/o.....
- (3)..... S/o Shri..... R/o.....
- (4)..... S/o Shri..... R/o.....

All are the partners of a partnership firm namely M/s. ....Name of firm) hereinafter referred to as 'firm', which is registered at Registration No.....by Registrar of Firms..... The firm is having its head office at..... (hereinafter to be referred as the 'Firm').

AND WHEREAS we all the above named partners have on.....(date) given our consent on behalf of firm to participate in the tender No. .... issued by HRIDC for the work namely "in Joint Venture with M/S.....& M/S.....

We the above named partners of above named firm do hereby irrevocably constitute, nominate, appoint and authorize Mr./ Ms. .... S/o Shri.....(address).....&Mr./ Ms. .... S/o Shri.....(address)..... as our true and lawful attorney (hereinafter referred to as "Attorney") of the firm to jointly or severally exercise all or any of the following powers for and on behalf of M/S ..... (name of firm) in connection with aforesaid bid:

- 1. To enter into and execute and sign JOINT VENTURE agreement, on behalf of our firm with M/S.....& M/S.....
- 2. To sign and submit all the necessary papers, letters, forms, quotes, bids etc. in connection with aforesaid bid.
- 3. To negotiate, discuss, agree to make any amendments, alterations or modifications thereto and to make representations, submit papers, affidavits and to do any other act and complete requisite formalities on behalf of the firm in connection with completion of aforesaid tender work and to enter into liability against the firm.
- 4. To sign, execute the contract with HRIDC for and on behalf of the firm.
- 5. And generally to do all such acts, deeds or things as may be necessary or proper for the purposes mentioned above and to enter into liability against the firm.

We on behalf of firm undertake that it shall not cancel or amend this power of Attorney without obtaining previous written consent of HRIDC.

We on behalf of firm hereby agree that all acts, deeds or things lawfully done by the said Attorneys or either of them under the authority of this power shall be construed as acts, deeds and things done by the firm and we hereby undertakes to confirm and ratify all and whatsoever the said Attorneys or either of them shall lawfully do or cause to be done by virtue of the powers hereby given.

Specimen signatures of the Attorney are appended below.

IN WITNESS WHEREOF this deed has been signed and sealed by us the under named, on this..... day of..... 20...., in presence of:

WITNESSES:

- |              |   |
|--------------|---|
| 1. Signature | Executants Partners                     |
| Name:        | (Name)                      (Signature) |
| Address:     | 1 .....                                 |
|              | 2 .....                                 |
|              | 3.....                                  |
|              | 4.....                                  |
| 2. Signature |   |
| Name:        |   |
| Address:     |   |

Specimen Signatures of Attorney Holder(s) in token of acceptance:

- (1) Name.....Signature.....  
(2) Name.....Signature.....

Executed and Signed before me on this.....day of ..... At .....(place).

**(Seal and signature of Notary Public)**

- Notes: 1. In this format space has been provided for entering details of four partners, two constituents of JV and two attorney holders, however if the number vary the details may accordingly be entered.  
2. The document should be notarized at its place of execution.  
3. Each page of the document should be signed by executants

**ANNEXURE-XXIV**

**AFFIDAVIT BY SOLE PROPRIETORSHIP FIRM WHEN PARTICIPATING IN JOINT VENTURE**

**(To be executed non judicial stamp paper of appropriate value as per law of state concerned- Non-Judicial stamp paper should be purchased in the name of proprietor of the firm)**

I.....S/o Shri.....aged about .....years  
R/o.....do hereby solemnly affirm and declare as under:

1. That I am running a business in the name and style of M/s..... which is a sole proprietorship firm and which has got GST registration No.....

2. That I am the sole proprietor of the said firm M/S.....

3. That the Head office of the above named firm is situated at.....

4. That I through my above named firm shall participate in the tender No.\_\_\_\_\_ issued by HRIDC for the work namely “\_\_\_\_\_” in Joint Venture and for the purpose shall enter into and execute joint venture agreement with M/S\_\_\_\_\_ & M/S\_\_\_\_\_ (name of other constituent(s) of joint venture).

**DEPONENT**

**Verification:**

Verified at.....on this .....day of.....that the contents of my above affidavit are true and correct to the best of my knowledge and belief and nothing material has been concealed therefrom.

**DEPONENT**

**(Seal and signature of Notary Public)**

- Notes: 1. In this format space has been provided for entering details of two constituents of the JV however if the number vary details may accordingly be entered.  
2. The document should be notarized at its place of execution (Place of signing the document).  
3. Each page of the document should be signed by executants.

**ANNEXURE-XXV**

**BOARD'S RESOLUTION OF COMPANY FOR ENTERING INTO JOINT VENTURE  
(To be printed on Company's letter head)**

EXTRACT OF THE RESOLUTION PASSED AT THE MEETING OF THE BOARD OF DIRECTORS OF (Company Name) \_\_\_\_\_ (CIN \_\_\_\_\_) (hereinafter referred to as company) HELD ON (Date) \_\_\_\_\_ AT (Address) \_\_\_\_\_

Whereas the Board has been described about NIT No. \_\_\_\_\_ issued by HRIDC for the work namely " \_\_\_\_\_ ".

Board discussed the matter and after discussion following resolution was passed:

RESOLVED THAT the company (company name) shall participate in the above tender in Joint Venture and for the purpose the company shall enter into and execute joint venture agreement, with M/S \_\_\_\_\_ & M/S \_\_\_\_\_ (name of other constituent(s) of joint venture).

Resolved further that the Board authorizes, Mr. /Ms. \_\_\_\_\_ & Mr./Ms. \_\_\_\_\_ (name and designation) of the company, to jointly or severally, sign joint venture agreement, and to sign such other documents and to do any other act and complete requisite formalities on behalf of the company in connection with completion of aforesaid tender work and to enter into liability against the company.

Resolved further that Board authorizes Mr./Ms. \_\_\_\_\_ (name and designation) of the company to execute Power of Attorney in terms of this resolution in favor of Mr./Ms. \_\_\_\_\_ & Mr./Ms. \_\_\_\_\_ the person(s) above named.

The acts done and documents executed by such above named authorized person(s) shall be binding on the company.

For the Organization,

(Seal of company & Signature of authorized person)

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

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

Place:

Dated:

Executed and Signed before me on this.....day of .....At .....(place).

**(Seal and signature of Notary Public)**



- Notes:**
1. In this format space has been provided for entering details of two constituents of the JV and two authorized persons however if the number vary details may accordingly be entered.
  2. The document should be notarized at its place of execution (Place of signing the document).
  3. Each page of the document should be signed by authorized signatory(s).

