

HARYANA RAIL INFRASTRUCTURE DEVELOPMENT CORPORATION LIMITED



TENDER DOCUMENT

FOR

Tender No: HRIDC/HORC/Utility-147/2020/01

Name of Work: Shifting / modification of overhead electrical crossings including Supply, installation, testing and commissioning of overhead electrical power line crossing LT/HT upto 33 KV by underground cables and removal of other electrical infringement / utilities in connection with proposed Haryana Orbital Rail Corridor (HORC) from Manesar to Harsana Kalan in the state of Haryana.

SEPTEMBER 2020

HARYANA RAIL INFRASTRUCTURE DEVELOPMENT CORPORATION LIMITED

Corporate Office: SCO 17-19, 3rd Floor, Sector 17A, Chandigarh.

Website: www.hridc.co.in

<https://etendershry.nic.in>

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**HARYANA RAIL INFRASTRUCTURE DEVELOPMENT
CORPORATION LIMITED (HRIDC)**

Tender Document

(TOP SHEET)

(A) Details to be filled in by HRIDC:

Mode of Tender	E-tender (Two Packet System)
Tender Notice No.	HRIDC/HORC/Utility-147/2020/01 dated 21.09.2020
Full name of work	Name of Work: Shifting / modification of overhead electrical crossings including Supply, installation, testing and commissioning of overhead electrical power line crossing LT/HT upto 33 KV by underground cables and removal of other electrical infringement / utilities in connection with proposed Haryana Orbital Rail Corridor (HORC) from Manesar to Harsana Kalan in the state of Haryana.
Approx. cost	INR 8,63,18,480 (Rupees Eight Crores Sixty Three Lakhs Eighteen Thousand Four Hundred and Eighty only)
Completion period	18 (Eighteen) months
Earnest money amount	INR 5,81,600/- (Rupees Five Lakhs Eighty One Thousand and Six Hundred only)
Issue of Tender Notice	Issue of Tender Notice on HRIDC website (i.e. 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. https://etenders.hry.nic.in and HRIDC website (i.e. www.hridc.co.in) on 01.10.2020 at 03:00 PM to 21.10.2020 upto 02:00 PM.
Site visit and other related details	The prospective tenderers may contact the following for further details: General Manager/Projects/HRIDC (Email: gmphrdc@gmail.com)

Start date for submission of offer on the e-procurement portal of Haryana Govt. i.e. https://etenders.hry.nic.in	14.10.2020 at 03:00 PM
Last date/Time of upload of tenders	21.10.2020 upto 02:00 PM
Date/Time of Opening of Tender	Technical Bids will be opened immediately after close of uploading of tender (D3) i.e. 21.10.2020 at 03:00 PM. Financial bids of the eligible tenderers would be opened subsequently on the date & time to be notified later on.

(B) Details to be filled in by tenderer while uploading their offer:

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.	

Note:

- i) Special attention of tenderers is drawn to **clause 2.4.1 of “Special tender condition & instruction to tenderers”**, as per which the tenderer must submit along with tender, the documents mentioned therein pertaining to constitution of firm/ concern.
- ii) Special attention of tenderers is drawn to **clause 2.3 of “special tender condition & instruction to tenderers”**, and **Annexure-M** as per which they should submit the requisite documents along with tender pertaining to their technical & financial eligibility.

Signature of the tenderer

Name of signatory

(C) Check List of documents to be uploaded by the tenderer(s) while submitting their offer. Tenderer must upload following documents without fail along with their offer and these documents should accompany Packet I (Technical Bid).

1	Requisite earnest money (ONLINE mode (No Documentary Proof required))
2	Cost of tender document (ONLINE mode (No Documentary Proof required))
3	E-service Fee (ONLINE mode (No Documentary Proof required))
4	All requisite documents mentioned in clause 2.4 of “Special Tender Conditions and instruction to tenderers” pertaining to constitution of firm/concern. (As applicable).
5	All requisite documents/credentials mentioned in clause 2.3 of “Special Tender Conditions and Instructions to tenderers” pertaining to his/their technical and financial eligibility. (As applicable)
6	Tenderers are compulsorily required to upload Affidavit as per Annexure–M as stipulated in 2.2.6 & 2.2.7 of “Special Tender Conditions and instruction to tenderers” without which the offer will be considered incomplete and will be summarily rejected.
7	Tenderer(s) are required to upload detail statement of works being executed/in hand on prescribed format as per Annexure-H for Credentials purpose.
<u>Note:</u>	<p>i) Tenderer may please note that offers received without requisite forms as mentioned above, will be considered as incomplete & invalid tender and for which Contractor shall have no claim on HRIDC.</p> <p>ii) After opening of tender, any document/credential pertaining to technical, financial eligibility 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.</p> <p>iii) 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.</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 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 Railway’s 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) In E-tender, all submissions of documents are to be uploaded on the e-procurement portal of Government of Haryana. 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>vi) Annexure Q - Mandatory undertaking Regarding Employment/ Partnership of Retired Haryana Government Employees.</p>
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(D) Check List of documents attached with the offer (For guidance to Tenderer)