**ANNEXURE-XXVI**

**POWER-OF-ATTORNEY BY A COMPANY (incorporated under companies Act) for entering into JOINT VENTURE AGREEMENT**

**(To be executed non judicial stamp paper of appropriate value as per law of state concerned  
Non-Judicial stamp paper should be purchased in the name of the company)**

KNOW ALL MEN BY THESE PRESENTS: WHEREAS M/S .....  
..... (name of company & CIN number) is a Company registered under the Companies Act, 2013, and having its registered office at..... (Hereinafter called the 'Company').

AND WHEREAS by its resolution No..... passed in the meeting held on..... of the Board of directors of the company the company (company name) has decided to participate in the tender No.\_\_\_\_\_ issued by HRIDC for the work namely “ \_\_\_\_\_ ” in Joint Venture and for the purpose the company shall enter into and execute joint venture agreement with M/S\_\_\_\_\_ & M/S\_\_\_\_\_ (name of other constituent(s) of joint venture) AND THAT M/S\_\_\_\_\_ (name of the lead member of joint venture) shall act as the lead member of above mentioned joint venture.

I.....(name and designation) the authorised representative of M/S ..... (name of company) duly authorized in this behalf by aforesaid resolution do hereby irrevocably constitute, nominate, appoint and authorize Mr./ Ms. \_\_\_\_\_ (designation)\_\_\_\_\_ (address)\_\_\_\_\_ &Mr./ Ms.Mr./ Ms. \_\_\_\_\_ (designation)\_\_\_\_\_ (address)\_\_\_\_\_ who is/are presently holding the above mentioned position in the company as our true and lawful attorney (hereinafter referred to as “Attorney”) of the company to jointly or severally exercise all or any of the following powers for and on behalf of M/S ..... (Name of company & CIN number) in connection with aforesaid bid:

1. To enter into and execute and sign JOINT VENTURE agreement, draft of which has been approved by the company, on behalf of the company with above named constituents for participating in the aforesaid bid of the HRIDC on behalf of the company.
2. To sign and submit all the necessary papers, letters, forms, quotes, bids etc.
3. To do any other act and complete requisite formalities on behalf of the company in connection with completion of aforesaid tender work and to enter into liability against the company.
4. And generally, to do all such acts, deeds or things as may be necessary or proper for the purposes mentioned above.

The company agrees and undertakes that in the event of any change in the constitution of the company the rights and obligations of the company shall continue to be in full force without any effect thereof. The company undertakes that it shall not cancel or amend this power of Attorney without obtaining previous written consent of HRIDC.

AND the Company hereby agrees that all acts, deeds or things lawfully done by the said Attorneys or either of them under the authority of this power shall be construed as acts, deeds and things done by the Company and the Company hereby undertakes to confirm and ratify all and whatsoever the said Attorneys or either of them shall lawfully do or cause to be done by virtue of the powers hereby given. IN WITNESS WHEREOF this deed has been signed and sealed by Shri..... (name and designation), on this..... day of..... 20... , in presence of:

**WITNESSES:**

- |              |   |
|--------------|---|
| 1. Signature | Executants Signature & Seal of Company: |
| Name:        | Name:                                   |
| Address:     | Designation:                            |
| 2. Signature |   |
| Name:        |   |
| Address:     |   |

**Specimen Signatures of Attorney Holder in token of acceptance:**

- (1) Name .....Signature.....
- (2) Name .....Signature.....

Executed and Signed before me on this.....day of ..... At .....  
(place).

**(Seal and signature of Notary Public)**

- Notes: 1. In this format space has been provided for entering details of two constituents of the JV and two authorized persons/attorney holders however if the number vary the details may accordingly be entered.
2. The document should be notarized at its place of execution (Place of signing the document).
3. Each page of the document should be signed by executants

**ANNEXURE-XXVII**

**Partner's Resolution of LLP Firm for entering into Joint Venture (To be printed on LLP Firm's letter head)**

EXTRACT OF THE RESOLUTION PASSED AT THE MEETING OF THE PARTNERS OF \_\_\_\_\_ (LLP Name) having LLPIN \_\_\_\_\_ of 20.....)(hereinafter referred to as LLP) HELD ON (Date) \_\_\_\_\_ AT (Address) \_\_\_\_\_

Whereas the Partners have been described about NIT No. \_\_\_\_\_ issued by HRIDC for the work namely " \_\_\_\_\_".

Partners discussed the matter and after discussion following resolution was passed:

RESOLVED THAT the LLP..... (LLP name) shall participate in the above tender in Joint Venture and for the purpose the LLP shall enter into and execute joint venture agreement, with M/s \_\_\_\_\_ & M/s \_\_\_\_\_ (name of other constituent(s) of joint venture).

Resolved further that the LLP/Partners authorize(s), Mr./ Ms. \_\_\_\_\_ & Mr./ Ms. \_\_\_\_\_ (name and designation) of the LLP, to jointly or severally, sign joint venture agreement, and to sign such other documents and to do any other act and complete requisite formalities on behalf of the LLP in connection with completion of aforesaid tender work and to enter into liability against the LLP.

Resolved further that LLP/Partners authorize(s) Mr./Ms. \_\_\_\_\_ (name and designation) of the LLP to execute Power of Attorney in terms of this resolution in favour of Mr./Ms. \_\_\_\_\_ & Mr./Ms. \_\_\_\_\_ the person(s) above named.

The acts done and documents executed by such above named authorized person(s) shall be binding on the LLP.

For the Organization,

(Seal of LLP & Signature of authorized person)

Name of authorized person: \_\_\_\_\_

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

Place:

Dated:

Executed and Signed before me on this.....day of ..... At .....(place).

**(Seal and signature of Notary Public)**

- Notes: 1. In this format space has been provided for entering details of two constituents of the JV and two authorized persons however if the number vary details may accordingly be entered.
2. The document should be notarized at its place of execution (Place of signing the document).
3. Each page of the document should be signed by authorized signatory(s).

**ANNEXURE-XXVIII**

**POWER of ATTORNEY BY AN LLP Firm (incorporated under LLP Act) for entering into JOINT VENTURE AGREEMENT**

**(To be executed non judicial stamp paper of appropriate value as per law of state concerned  
Non-Judicial stamp paper should be purchased in the name of the LLP)**

KNOW ALL MEN BY THESE PRESENTS: WHEREAS M/S .....  
..... (name of LLP & LLPIN number) is a LLP  
registered under the LLP Act, 2008, and having its registered office at..... (Hereinafter  
called the 'LLP')

AND WHEREAS by its resolution No..... passed in the meeting held on.....  
of the Partners of the LLP, the LLP..... (LLP name) has decided to participate  
in the tender No. \_\_\_\_\_ issued by HRIDC for the work namely  
“ \_\_\_\_\_ ”  
in Joint Venture and for the purpose the LLP shall enter into and execute joint venture agreement with  
M/S \_\_\_\_\_ & M/S \_\_\_\_\_ (name of other  
constituent(s) of joint venture) AND THAT M/S \_\_\_\_\_ (name of the lead  
member of joint venture) shall act as the lead member of above mentioned joint venture.

I.....(name and designation) the authorised  
representative of M/S ..... (name of  
LLP) duly authorized in this behalf by aforesaid resolution do hereby irrevocably constitute, nominate,  
appoint \_\_\_\_\_ and \_\_\_\_\_ authorize \_\_\_\_\_ Mr./Ms.  
\_\_\_\_\_ (designation) \_\_\_\_\_ (address) \_\_\_\_\_ & Mr./Ms.  
\_\_\_\_\_ (designation) \_\_\_\_\_ (address) \_\_\_\_\_ who is/are presently  
holding the above mentioned position in the LLP as our true and lawful attorney (hereinafter referred to  
as “Attorney”) of the LLP to jointly or severally exercise all or any of the following powers for and on  
behalf of M/S ..... (Name of LLP &  
LLPIN number) in connection with aforesaid bid:

1. To enter into and execute and sign JOINT VENTURE agreement, draft of which has been approved by the LLP, on behalf of the LLP with above named constituents for participating in the aforesaid bid of HRIDC on behalf of the LLP.
2. To sign and submit all the necessary papers, letters, forms, quotes, bids etc.
3. To do any other act and complete requisite formalities on behalf of the LLP in connection with completion of aforesaid tender work and to enter into liability against the LLP.
4. And generally to do all such acts, deeds or things as may be necessary or proper for the purposes mentioned above.

The LLP agrees and undertakes that in the event of any change in the constitution of the LLP, the rights and obligations of the LLP shall continue to be in full force without any effect thereof.

The LLP undertakes that it shall not cancel or amend this power of Attorney without obtaining previous written consent of HRIDC.

AND the LLP hereby agrees that all acts, deeds or things lawfully done by the said Attorneys or either of them under the authority of this power shall be construed as acts, deeds and things done by the LLP and the LLP hereby undertakes to confirm and ratify all and whatsoever the said Attorneys or either of them shall lawfully do or cause to be done by virtue of the powers hereby given.

IN WITNESS WHEREOF this deed has been signed and sealed by Shri.....(name and designation), on this..... day of..... 20... , in presence of:

Specimen Signatures of Attorney Holder in token of acceptance:

(1) Name ..... Signature.....

(2) Name ..... Signature.....

Executed and Signed before me on this.....day of ..... At .....(place).

**(Seal and signature of Notary Public)**

- Notes: 1. In this format space has been provided for entering details of two constituents of the JV and two authorized persons/attorney holders however if the number vary the details may accordingly be entered.  
2. The document should be notarized at its place of execution (Place of signing the document).  
3. Each page of the document should be signed by executants.

**ANNEXURE-XXIX**

**POWER-OF-ATTORNEY FOR SIGNING OF BID (when Tenderer is company incorporated under Companies Act)**

**(To be executed non judicial stamp paper of appropriate value as per law of state concerned  
Non-Judicial stamp paper should be purchased in the name of the company)**

KNOW ALL MEN BY THESE PRESENTS: WHEREAS M/S .....  
..... (name of company & CIN number) is a Company registered under the Companies Act, 2013, and having its registered office at..... (Hereinafter called the 'Company').

AND WHEREAS by its resolution No..... passed in the meeting held on..... of the Board of directors of the company the company (company name) have decided to participate in the tender No.\_\_\_\_\_ issued by HRIDC for the work namely “\_\_\_\_\_”

I.....(name and designation) the authorised representative of M/S ..... (name of company) duly authorized in this behalf by aforesaid resolution do hereby irrevocably constitute, nominate, appoint and authorize Mr./ Ms. \_\_\_\_\_(designation) \_\_\_\_\_(address) &Mr./ Ms.Mr./ Ms. \_\_\_\_\_(designation) \_\_\_\_\_(address) who is/are presently holding the above mentioned position in the company as our true and lawful attorney (hereinafter referred to as “Attorney”) of the company to jointly or severally exercise all or any of the following powers for and on behalf of M/S ..... (name of company & CIN number) in connection with aforesaid bid:

1. To sign and submit Tender and participate in the aforesaid bid of HRIDC on behalf of the company.
2. To sign and submit all the necessary papers, letters, forms, quotes, bids etc.
3. To negotiate, discuss, agree to make any amendments, alterations or modifications thereto and to make representations, submit papers, affidavits and to do any other act and complete requisite formalities on behalf of the company in connection with completion of aforesaid tender work and to enter into liability against the company.
4. To sign, execute the contract with HRIDC for and on behalf of the company.
5. And generally to do all such acts, deeds or things as may be necessary or proper for the purposes mentioned above.

The company agrees and undertakes that in the event of any change in the constitution of the company the rights and obligations of the company shall continue to be in full force without any effect thereof. The company undertakes that it shall not cancel or amend this power of Attorney without obtaining previous written consent of HRIDC.

AND the Company hereby agrees that all acts, deeds or things lawfully done by the said Attorneys or either of them under the authority of this power shall be construed as acts, deeds and things done by the Company and the Company hereby undertakes to confirm and ratify all and whatsoever the said Attorneys or either of them shall lawfully do or cause to be done by virtue of the powers hereby given.



IN WITNESS WHEREOF this deed has been signed and sealed by Shri.....(name and designation), on this..... day of..... 20...., in presence of:

WITNESSES:

1. Signature  
Name:  
Address:

Executants Signature & Seal of Company:  
Name:  
Designation:

2. Signature  
Name:  
Address:

Specimen Signatures of Attorney Holder(s) in token of acceptance:

(1) Name ..... Signature.....

(2) Name..... Signature.....

Executed and Signed before me on this.....day of ..... At .....(place).

**(Seal and signature of Notary Public)**

- Notes:** 1. In this format space has been provided for entering details of two authorized persons/attorney holders however if the number vary details may accordingly be entered.  
2. The document should be notarized at its place of execution (Place of signing the document).  
3. Each page of the document should be signed by executants.

**ANNEXURE-XXX**

**Board's Resolution of company incorporated under companies Act for submitting Tender by company (To be printed on company's letter head)**

EXTRACT OF THE RESOLUTION PASSED AT THE MEETING OF THE BOARD OF DIRECTORS OF \_\_\_\_\_ (Company Name) \_\_\_\_\_ (CIN \_\_\_\_\_) (hereinafter referred to as company) HELD ON (Date) \_\_\_\_\_ AT (Address) \_\_\_\_\_

Whereas the Board has been described about NIT no. \_\_\_\_\_ issued by HRIDC for the work namely “\_\_\_\_\_”. Board discussed the matter and after discussion following resolution was passed:

RESOLVED THAT the company (company name) shall participate in the above tender.