S. No.	Document/ Detail	Required in the form	Attached	
			Yes	No
Constitution of Firm documents (as required in terms of Clause 2.4 of the tender document)				
1	In case of Sole Proprietorship Concern	<p>(i) Affidavit certifying the sole Proprietorship of the firm. This affidavit shall be Notarized. (Standard Affidavit as per Annexure O-1)</p> <p>(ii) An undertaking that he is not blacklisted or debarred by Railways or any other Ministry / Department of Govt. of India 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.</p> <p>(iii) All other documents in terms of explanatory notes in clause 10 of the General Conditions of Contract, July 2020.</p>		
2	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 from participation in tender on the</p>		

		<p>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 (July 2020).</p>		
		(iii) All other documents in terms of explanatory notes in clause 10 of the General Conditions of Contract, July 2020.		
3	In case of a “Partnership Firm/Concern”	(i) Notary certified copy of the Partnership Deed.		
		(ii) Document(s) in support of Registration of firm with Registrar of firms viz. Registration certificate/ Form- A & Form-B/ Form C (as applicable) etc. issued by Registrar of firms.		
		(iii) Notarised Power of Attorney/authorization in favour of the individual signing the tender document (duly registered) and create liability against the Firm. (Standard Performa as per Annexure O-2)		
4	In case of a “JV Firm”	(i) Original/ copy of Memorandum of Understanding (MOU)/JV Agreement duly notarized in accordance with the Annexure K-1 to “Special 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.		
		(ii) Power of Attorney/authorization duly Notarised by all JV constituents, in favour of the individual signing the tender document on behalf of the JV. (Standard Performa as per Annexure O-3)		
4 (a)	In case one or more of the members of the JV	(i) Notary certified copy of the Partnership Deed and document(s) in support of		

	Firm is/are Partnership Firm(s), following documents shall be submitted:	registration of firm with registrar of firms viz. Registration certificate/ Form-A& Form-B/Form C (as applicable) etc. issued by registrar of firms;		
		(ii) Consent of all the partners to enter into the Joint Venture Agreement on a Stamp Paper of appropriate value. (Standard Performa as per Annexure O-4)		
		(iii) Power of Attorney (duly 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. (Standard Performa as per Annexure O-5)		
4 (b)	In case one or more of the members of the JV Firm is/are Proprietary Firm or HUF, following documents shall be submitted:	(i) A copy of notarized affidavit on Stamp Paper declaring 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. (Standard Affidavit as per Annexure O-6)		
4 (c)	In case one or more members of JV is/are Limited Companies, the following documents shall be submitted:	(i) Notary certified copy/ Original resolutions of the Directors of the Company, permitting the Company to enter into a JV agreement; (Standard Performa as per Annexure O-7)		
		(ii) Notarised Copy of Memorandum and Articles of Association of the Company duly registered as per prevailing law;		
		(iii) A copy of Authorization/copy of Power of Attorney issued by the Company (backed by the resolution of Board of Directors) in favour of the individual to sign the tender, sign MOU/JV Agreement on behalf of the company and create liability against the company (Standard Performa as per Annexure O-8).		

4 (d)	In case one or more members of JV is/are LLP firm, the following documents shall be submitted/uploaded	(i) A notarised copy of certificate of incorporation and LLP agreement		
		(ii) A notarised copy of resolution of the partners of LLP, permitting the LLP to enter into a JV agreement, authorising 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 (Standard proforma as per Annexure O-12)		
		(iii) A copy of authorisation/copy of power of attorney issued by the LLP (backed by resolution of partners) in favour of individual to sign the tender, sign MOU/JV agreement on behalf of the LLP and create liability against the LLP (Standard proforma as per Annexure O-13)		
5	In case of a “Company” registered under Companies Act-2013	(i) Copy of the AOA & MOA (Article of Association & Memorandum of Association) of the Company		
		(ii) A copy of Certificate of Incorporation		
		(iii) Notarised copy of Power of Attorney (Standard Performa as per Annexure O-9) by the Company (along with copy of the resolution of Board of Directors) (Standard Performa as per Annexure O-10) in favour of the individual signing the tender on behalf of the Company and create liability against the company.		
		(iv) An undertaking that the Company is not blacklisted or debarred by Railways or any other Ministry / Department of Govt. of India 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 the Company 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 (July 2020).		
		(v) All other documents in terms of explanatory notes in clause 10 of the General Conditions of Contract, July 2020.		
6	In case of a “Registered Society & Registered Trust”	(i) Notarised copy of the certificate of registration;		
		(ii) Notarised copy of Deed of formation; and		
		(iii) Notarised copy of Power of Attorney in favour of the individual to sign the tender documents and create liability against the Society/Trust.		
		(iv) All other documents in terms of explanatory notes in clause 10 of the General Conditions of Contract, July 2020.		
7	In case of a LLP	(i) Notarised copy of the LLP Agreement,		
		(ii) A copy of Certificate of Incorporation; and		
		(iii) A copy of Power of Attorney/Authorization issued by the LLP, in original/ notarised form, in favour of the individual to sign the tender on behalf of the LLP and create liability against the LLP. (Standard Performa as per Annexure O-11)		
		(iv) An undertaking that the LLP is not blacklisted or debarred by Railways or any other Ministry / Department of Govt. of India from participation in tender on the date of opening of bids, either in individual capacity or as a member of JV in which the LLP was / is a member. Concealment / wrong information in regard to above shall make the contract liable for determination under Clause 62 of the General Conditions of Contract (July 2020).		