Resolved further that the Board authorizes, Mr./ Ms. \_\_\_\_\_ & Mr./ Ms. \_\_\_\_\_ (name and designation) of the company, to jointly or severally sign and submit all the necessary papers, letters, forms, quotes, bids etc, negotiate, discuss, agree to make any amendments, alterations or modifications thereto and to make representations, submit papers, affidavits and to do any other act and complete requisite formalities on behalf of the company in connection with completion of aforesaid tender work and to enter into liability against the company.

Resolved further that Board authorizes Mr./Ms. \_\_\_\_\_ (name and designation) of the company to execute Power of Attorney in terms of this resolution in favour of Mr./Ms. \_\_\_\_\_ & Mr./Ms. \_\_\_\_\_ the person(s) above named.

The acts done and documents executed by such above named authorized person(s) shall be binding on the company.

For the Organization,

**(Seal of company & Signature of authorized person)**

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

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

Place:

Dated:

Executed and Signed before me on this.....day of ..... At .....(place).

**(Seal and signature of Notary Public)**

- Notes:**
1. In this format space has been provided for entering details of two authorized persons however if the number vary details may accordingly be entered.
  2. The document should be notarized at its place of execution (Place of signing the document).
  3. Each page of the document should be signed by authorized signatory (s).

**ANNEXURE-XXXI**

**POWER-OF-ATTORNEY FOR SIGNING OF BID (when Tenderer is LLP Firm incorporated under LLP Act)**

**(To be executed non judicial stamp paper of appropriate value as per law of state concerned  
Non-Judicial stamp paper should be purchased in the name of the LLP Firm)**

KNOW ALL MEN BY THESE PRESENTS: WHEREAS M/S .....  
..... (name of LLP & LLPIN number) is a LLP Firm  
registered under the LLP Act, 2008, and having its registered office  
at..... (hereinafter called the 'LLP').  
AND WHEREAS by its resolution No..... passed in the meeting held on.....  
of the Partners of the LLP the LLP..... (LLP name) have decided to participate in the  
tender No. \_\_\_\_\_ issued by HRIDC for the work namely  
“ \_\_\_\_\_ ”

I.....name and designation) the authorised representative  
of M/S ..... (name of LLP) duly  
authorized in this behalf by aforesaid resolution do hereby irrevocably constitute, nominate, appoint and  
authorize \_\_\_\_\_ Mr./Ms.  
\_\_\_\_\_ (designation) \_\_\_\_\_ (address) \_\_\_\_\_ &Mr./ Ms./Mr./Ms.  
\_\_\_\_\_ (designation) \_\_\_\_\_ (address) \_\_\_\_\_ who is/are presently holding the  
above mentioned position in the LLP as our true and lawful attorney (hereinafter referred to as  
“Attorney”) of the LLP to jointly or severally exercise all or any of the following powers for and on  
behalf of M/S ..... (name of LLP &  
LLPIN number) in connection with aforesaid bid:

1. To sign and submit Tender and participate in the aforesaid bid of HRIDC on behalf of the LLP.
2. To sign and submit all the necessary papers, letters, forms, quotes, bids etc.
3. To negotiate, discuss, agree to make any amendments, alterations or modifications thereto and to make representations, submit papers, affidavits and to do any other act and complete requisite formalities on behalf of the LLP in connection with completion of aforesaid tender work and to enter into liability against the LLP.
4. To sign, execute the contract with HRIDC for and on behalf of the LLP.
5. And generally to do all such acts, deeds or things as may be necessary or proper for the purposes mentioned above.

The LLP agrees and undertakes that in the event of any change in the constitution of the LLP, the rights and obligations of the LLP shall continue to be in full force without any effect thereof.  
The LLP undertakes that it shall not cancel or amend this power of Attorney without obtaining previous written consent of HRIDC.

AND the LLP hereby agrees that all acts, deeds or things lawfully done by the said Attorneys or either of them under the authority of this power shall be construed as acts, deeds and things done by the LLP and the LLP hereby undertakes to confirm and ratify all and whatsoever the said Attorneys or either of them shall lawfully do or cause to be done by virtue of the powers hereby given.

IN WITNESS WHEREOF this deed has been signed and sealed by Shri.....(name and designation), on this..... day of..... 20...., in presence of:

WITNESSES:

- |              |  |
|--------------|--|
| 1. Signature | Signatures of authorized representative & Seal of LLP: |
| Name:        |  |
| Address:     |  |
|              | Name of authorized representative (Executant):         |
|              | Designation:   |
| 2. Signature |  |
| Name:        |  |
| Address:     |  |

Specimen Signatures of Attorney Holder(s) in token of acceptance:

(1)Name ..... Signature.....

(2Name).....Signature.....

Executed and Signed before me on this.....day of ..... At .....(place).

**(Seal and signature of Notary Public)**

- Notes:** 1. In this format space has been provided for entering details of two authorized persons/attorney holders however if the number vary details may accordingly be entered.  
2. The document should be notarized at its place of execution (Place of signing the document).  
3. Each page of the document should be signed by executants.

**DECLARATION**

I/We hereby solemnly declare that I/We visited the site of the work (as on top sheet) personally and have made myself/ourselves fully conversant of the conditions therein and particular the following:

1. Topography of area.
2. Soil strata at site of work.
3. Sources and availability of construction materials.
4. Rates for construction of material, water, electricity including all local taxes, royalties, octrois etc.
5. Availability of local labour (both skilled and unskilled) and relevant labour rates and labour laws.
6. The existing roads and approaches to the site of work and requirements for further service roads/approaches to be constructed by me/us.
7. The availability and rates of private land etc. that shall be required by me/us for various purposes.
8. Climatic conditions and availability of working days.

I/We have quoted my/our rates for various items in the schedule of items, quantities and rates taking into account all the above factors also.

**Signatures of the Tenderer/s**

## INSTRUCTIONS REGARDING ELECTRONIC TENDERING SYSTEM

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

### **1. Registration of bidders on e-tendering Portal:**

All the bidders intending to participate in the tenders process online are required to get registered on the centralized e-tendering Portal i.e. <https://etenders.hry.nic.in>. Please visit the website for more details.

### **2. Obtaining a Digital Certificate:**

- 2.1. The Bids submitted online should be encrypted and signed electronically with a Digital Certificate to establish the identity of the bidder bidding online. These Digital Certificates are issued by an Approved Certifying Authority, by the Controller of Certifying Authorities, Government of India.
- 2.2. A Digital Certificate is issued upon receipt of mandatory identity (i.e. Applicant's PAN Card) and Address proofs and verification form duly attested by the Bank Manager/ Postmaster/ Gazetted Officer. Only upon the receipt of the required documents, a digital certificate can be issued. For more details please visit the website– <https://etenders.hry.nic.in>.
- 2.3. The bidders may obtain Class-II or III digital signature certificate from any Certifying Authority or Sub-Certifying Authority authorized by the Controller of Certifying Authorities or may obtain information and application format and documents required for the issue of digital certificate from.
- 2.4. The bidder must ensure that he/she comply by the online available important guidelines at the portal <https://etenders.hry.nic.in> for Digital Signature Certificate (DSC) including the e-Token carrying DSCs.

**Ms. Manju Aggarwal**

**Technical Director,**

**Scientist-E, NIC.**

**Panchkula.**

**E - mail:** a.manju@nic.in

**Help Desk:** 0172 – 584257, 94170-69017.

- 2.5. Bid for a particular tender must be submitted online using the digital certificate (Encryption & Signing), which is used to encrypt and sign the data during the stage of bid preparation. In case, during the process of a particular tender, the user loses his digital certificate (due to virus attack, hardware problem, operating system or any other problem) he will not be able to submit the bid online.

Hence, the users are advised **to keep a backup of the certificate** and also keep the copies at safe place under proper security (for its use in case of emergencies).

- 2.6. 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 the department tenders as per Information Technology Act 2000. The digital signature of this authorized user will be binding on the firm.
- 2.7. 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 -7- 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.
- 2.8. The same procedure holds true for the authorized users in a private/Public limited company. In this case, the authorization certificate will have to be signed by the directors of the company.

**3. Opening of an Electronic Payment Account:**

For purchasing the tender documents online, bidders are required to pay the tender documents fees online using the electronic payments gateway service shall be integrated with the system very soon till then it will be submitted manually. For online payments guidelines, please refer to the Home page of the e-tendering Portal <https://etenders.hry.nic.in>

**4. Pre-requisites for online bidding:**

In order to operate on the electronic tender management system, a user's machine is required to be set up. A help file on system setup/Pre-requisite can be obtained from National Informatics Centre or downloaded from the home page of the website - <https://etenders.hry.nic.in> the link for downloading required java applet & DC setup are also available on the Home page of the e-tendering Portal.

**5. Online Viewing of Detailed Notice Inviting Tenders:**

The bidders can view the detailed N.I.T and the time schedule (Key Dates) for all the tenders floated through the single portal e-tendering system on the Home Page at <https://etenders.hry.nic.in>

**6. Download of Tender Documents:**

The tender documents can be downloaded free of cost from the e-tendering portal <https://etenders.hry.nic.in>

**7. Key Dates:**

The bidders are strictly advised to follow dates and times as indicated in the online Notice Inviting Tenders. The date and time shall be binding on all bidders. 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 online Notice Inviting Tenders.

**8. Online Payment of Tender Document Fee, eService fee & EMD fees & Bid Preparation & Submission (Technical & Commercial/ Financial Bid):**



**8.1. Online Payment of Tender Document Fee + e-Service fee:** The online payment for Tender document fee, eService Fee & EMD can be done using the secure electronic payment gateway. The Payment for Tender Document Fee and eService Fee shall be made by bidders/ Vendors online directly through Debit Cards & Internet Banking Accounts and the Payment for EMD shall be made online directly through RTGS / NEFT & OTC.

The secure electronic payments gateway is an online interface between Contractors and Debit card/ online payment authorization networks.

**8.2. Preparation & Submission of online Applications/Bids:**

- i. Detailed Tender documents may be downloaded from e-tendering website (<https://etenders.hry.nic.in>) from **14.11.2023 at 05:00 PM to 08.12.2023 up to 03:00 PM** and tender mandatorily be submitted online following the instructions appearing on the screen.
- ii. **Scan copy of Documents to be submitted/uploaded for Technical& Commercial bid under online Technical Envelope:** The required documents as indicated in this tender document shall be prepared and scanned in different file formats (in PDF /JPEG/MS WORD format such that file size is not exceed more than 10 MB) and uploaded during the on-line submission of PQQ or Technical Envelope.

**A. Only Electronic Form (Refer Tender document).**

**Financial or Price Bid shall be submitted mandatorily online under Commercial Envelope and original not to be submitted manually.**

**NOTE: -**

- (A) *Bidders participating in online tenders shall check the validity of his/her Digital Signature Certificate before participating in the online Tenders at the portal <https://etenders.hry.nic.in>.*
- (B) **For help manual please refer to the ‘Home Page’ of the e-tendering website at <https://etenders.hry.nic.in>, and click on the available link ‘How to...?’ to download the file.**

In the first instance, the online payment details of tender document fee + e-Service and EMD & PQQ/Technical Envelope shall be opened. Henceforth financial bid quoted against each of the item by the shortlisted bidder/ Agency wherever required shall be opened online in the presence of such bidders/ agency who either themselves or through their representatives choose to be present.

The bidder can submit online their bids as per the dates mentioned in the schedule/Key Dates above.

**Other Information:**

1. The Tenderers shall fill in the item rate in the online BOQ templates of the tender.
2. Duly accepted copy of notarized or registered power of Attorney along with its two certified copies in the name of tenderer or authorized representative to act on behalf of the agency.
3. Bidder must strictly abide by the stipulations set forth in detailed notice inviting tenders while tendering for the work.

4. In case any tenderer does not comply with procedure given in the tender document, it will be presumed that the tenderer is not interested in work and the work shall not be let out to him. Further he may be de-barred without further notice to him for failing to abide by the approved terms of detailed notice inviting tenders for this work.
5. The tenders which are not accompanied by the earnest money or do not strictly follow the technical requirement, are liable to be summarily rejected without arising any reason and no claim whatsoever on their account will be considered.
6. Tenders quotations which are dependent upon the quotations of another tender shall be summarily rejected.

**Constitution of Firm**

S.No.	Particular	Response
1	Constitution of the Firm (Tick as applicable)	Sole Proprietorship Firm/ Partnership Firm/ Company/ JV/ LLP/ Registered Society or Trust
2	Full name of the Sole Proprietorship Firm/ Partnership Firm/ Company/ JV/ LLP/ Registered Society or Trust (as the case may be)	
3	Year of formation/ incorporation	
4	PAN No.	
5	Registered Office Address	
6	Address on which correspondence regarding this tender should be done	
7	Names of the proprietor/ partners/ JV members etc.	

**Undertaking:**

We have uploaded along with the tender, all the requisite documents pertaining to the constitution of the firm/ concern/company. etc, as specified in Annexure –A of Tender Notice. **I/We understand that in the absence of these documents, offer shall be considered incomplete and shall be summarily rejected.**

Date:

Signature of Tenderer/s with Seal

**ANNEXURE-XXXV**

**Details of Plant and Machinery already available with the firm**

<b>S.No</b>	<b>Particulars of equipment, plant/ machinery</b>	<b>No. of Unit</b>	<b>Kind and make</b>	<b>Capacity</b>	<b>Date by which the plant/ machinery would be available for use on this work</b>	<b>Age &amp; Conditions</b>
<b>(1)</b>	<b>(2)</b>	<b>(3)</b>	<b>(4)</b>	<b>(5)</b>	<b>(6)</b>	<b>(7)</b>
1.						
2.						
3.						
4.						
5.						
6.						
7.						
8.						