		(v) All other documents in terms of explanatory notes in clause 10 of the General Conditions of Contract, July 2020.		
Other important documents				
7	Technical Eligibility Criteria:	Completion/Performance Certificate in support of 30%/40%/60% (as the case may be) for similar nature of work as per clause 2.3.2.A (v) of tender document.		
8	Financial Eligibility Criteria:	Contractual payment received as per detail at Annexure-I in form of Form-16A/26AS to judge the 150% payment received as per clause 2.3.2.A (vi) of tender document.		
9	Annexure-C	Declaration form regarding site etc.		
10	Annexure-D	Declaration regarding constitution of firm		
11	Annexure-E	Plant and Machinery		
12	Annexure-F	Engineers/Personnel		
13	Annexure-G	Works executed during last 7 years ending last day of the month previous to the one in which tender is opened		
14	Annexure-H	Works in Hand - in support of Credentials		
15	Annexure-I	Detail of Contractual Payment received in previous three financial years and the current financial year		
16	Annexure-J	Bank Detail/RTGS		
17	Annexure-L	Performa of Completion Certificate		
18	Annexure-M	Mandatory Affidavit to be submitted by tenderer along with the tender documents		
19	Annexure-N	DELETED		
20	Annexure-Q	Mandatory undertaking Regarding Employment/ Partnership of Retired Haryana Government Employees		
21	Annexure-R	Definitions		
22	Valid Electrical Contractor license of working upto 33KV	A copy of license issued by Government should be submitted		

(E) 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

**HARYANA RAIL INFRASTRUCTURE DEVELOPMENT
CORPORATION LIMITED**

TENDER NOTICE

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

S. No.	Name of work	Approx. Cost/ Earnest Money	Similar nature of work/ Period of completion	Cost of tender document/ E-service Fee
1	Name of Work: Shifting / modification of overhead electrical crossings including Supply, installation, testing and commissioning of overhead electrical power line crossing LT/HT upto 33 KV by underground cables and removal of other electrical infringement / utilities in connection with proposed Haryana Orbital Rail Corridor (HORC) from Manesar to Harsana Kalan in the state of Haryana	Approx. Cost: INR 8,63,18,480/- (Rupees Eight Crores Sixty three lakhs eighteen thousand four hundred and eighty only) Earnest Money: INR 5,81,600/- (Rupees five lakhs eighty one thousand and six hundred only)	Following works will be treated as of similar nature: - “Any Electrical work related to HT/LT installations.” Completion Period: 18 (Eighteen) months	Cost of tender document: INR 23,600/- only (Rupees Twenty Three thousand and six Hundred only including GST @ 18%) E-service Fee: INR 1,000/- (Rupees One thousand Plus 18% GST)

NOTE: TENDER/OFFER WITHOUT EARNEST MONEY WILL BE SUMMARILY REJECTED.

2.0 Critical Dates

Code	Activity	Date
D	Issue of Tender Notice on HRIDC website (i.e. www.hridc.co.in)	21.09.2020
D1= D+10	Availability of tender documents on e-procurement portal of Government of Haryana (i.e. www.etenders.hry.nic.in) and HRIDC website (i.e. www.hridc.co.in)	01.10.2020
	Site visit: The prospective tenderers may contact General Manager/ Projects/ HRIDC (Email: gmp@hridc.co.in) for further details.	

D2 = D1 + 13 days	Start of submission of offer on e-procurement portal i.e. https://etenders.hry.nic.in	14.10.2020
D3 = D2 + 7 days	<ul style="list-style-type: none"> • End of availability of tender documents at https://etenders.hry.nic.in • Opening of tender/ offer <p>Note: This is also the last date of uploading of completed offers by the bidders</p>	21.10.2020
The reference time for all the above activities is indicated in Table (A) of Top Sheet above.		
NOTE: 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.		

3.0 Eligibility Criteria

Only such tenderer(s) who satisfy the following eligibility criteria shall be considered: - The Contractor should have valid **Electrical Contractor License of working upto 33 KV** issued by Government. A copy of valid license should be submitted along with tender document. If **valid Electrical Contractor License of working upto 33 KV** is not submitted along with tender documents, then the offer will be summarily rejected.

3.1 Technical eligibility criteria:

3.1.1 The tenderer(s) must have successfully completed any of the following during last 07 (seven) years, ending last day of month previous to the one in which tender is opened:

- a. Three similar works, each costing not less than the amount equal to 30% of advertised value of the tender, or
- b. Two similar works, each costing not less than the amount equal to 40% of advertised value of the tender, or
- c. One similar work, each costing not less than the amount equal to 60% of advertised value of the tender.

3.1.2 Where, similar work means “**Any Electrical work related to HT/LT installations**”

Further, it may be kindly noted that the above work, if executed as part of any other single work, will also be considered eligible as similar work provided the value of that part of single work meets the minimum amount as mentioned in Clause 3.1.1 above.

Note for 3.1:

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 opening 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.

3.2 Financial eligibility criteria:

3.2.1 The tenderer(s) must have received contractual payments in the previous three (3) financial years and the current financial year up to the date of opening of the tender at least 150% of the advertised estimated value of the work in this tender. The tenderers shall submit Certificates to this effect which may be an attested Certificate from the concerned department/client and/or Audited Balance Sheet duly certified by the Chartered Accountant/ Certificate from Chartered Accountant duly supported by Audited Balance Sheet.

Note for 3.2.1: Client certificate from other than Govt Organization should be duly supported by Form 16A/26AS generated through TRACES of Income Tax Department of India.

3.3 Credentials if submitted in foreign currency shall be converted into Indian currency i.e., Indian Rupee as under:

The conversion rate of US Dollars into Rupees shall be the daily representative exchange rates published by the Reserve Bank of India for the relevant date. Where, relevant date shall be as on the last day of month previous to the one in which tender is opened. 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 opened, 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.

Notes for clause 3.1 to 3.3

1. In case a work is started prior to 07 (seven) years, ending last day of month previous to the one in which tender is opened, but completed in last 07 (seven) years, ending last day of month previous to the one in which tender is opened, the completed work shall be considered for fulfilment of credentials.
2. 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 fulfilment of credentials.
3. If a part or a component of work is completed but the overall scope of contract is not completed, this work shall not be considered for fulfilment of technical credentials even

- if the cost of part completed work/component is more than required for fulfillment of credentials.
4. In case a work is considered similar in nature for fulfillment of technical credentials, the overall cost of that work including PVC amount if any shall be considered and no separate evaluation for each component of that work shall be made to decide eligibility.
 5. The value of final bill including PVC amount-if paid, or otherwise in case final bill is pending the contract cost in last approved variation statement plus PVC amount paid or cumulative amount paid up to last on-account bill including PVC amount and statutory deductions whichever is less, shall be considered as the completion cost of work.
 6. 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 0.3×0.2 * 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.
 7. 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.
 8. In case of existing partnership firm if any other partner(s) joins 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.
 9. 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.
 10. 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.
 11. 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.

12. 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.
13. In case a tenderer is LLP, the credentials of tenderer shall be worked out on above lines similar to a partnership firm.
14. In case company A is merged with company B, then company B would get the credentials of company A also.

4.0 Validity of Offer: 120 days from the date of opening of Technical Bid (D3).

5.0 Submission of Tender Documents & Opening:

- 5.1 The tenders may be uploaded up to date D3 along with scanned copy of all the requisite document (as per Appendix 1& 2).
- 5.2 Technical Bids will be opened on Date D3 immediately after close of uploading of tenders.
- 5.3 Financial bids of the eligible tenderers would be opened subsequently on the date and time to be notified later on.
- 5.4 Tenderer may have to submit the original documents at short notice whenever asked by HRIDC at any stage of tender evaluation process or even after finalization of tender.
- 5.5 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.

6.0 Note for Tenderer(s):

6.1 Instructions regarding GST

- i) Works contracts shall be treated as supply of services as per Schedule–II GST Act.
- ii) GST Act and Rules issued from time to time by the Government/ concerned authorities shall be applicable
- iii) 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.

6.2 Tenderer(s) shall upload two packets/files: Packet-I/File-I and Packet-II/File-II

- i) **Packet-I/File-I** shall contain Technical bid and the scanned copies of all necessary documents regarding constitution of the firm and other requisite documents/credentials as per Annexures 1 and 2.
- ii) **Packet-II/File-II** shall contain the Financial Bid only and will be uploaded along with File-I/Packet-I on or before the tender opening date D3.

6.3 The cost of the Tender Documents is non-refundable and Tender Document is not transferable.

6.4 “JVs/ Consortiums/ MOUs shall be considered in accordance with approved tender conditions.”

(In case of New JV firm, technical criteria as specified vide clause 2.3.2(A)v(a)(i) of special tender conditions and instruction to Tenderer(s) should have to be fulfilled by Lead Member only and technical criteria as specified vide clause 2.3.2(A)v(a)(ii) of special tender conditions and instruction may be fulfilled by any member of Joint Venture).

6.5 The detailed e-tender notice is available on e-procurement portal of Government of Haryana i.e. <https://etenders.hry.nic.in>.

6.6 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.

6.7 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.

NOTE:

1. 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-P** (Instructions regarding electronic tendering system)
2. All other terms and conditions in respect of above tender are given in the tender document.
3. Only e-tenders will be accepted, and tenders submitted in any other form will be summarily rejected.
4. The tenderer(s) shall abide by the Indian Railways Standard General Conditions of Contract (July 2020), wherever applicable, in addition to the conditions mentioned in this tender document.