**Signature of Tenderer/s with Seal**

**ANNEXURE-XXXVI**

**LIST OF ENGINEERS/PERSONNEL ALREADY AVAILABLE/ PROPOSED TO BE EMPLOYED FOR DEPLOYMENT ON THIS WORK:**

<b>S. No</b>	<b>Name &amp; Designation</b>	<b>Qualification</b>	<b>Professional experience</b>	<b>Organization with whom working</b>	<b>Date by which personnel will be available for this work.</b>
<b>(1)</b>	<b>(2)</b>	<b>(3)</b>	<b>(4)</b>	<b>(5)</b>	<b>(6)</b>

**Date:**

**Signature of Tenderer/s with Seal**

**ANNEXURE-XXXVII**

**STATEMENT OF WORKS EXECUTED/COMPLETED BY THE CONTRACTORS DURING  
LAST 7 (SEVEN) YEARS ENDING LAST DAY OF MONTH PREVIOUS TO THE ONE IN  
WHICH TENDER IS INVITED**

(Details of works of similar nature physically completed in all respect as per contract agreement during last seven years, ending last day of month previous to the one in which tender is invited)

S. No	Name and place of work	Authority /agency for which work was carried out	Date of award & agreement No.	Date of completion (original /actual)	Agreementa l cost/ completion cost.	Principal / Technica l features work in brief	S.No. at which relevant certificate /documents are attached
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)

**Signature of Tenderer/s with Seal**

**ANNEXURE-XXXVIII**

**STATEMENT OF WORKS BEING EXECUTED/IN HAND BY THE CONTRACTOR/S**

S · N o	Name and place of work	Authority /agency for which work was carried out	Date of award & agreement No.	Date of completion	Agreement Cost	Principa l/ Technic al features work in brief	S.No. at which relevant certificat e /docume nts are attached	Paymen t taken till date
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)

**Date:**

**Signature of Tenderer/s with Seal**

**ANNEXURE-XXXIX**

**Detail of contractual payment received in last 3 (three) financial year and current financial year**

<b>S. No</b>	<b>Name and place of work</b>	<b>Name of employer</b>	<b>Detail of payment.</b>	<b>For the financial year</b>	<b>Total contract amount received</b>
<b>(1)</b>	<b>(2)</b>	<b>(3)</b>	<b>(4)</b>	<b>(5)</b>	<b>(6)</b>



**Real Time Gross Saving (RTGS)/National Electronic Fund Transfer (NEFT)  
Model Mandate Form**

(Investor/customer's option to receive payments through RTGS/NEFT)

**1. Investor/customer's name**

**2. Particulars of Bank Account:**

A) Name of the Bank:

B) Name of the Branch.

Address

Telephone No.

C) RTGS/NEFT IFS Code.

D) Type of the account (S.B. Current or Cash Credit)

With code (10/11/13).

E) Ledger and Ledger folio number.

F) Account number (as appearing on the Cheque book) in lieu of the bank certificate to be obtained as under, please attach a blank cancelled cheque or a photocopy of a cheque or front page of your savings bank passbook issued by your bank for verification of the above particulars)

**3. Date of effect**

I hereby declare that the particulars given above are correct and complete. If the transaction is delayed or not effected at all for reasons of incomplete or incorrect information, I would not hold the user institution responsible. I have read the option invitation letter and agree to discharge the responsibility expected of me as a participant under the scheme.

(.....)  
**Signature of the Investor/ Customer**

**Date:**

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

**Bank's Stamp**

**COMPLETION CERTIFICATE**

The work of “----- (Full name of the work) -----” has been Completed with following details:

1	Name & complete address of the Contractor.	
2	Nature of entity (sole prop/partnership firm/company / JV)	
3	a) In case of Sole proprietorship, the name of sole proprietor	
	b) In case of partnership firm/JV, the names & shares of various partners/members.	
4	Date of Acceptance/LOA	
5	Agreement No. & date	
6	i) Original Agreement Cost ii) Final Agreement Cost	
7	Total payment made along with financial year-wise break-up	
8	Original date of completion (DOC)	
9	a) Actual date of completion (b) Whether extension to DOC given with penalty or without penalty	
10	Brief description of nature & scope of work	
11	Performance of Contractor (Satisfactory/unsatisfactory)	

It is certified that the above work has been completed successfully in accordance with provisions of contract.

(-----)  
Name & Signature  
Issuing authority with seal

Date of issue of certificate: -----

**ANNEXURE-XLII**

**DECLARATION/UNDERTAKING**

I/We, \_\_\_\_\_ (name and Designation) on behalf of \_\_\_\_\_ (Name of the tendering firm) do hereby declare/undertake that I/We have not employed any retired Engineer or retired gazette officer, nor made any Partner/Director etc. in our firm who retires from Government of India/ Government of Haryana Service in last one year as on the date of opening of tender, as per terms of tender document.

(authorized signatory)  
**Name of the tendering firm**

Place:

Dated:

**ANNEXURE-XLIII**

**STANDING INDEMNITY BOND FOR 'ON ACCOUNT' PAYMENTS**

**(On paper of requisite stamp value)**

We, M/s..... hereby undertake that we hold at our stores Depot/s at ..... for and on behalf of the President of India acting in the premises through the General Manager(IE&A) or his successor..... HRIDC..... (hereinafter referred to as "The Purchaser") all materials for which 'On Account' payments have been made to us against the Contract for supply and erection of (25 KV A.C Traction overhead equipment, Switching Stations, B.T. Stations, L.T. Supply Transformer Stations, Traction Sub-Station and SCADA works) \*.on the section/s.....HRIDC also referred to as Group/s ..... vide letter of Acceptance of Tender No..... dated..... and materials handed over to us by the purchaser for the purpose of execution of the said Contract, until such time the materials are duly erected or otherwise handed over to him.

We shall be entirely responsible for the safe custody and protection of the said materials against all risk till they are duly delivered as erected equipment to the purchaser or as he may direct otherwise and shall indemnify the purchaser against any loss damage or deterioration whatsoever in respect of the said materials while in our possession and against disposal of surplus materials. The said materials shall at all times be open to inspection by any officer authorised by the General Manager(IE&A) in charge of HRIDC (whose address will be intimated in due course).

Should any loss, damage or deterioration of materials occur or surplus materials disposed of and refund becomes due, the Purchaser shall be entitled to recover from us the full cost as per prices included in Schedule 3, for OHE works and in respect of other materials. section 1 and also compensation for such loss or damage if any long with the amount to be refunded without prejudice to any other remedies available to him by deduction from any sum due or any sum which at any time hereafter becomes due to us under the said or any other Contract.

Dated this day..... day of..... 20

for and on behalf of

M/s.....(Contractor)

Signature of witness

Name of witness in Block Letters

Address.

---

\* Strike out whichever is not applicable

**ANNEXURE-XLIV**

**(On Stamp Paper of Requisite Value)**

**GUARANTEE BOND AGAINST "ON ACCOUNT" PAYMENTS**

**(TO BE USED BY APPROVED SCHEDULE BANKS/NATIONALISED BANKS)**

In consideration of the President of India " hereinafter called "the Government") having agreed to exempt.....(hereinafter called "the said Contractor (s)") from the demand, under the terms and conditions of an Agreement dated.....made between.... and ..... for (hereinafter called "the said Agreement") of "On- Account" Payments for the due fulfilment by the said Contractor (s) of the terms and conditions contented in the said Agreement, on production of a Bank guarantee for Rs.....(Rupees.....only).

We,..... (indicate the name of Bank)hereinafter referred to as "the Bank" at the request of ..... (Contractor(s) do hereby undertake to pay to the Government an amount not exceeding Rs..... against any loss or damage caused to or suffered or would be caused to or suffered by the Government by reason of any breach by the said Contractor (s) of any of the terms or conditions contained in the said Agreement.

2. We..... do hereby undertake to Pay (indicate the name of the Bank) the amount due and payable under this guarantee without any demur, merely on a demand from the Government stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the Government by reason of breach by the said Contractor (s) of any of the terms or conditions contained in the said Agreement or by reason of the Contractor (s) failure to perform the said Agreement. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding.....

3. We undertake to pay to the Government any money so demanded notwithstanding any dispute or disputes raised by the Contractor (s)/ supplier (s) in any suit for proceeding pending before any court or Tribunal relating thereto our liability under this present contract being absolute and unequivocal,

The payment so made by us under this bond shall be a valid discharge of our liability for payment there under and the Contractor (s)/supplier(s) shall have no claim against us for making such payment.

4. We..... (indicate the name of Bank) further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Agreement and that it shall continue to be enforceable till all the dues of the Government under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till..... office/ Department Ministry of.....certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said contractor (s) and accordingly discharges this guarantee. Unless a Demand or claim under this guarantee is made on us in writing on or before the ..... (b) we shall be discharged from all liability under this guarantee thereafter.

5. We..... (indicate the name of Bank) further agree with the Government that the Government shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said Contractor (s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the Government against the said Contractor

(s) and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Contractor (s) or for any forbearance, act or omission on the part of the Government or any indulgence by the Government to the said Contractor (s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

6. This guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor (s)/ Supplier (s).

7. We..... (indicate the name of Bank) lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Government in writing.

Dated : the ..... day of ..... 200

for.....

(indicate the name of Bank)

**BILL OF QUANTITY (BoQ)**

<b>Price Schedule for Shifting/Modification of 11kV SC KMP feeder longitudinal to KMP Expressway in C/w Proposed C-6 Section of HORC Corridor between HORC Chainage: 61.500 to 116.00.</b>					
<b>S.No</b>	<b>Description of item</b>	<b>Unit</b>	<b>Qty</b>	<b>Rate including GST(18 %)</b>	<b>Amount</b>
1	To draw the site plan of HT/LT crossing on tracing paper of 85/90 GSM showing details of crossings, DP., RCC/CI/HDPE pipe, cable with depth and bank height and other details & Certificates etc. as per HRIDC & DISCOM requirement and same is to be got signed by concerned authorities before execution of work, each tracing is to be supplied with 12 copies of ammonia/paper print as per specification.	Nos	20	2310.19	46203.80
2	Supply ,fixing and commissioning of PCC pole 09 Mtrs long & working load of 200 Kg for 11 kV/LT supply for making cut point at 90 degree or realigning existing line. As per DHBVN/UHBVN Specification CSC-VII-R-II/DH/UH/P&D/2015-16 or latest and as per technical specification.	Nos	1485	3671.88	5452741.80
3	Supply, fixing & commissioning of PCC pole 11 mtr. long & working load of 400 kg for 11 kV HT supply for making cut point at 90 degree or realigning existing line. As per specification of DHBVN/UHBVN CSC-XV/DH/UH/P&D/2009-10 or latest and as per technical specification.	Nos	70	7333.18	513322.60
4	Supply, stringing and sagging of ACSR conductor 50 sqmm (Rabbit) including jointing and binding with insulator at support, complete in all respect , as per site requirement, latest specification of DHBVN/UHBVN and as per technical specification.	Meter	168300	55.50	9340650.00
5	Supply, Stringing and Sagging 4 mm/8 SWG GI Earthing wire for overhead earthing as per specification and as per site requirement.	Kg	6500	99.88	649220.00

6	Supply and erection of stay set for 11 kV line complete in all respect with stay wire 7/8 SWG, Disc insulator comprising GI rod of 20mm Dia 8' long , GI plate 460 mm and GI Elbow including all Nut bolts as per latest specification of DHBVN/UHBVN and as per technical specification.	Nos	550	1789.53	984241.50
7	Supply, installation, testing and commissioning of Polymeric disc insulators 45 KN with complete hardware fitting suitable for 11kV HT line and as per latest specification of DHBVN/UHBVN and as per technical specification.	Nos	990	217.38	215206.20
8	Supply, installation, testing and commissioning of 11 kV Polymeric Pin Insulator with Pin suitable for 11kV HT line as per as per latest specification of DHBVN/UHBVN and as per technical specification.	Nos	3300	233.83	771639.00
9	Supply and fixing of 'V' type cross arm 100x50 mm(ISMC-100) suitable for making 11 KV cut point and stringing of ACSR conductor including hook for earth wire complete in all respect, as per latest specification of DHBVN/UHBVN and as per technical specification	Nos	990	1784.83	1766981.70
10	Supply and fixing & of 11 kV Galvanized top hamper as per latest specification of DHBVN/UHBVN and as per technical specification.	Nos	990	206.80	204732.00
11	Supply, installing, testing and commissioning earth electrode complete in all respect with perforated GI pipe medium "B" class (Blue) confirming to IS 1239 part-I length of 3 mtr., bore 50mm with all accessories like nut bolt, reducer nipple, wire meshed funnel and CC finished chamber covered by CI/RCC frame etc. Digging pit and refilling it with charcoal and salt in successive layers and as per IS:3043 and drawing and testing of earth resistance as per latest specification of DHBVN/UHBVN and as per technical specification.	Nos	580	1086.03	629897.40
12	Supply and laying of 25x6 mm 9 mtr GI strip at 0.5 mtr below ground/lattice tower/PCC pole as strip earth electrode including soldering/jointing complete in all respect as per latest specification of DHBVN/UHBVN and as per technical specification.	Nos	580	1518.10	880498.00