Deputy General Manager/ Projects
Haryana Rail Infrastructure Development Corporation Limited
SCO 17-19, 3rd Floor, Sector-17, Chandigarh

Appendix-1

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 2.1.2 (a) of tender document)	ONLINE MODE (no documentary proof required)	Summarily Rejected
2.	Earnest Money Deposit (in terms of Clause 3.0 of tender document)	ONLINE MODE Only (no documentary proof required)	Summarily Rejected
3.	Constitution of Firm documents (as required in terms of Clause 2.4 of the tender document)		As per Clause 2.4.1.1 of Special Tender conditions and Instruction to the tenderer, "After opening of the tender, any document pertaining to the constitution of the firm/ JV/ sole/ partnership firm/ company/ Society (as applicable), shall not be entertained/ considered under any circumstances and no claim or representation whatsoever from the tenderer in this regard shall be entertained". Note: If all the requisite documents pertaining to the constitution of the firm/JV/sole/partnership firm/company/Society etc., as specified in clause 2.4.1 below, are not submitted, offer will be considered as incomplete and shall be summarily rejected.
(A)	In case of Sole Proprietorship Firm	(i) Affidavit certifying the sole Proprietorship of the firm. This affidavit shall be notarized. (ii) An undertaking that he is not blacklisted or debarred by Railways or any other Ministry / Department of Govt. of India 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 (July 2020).	
(B)	In case of HUF	(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) An undertaking that the HUF is not blacklisted or debarred by Railways or any other Ministry / Department of Govt. of India 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 (July 2020).</p>	
(C)	In case of a “Partnership Firm/Concern”	<p>i) Notary certified copy of the Partnership Deed.</p> <p>ii) Document(s) in support of Registration of firm with Registrar of firms viz. Registration certificate/ Form-A & Form-B/ Form C (as applicable) etc. issued by Registrar of firms.</p> <p>iii) Power of Attorney (duly notarised) in favour of the individual signing the tender documents.</p>	
(D)	In case of a “JV Firm”	<p>(i) Original/ copy of MOU/JV Agreement duly notarized in accordance with the Annexure K-1 to “Special 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 Notarised by all JV constituents, in favour</p>	

		<p>of the individual signing the tender document on behalf of the JV;</p> <p>AND:</p>	
(D) (i)	In case one or more of the members of the JV Firm is/ are Partnership Firm(s), following documents shall be submitted:	<p>(i) Notary certified copy of the Partnership Deed and document(s) in support of registration of firm with registrar of firms viz. Registration certificate/ Form-A& Form-B/Form C (as applicable) etc. issued by registrar of firms;</p> <p>(ii) Consent of all the partners to enter into the Joint Venture Agreement on a Stamp Paper of appropriate value;</p> <p>(iii) Power of Attorney (duly 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.</p>	
(D) (ii)	In case one or more of the members of the JV Firm is/ are Proprietary Firm or HUF, following documents shall be submitted:	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.	
(D) (iii)	In case one or more members of JV is/ are Limited Companies, the following documents shall be submitted:	<p>(i) Notary certified copy/ Original resolutions of the Directors of the Company, permitting the Company to enter into a JV agreement;</p> <p>(ii) Notarised Copy of Memorandum and Articles of Association of the Company</p>	

		<p>duly registered as per prevailing law;</p> <p>(iii) Authorization/copy of Power of Attorney issued by the Company (backed by the resolution of Board of Directors) in favour of the individual to sign the tender, sign MOU/JV Agreement on behalf of the company.</p>	
(D) (iv)	In case one or more members of JV is/are LLP firm, the following documents shall be submitted/:	<p>(i) A notarised copy of certificate of incorporation and LLP agreement;</p> <p>(ii) A notarised copy of resolution of the partners of LLP, permitting the LLP to enter into a JV agreement, authorising 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</p> <p>(iii) A copy of authorisation/copy of power of attorney issued by the LLP (backed by resolution of partners) in favour of individual to sign the tender, sign MOU/JV agreement on behalf of the LLP and create liability against the LLP.</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) Power of Attorney (in original/ Notarised copy) by</p>	

		<p>the Company (along with copy of the resolution of Board of Directors) in favour of the individual signing the tender on behalf of the Company.</p> <p>(iv) An undertaking that the Company is not blacklisted or debarred by Railways or any other Ministry / Department of Govt. of India 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 the Company 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 (July 2020).</p>	
(F)	In case of a “LLP (Limited Liability Partnership)”	<p>(i) Notarised copy of the LLP Agreement;</p> <p>(ii) Copy of Certificate of Incorporation; and</p> <p>(iii) A copy of Power of Attorney/authorization issued by the LLP, in original/notarised form, in favour of the individual to sign the tender on behalf of the LLP and create liability against the LLP.</p> <p>iv) An undertaking that the LLP is not blacklisted or debarred by Railways or any other Ministry / Department of Govt. of India from participation in tender on the date of opening of bids, either in individual capacity or as a member of JV in which the LLP was/ is a member. Concealment/ wrong</p>	

		information in regard to above shall make the contract liable for determination under Clause 62 of the General Conditions of Contract (July 2020).	
(G)	In case of a Registered Society/ Registered Trust	(1) A copy of the Certificate of Registration; (2) Deed of Formation; (3) A copy of Power of Attorney in favour of the individual to sign the tender documents	

Appendix-2**Scanned copy of the Documents required to be uploaded along with offer**

S.No.	Document	Required in the form	If Not submitted along with the tender, then
1.	<u>Technical Eligibility Criteria</u> – Completion/Performance Certificate in support of 30%/ 40%/ 60% (as the case may be) similar nature of work as per clause 2.3.2.A(v) of tender document.	Copy	As per Note(ii) of para 7 of Check List and in the opening para of Covering Note: <i>“After opening of the tender, any document/ credential pertaining to the technical, financial eligibility and 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”</i>
2.	<u>Financial Eligibility Criteria</u> – Contractual payment received as per detail at Annexure-I in form of Form-16A/26AS to judge the 150% payment received as per clause 2.3.2.A(vi) of tender document.	Copy	
3.	Annexure-C Declaration form regarding site etc.)	Copy	Liable to be rejected
4.	Annexure-D Declaration regarding constitution of firm	Copy	Liable to be rejected
5.	Annexure-E (Plant and Machinery)	Copy	Liable to be rejected
6.	Annexure-F (Engineers/ Personnel)	Copy	Liable to be rejected
7.	Annexure-G (work executed in last seven years)	Copy	Liable to be rejected
8.	Annexure-H (Work in Hand)	Copy	For Credentials
9.	Annexure-I (Contractual Payment received)	Copy	Liable to be rejected
10.	Annexure-J (Bank Detail/ RTGS)	Copy	Liable to be rejected

11.	Annexure-L (Performa of Completion Certificate)	Copy	Liable to be rejected
12.	Annexure M Affidavit to be submitted by tenderer along with the tender documents	Copy	Summarily Rejected
13.	Annexure Q - Mandatory undertaking Regarding Employment/ Partnership of Retired Haryana Government Employees.	Copy	Summarily Rejected
14.	Valid Electrical Contractor license of working upto 33KV (as per Clause 3.0 of Tender Notice)	Copy	Summarily Rejected

COVERING NOTE**FOR THE SPECIAL ATTENTION OF THE TENDERERS**

1.0 The tenderers are requested to carefully peruse the Tender Documents **and upload all requisite documents/credentials along with the offer. Scanned copy of the documents uploaded by the tenderer shall be clear & readable. Documents submitted/uploaded previously or along with another tender currently under consideration SHALL NOT be considered while evaluating the present tender.**

2.0 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-C**.

3.0 Further, offered rates should be filled up in the BoQ at specified space i.e. Financial bid sheet. Rates offered in any other Proforma/Form shall be summarily rejected.

4.0 DELETED**5.0 Two Packet System.**

5.1 The tender uploaded by the tenderer(s) will consist of TWO Packets/Files i.e. Packet-I/File-I and Packet-II/File-II.

5.2 **“Packet-I/File-I” – Technical Bid** will be opened immediately after close of uploading of tender i.e. 21.10.2020 at 03:00 PM. This Bid shall contain (a) Tender form (First sheet), (b) Special Tender Conditions and Instructions to tenderer/s and (c) Special conditions relating to site data, specification and Special conditions of Non-Schedule Items. This Bid shall contain all the documents as listed in Appendix-1 & Appendix-2 of Tender Notice, Para (D) of Top Sheet and the Covering note. Tenderers are requested to ensure that all such documents and Annexures duly filled in are uploaded, complete in all respects with their Packet-I/File-I failing which his/their offer is likely to be rejected/summarily rejected, as applicable.

5.3 Packet II/File II-FINANCIAL BID (SECOND PACKET) 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. Rates offered in any other Proforma/Form shall be summarily rejected.

6.0 Tender Document shall be uploaded along with the following documents:

- (i) Earnest Money (EMD), Cost of Tender Document and E-service fees ONLINE MODE
- (ii) All other mandatory documents as listed in the document

7.0 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 seek any clarification on the documents/credentials already submitted by the tenderer along with the offer.

7.1 Tenderer should keep the validity of their offer for 120 days. Any deviation from this will not be accepted under any circumstances.

8.0 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.

9.0 In E-tender, all submissions of documents are to be uploaded on e-procurement portal indicated in this tender document. 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.

10.0 Each page of the tender papers will be treated as signed/ accepted by the tenderer(s) or such person(s) on his/their behalf who is/are legally authorized to sign for him/them.

11.0 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.