13	Supply, fabrication and fixing of Galvanized Channel 100x50x6 mm (ISMC-100) for termination, suitable for 11/33 kV HT line with clamps, nuts, bolts and washers as per latest specification of DHBVN/UHBVN, Technical Specification and as per site requirement.	Kg	18150	114.99	2087068.50
14	Supply, fabrication and fixing of Galvanized angle 50x50x6 mm for Bracing, Belting and earth wire , suitable for 11/33 kV HT line with clamps, nuts, bolts and washers as per latest specification of DHBVN/UHBVN, Technical Specification and as per site requirement.	Kg	18000	114.84	2067120.00
15	Supply, fabrication and fixing of Galvanized channel 75x40x6 mm (ISMC-75) suitable for 11/33 kV HT line with clamps, nuts, bolts and washers as per latest specification of DHBVN/UHBVN, Technical Specification and as per site requirement.	Kg	400	94.78	37912.00
16	Supply and fixing of P.G clamps for 30/50/80/100sqmm ACSR conductor(11 kV) as per latest specification of DHBVN/UHBVN and as per technical specification.	Nos	990	52.88	52351.20
17	Supply, fixing, testing and commissioning of LA's (Lightening Arrestor) for 11 kV HT supply as per DHBVN/UHBVN technical specification, relevant IS and latest amendments.	Nos	275	507.60	139590.00
18	Supply, fixing and commissioning of 11 kV 400 Amps. GO+DO Switch complete SET with handle, pipe & supporting Channel suitable for 11/09 mtr PCC pole. As per DHBVN/UHBVN technical specification, relevant IS or latest amendments and as per site requirement.	Nos	80	11519.70	921576.00
19	Dismantling of existing 11/33 kV transformer with fixing arrangement from DP/FP/other location and transportation to new site, installation, testing and commissioning with all required accessories at new DP/FP as per technical specifications and as per site requirement.	Job	30	14877.30	446319.00
20	Dismantling of existing 09/11 meter PCC pole. This includes transportation charges from dismantling site to any authorized store as decided by Engineer.	Nos	1485	468.83	696212.55

21	Dismantling of existing ACSR (11 kV) conductor. This includes transportation charges from dismantling site to any authorized store as decided by Engineer.	Meter	168300	1.22	205326.00
22	Supply and fixing of Danger plate Enamelled (11/33 kV) with clamps complete in all respect as per DHBVN/UHBVN latest specification and as per site requirement.	Nos	1100	90.48	99528.00
23	Supply and fixing of Barbed wire complete in all respect as per DHBVN/UHBVN latest specification and as per site requirement.	Kg	1320	102.23	134943.60
<b>11 kV Under Ground Cabling work</b>					
24	Supply, laying, testing and commissioning of 11kV 3 core 185 sqmm XLPE (With TR) insulated armoured aluminium conductor HT Cables. Cable shall be Conforming to IS:7098 Part-II,1985, IS:8130-1984 and IEC-502 standards with latest amendment thereof and as per latest specification of DHBVN/UHBVN and as per technical specification. This includes transportation and delivery charges at site.	Meter	2800	1389.63	3890964.00
25	Supply, erection, testing & commissioning of outdoor type heat shrinkable cable end termination boxes suitable for 11 KV 3 core 185 Sq.mm XLPE as per latest specification of DHBVN/UHBVN and as per technical specification.	Nos	18	2011.60	36208.80
26	Supply, installation, testing and commissioning of heat shrinkable type Straight through joint for 11 KV 3 core HT XLPE 185 sq mm Cable as per latest specification of DHBVN/UHBVN and as per technical specification.	Nos	10	4085.48	40854.80
27	Supply, laying, testing and commissioning of 11kV 3 core 95 sqmm XLPE (With TR) insulated armoured aluminium conductor HT Cables. Cable shall be Conforming to IS:7098 Part-II,1985, IS:8130-1984 and IEC-502 standards with latest amendment thereof and as per latest specification of DHBVN/UHBVN and as per technical specification. This also includes transportation and delivery charges at site.	Meter	6500	898.18	5838170.00

28	Supply, erection, testing & commissioning of outdoor type heat shrinkable cable end termination boxes suitable for 11 KV 3 core 95 Sq.mm XLPE as per latest specification of DHBVN/UHBVN and as per technical specification.	Nos	70	1552.00	108640.00
29	Supply, laying, testing and commissioning of 1.1 kV grade ,4x50 sqmm LT XLPE (with TR) insulated armoured, aluminium conductor cable, making good the damages, end terminations with aluminium crimping sockets/lugs, etc. as per requirement and technical specifications. Cable shall be Conforming to IS:7098 Part-II,1985, IS:8130-1984 and IEC-502 standards with latest amendment thereof and as per technical specifications.	Meter	3000	292.79	878370.00
30	Excavation & refilling of trench size 0.5 m wide x 1.2 m deep as per spec. Trench work may be on kuchha/pucca land and all type of soil as per site requirement and without protective layer of brick. Surface of trench shall be made good in all respect and satisfaction of HRIDC site Engineer includes suitable protection of loops cables.	Meter	4000	113.39	453560.00
31	Supply and laying of HDPE pipe 160 mm dia. (OD), wall thickness between 7.7 mm to 8.6 mm, material grade PE-63 and class of pipe should be PN-4 with confirming to IS:4984/1995 or latest thereof, under road/ground/floor/railway track or as per site requirement in already excavated trench as per latest specification of DHBVN/UHBVN and as per technical specification.	Meter	9500	616.88	5860360.00
32	Supply and laying of HDPE pipe conforming to IS 4984:1995, 75/80 mm dia wall thickness 3 mm PN-4 under the road/air. The work involves laying of HDPE pipe as per specification.	Meter	2500	83.73	209325.00
33	Drilling of horizontal bore Under Highways/ Waterways/ Canal and as per site requirement by pushing method for laying of HDPE/SPUN/DWC/CI/GI pipe of various sizes up to 450 mm dia. & Laying of Pipe as per Specification and as per site requirement.	Meter	5000	2687.04	13435200.00
34	Supply and erection of 100 mm dia (B-class) GI pipe as per requirement and technical specification.	Meter	200	357.20	71440.00

35	Hiring of 01No. AC vehicle i.e. One No. Bolero or similar segment on monthly basis for site visit at Gurugram/Manesar office for 2500 Km. per month. The rates are inclusive all cost of maintenance, major/minor repairs, cost of lubricants, fuel, drivers, GST and other taxes etc. for a complete job. Toll Tax, Parking charge shall be paid extra on certification of officer using vehicle.	Per Month	6	53393.00	320358.00
35(a)	Extra charge beyond 2500 Km per month	Per Km	3000	14.97	44910.00
<b>G.Total (Including GST @18 %)</b>					<b>5,95,31,641.45</b>
<b>Round Off (in Rs.)</b>					<b>5,95,31,641.00</b>

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