12.0 Prospective tenderer(s) may contact **General Manager/Projects, Haryana Rail Infrastructure Development Corporation 5th Floor, RailTel Tower, Plot No. 143, Sector 44, Gurugram, Haryana, 122003** for obtaining further clarifications, if required, **during the working hours.**

HARYANA RAIL INFRASTRUCTURE DEVELOPMENT CORPORATION LIMITED

TENDER FORMS (FIRST SHEET)

Tender no: HRIDC/HORC/Utility-147/2020

Name of work: Shifting / modification of overhead electrical crossings including Supply, installation, testing and commissioning of overhead electrical power line crossing LT/HT upto 33 KV by underground cables and removal of other electrical infringement / utilities in connection with proposed Haryana Orbital Rail Corridor (HORC) from Manesar to Harsana Kalan in the state of Haryana

To,

The Managing Director,

Haryana Rail Infrastructure Development Corporation Limited

SCO-. 17-19, 3rd Floor, Sector-17A, Chandigarh

E-mail: hride2017@gmail.com

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 120 (One hundred twenty) days from the date fixed for opening the same and in default thereof, I/We will be liable for forfeiture of my/our "Earnest Money". I/We offer to do the work "*Shifting / modification of overhead electrical crossings including Supply, installation, testing and commissioning of overhead electrical power line crossing LT/HT upto 33 KV by underground cables and removal of other electrical infringement / utilities in connection with proposed Haryana Orbital Rail Corridor (HORC) from Manesar to Harsana Kalan in the state of Haryana*" 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 **18 (Eighteen) 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 (July 2020)**, with all correction slips up-to-date and to carry out the work according to the Special Tender Conditions of Contract and Specifications of materials and works as laid down by Railway in the annexed Special Conditions/Specifications, Schedule of Rates with all correction slips up to-date for the present contract.
3. A sum of **INR 5,81,600/-** (Rupees five lakhs eighty one thousand and six hundred only) has already been deposited online as Earnest Money. Full value of the Earnest Money shall stand

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.

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

5. We are a 100% Govt. owned PSUs and hence exempted from payment of Earnest Money

6. We are a Labour Cooperative Society and our Registration No. is withand hence required to deposit only 50% of Earnest Money.

7. 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.

Our bank account no. for the purpose of refund of EMD is (Account no./ name of the A/c holder, other details of NEFT/RTGS).

Signature of Witnesses:

(1)

(2)

.....

Signature of Tenderer(s)

Date.....

Address of the Tenderer(s)

(Complete postal address)

**HARYANA RAIL INFRASTRUCTURE DEVELOPMENT
CORPORATION LIMITED**

SPECIAL TENDER CONDITIONS AND INSTRUCTION TO TENDERER(S)

1.0	<u>DETAILS OF WORKS:</u>
	Tenders are invited for the work “AS ON TOP SHEET”
2.0	<p><u>TENDER DOCUMENTS:</u> One set of complete tender documents contains the following:</p> <p>Packet I – Technical Bid It will consist of Top sheet, Tender Notice, Addendum/Corrigendum, if any, Covering Note, Tender form (first sheet), Special Tender Conditions and Instructions to the Tenderers along with related Annexures, Special Conditions related to Site Data and Specifications along with related Annexures. These must be uploaded along with all mandatory documents/credentials as directed in Para (C) of Top Sheet as well as document listed in Para 3.1 of the Covering Note.</p> <p>Packet II – Financial Bid It will contain the Schedule of Items and Quantities with provision for quoting of rates by tenderers.</p>
2.1	<u>SUBMISSION OF TENDERS:</u>
2.1.1 (a)	<p>The offer is to be uploaded online from 14.10.2020 at 03:00 PM (D2) to 21.10.2020 upto 02:00 PM (D3) along with scanned copy of all the requisite documents (as per Appendix 1 & 2 of Tender Notice).</p> <ul style="list-style-type: none"> • 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. • In E-tender, all submissions of documents are to be uploaded on the e-procurement portal of Government of Haryana i.e. https://etenders.hry.nic.in. 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.

(b)	<p>Packet-I/File-I (Technical Bid) The Packet-I/File-I (Technical Bid) along with requisite details as mentioned in para (B) shall be uploaded/attached with all the documents as mentioned in Para (C) of Top Sheet/Appendix-1&2 of tender notice in support of their eligibility.</p>
(c)	<p>Packet II/File-II – Financial Bid The Packet-II/File-II (Financial Bid) containing the Schedule of Items and Quantities with provision for quoting of rates by tenderers in Financial bid sheet.</p>
(d)	<p>Care in submission of tender</p>
(i)	<p>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 (July 2020) for the completion of works to the entire satisfaction of the Engineer.</p>
(ii)	<p>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. Tenderer’s will ensure that full benefit of Input Tax Credit (ITC) likely to be availed by them is duly considered while quoting rates.</p>
(iii)	<p>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.</p>
(iv)	<p>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.</p>
2.1.2	<p>Cost of Tender Documents (a) Tender Documents will be available on the e-procurement portal https://etenders.hry.nic.in from 01.10.2020 at 03:00 PM (D1) to 21.10.2020 upto</p>

	<p>02:00 PM (D3). The cost of Tender Document will have to be deposited ONLINE. The cost of tender document is Rs.23,600/- (Twenty three thousand and six hundred) only including GST@18%. This should be paid separately and not included in the Earnest Money of tender.</p> <p>(b) However, for service contracts, MSEs registered with District Industries Centres, Khadi and Village Industries Commission, Khadi and Village Industries Board, Coir Board, National Small Industries Corporation, Directorate of Handicraft and Handloom, Any other body specified by Ministry of MSME, shall be supplied such tender document free of cost on confirmation (Xerox Copy) of their evidence to this effect.</p>
2.1.3	<p>The Tender Documents, consisting of TWO Packets/Files i.e., Packet-I/File-I (TECHNICAL BID) and the Packet-II/File-II (FINANCIAL BID), shall be uploaded up to 21.10.2020 upto 02:00 PM. The Packet-I/File-I (Technical Bid) will be opened immediately after closing of uploading of tender i.e. 21.10.2020 at 03:00 PM. Technical details and commercial conditions read out in the presence of such tenderer(s) as is/are present. The time, date and venue of opening of Packet-II/File-II (Financial Bids) shall be notified to successful tenderer(s) after evaluation of Packet-I/File-I (Technical Bids). The offer shall be uploaded along with scanned copy of all the requisite document (as per Appendix 1 & 2 of Tender Notice). 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.</p>
2.2	<p><u>COMPLETION OF TENDER DOCUMENTS:</u></p>
2.2.1	<p>The tenderer(s) shall quote his single percentage rate in financial bid sheet against Bill of Quantities (Packet-II, Financial Bid). Every possible fluctuation, in the rate of labour, material and general commodities, and other possibilities of each and every kind which may affect the rates, should be considered and kept in view before quoting the rates and no claim on this account shall be entertained by HRIDC under any circumstances except the price escalation payable as per price variation clause, if any, provided separately in the tender documents.</p>
2.2.2	<p>The rate should be quoted in percentage only in Financial bid sheet. However, the quoted percentage rate against BoQ will automatically be converted into total quoted amount in figures and words in Financial Bid sheet.</p> <p>In case, the tenderer(s) quote/s multiple rates*, the offer will be treated as incomplete and shall be summarily rejected.</p>

	<p>Rebate if any, one single rebate over entire Tender schedule shall be considered.</p> <p>*Multiple Rates - in case tenderer/s quote selective rebate on any individual item(s) of NS items, the same will be treated as multiple rate and their offer will be summarily rejected.</p> <p>If a tenderer does not quote rate/rates in the format as specified in this tender document i.e. Financial bid sheet (Package II/File-II- Financial Bid), the offer will be treated incomplete and summarily rejected.</p>
2.2.3	<p>Each page of the tender papers will be deemed to be signed/ accepted by the tenderer(s) or such person(s) on his/their behalf who is/are legally authorized to sign for him/them.</p>
2.2.4	<p>The rates, rebates and/or other financial terms, if any, quoted by tenderer in the relevant fields of the Financial Bid page will only be the ruling terms for deciding the inter-se ranking, and any such condition having financial repercussions, if quoted by them anywhere else including attached documents shall not be considered for deciding inter-se ranking.</p>
2.2.5	<p>Additional conditions or stipulations, if any, must be made by the tenderer/s in a covering letter with the tender. HRIDC reserves the right not to consider conditional tenders and reject the same without assigning any reason. Only those additional conditions which are explicitly accepted by HRIDC shall form part of the contract.</p>
2.2.6	<p>An affidavit is required to be uploaded/submitted by all tenderers (as given in Annexure-M). Based on this affidavit, Tender Committee will deliberate and decide eligibility of tenderers for first packet. However, the suitability/eligibility of shortlisted tenderers will be provisional and same shall be subject to verification of their credentials from the issuing authority.”</p> <p>Second packet (Finance Bid) of only eligible tenderers will be opened and relevant documents of lowest eligible tenderer will be got verified.</p> <p>If contents in documents uploaded/submitted by tenderers are found to be incorrect/false, action will be taken against such tenderers as per provisions contained in Affidavit submitted by them as Annexure-M. In such eventuality, next lowest eligible tenderer/offer will be considered.</p>

2.2.7	If the Tenderer(s) fail to submit the Affidavit as prescribed in clause 2.2.6 above along with his/their offer shall be considered incomplete and will be summarily rejected.
2.2.8	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.
2.2.9	In E-tender, all submissions of documents are to be uploaded on the e-procurement portal https://etenders.hry.nic.in . 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.
2.2.10	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.
2.2.11	The works are required to be completed within a period of 18 months from the date of issue of acceptance letter.
2.2.12	<p>Employment/Partnership, etc. of Retired Haryana Government Employees: Should a Tenderer</p> <p><u>i)</u> 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 Haryana Government, OR</p> <p><u>ii)</u> being partnership firm/ company/ joint venture (JV)/ registered society/ registered trust etc have as one of its partners a retired Engineer of the gazetted rank or any other gazetted officer working before his retirement in Haryana Government, OR</p> <p><u>iii)</u> being an incorporated company have any such retired Engineer of the gazetted rank or any other gazetted officer working before his retirement in Haryana Government as one of its directors</p> <p style="text-align: center;">AND</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;">THEN</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 Haryana Government, duly authorized by him in this behalf, shall be clearly stated in writing at the time of submitting the tender. Tenders without the above information referred to or a statement to the effect that no such retired Engineer or retired gazetted officer is so associated with the Tenderer, as the case may be, shall be rejected.</p> <p><u>Note:</u> The undertaking for the above shall be submitted as per Annexure-Q</p>
2.3	<u>CREDENTIALS TO BE UPLOADED/SUBMITTED ALONG WITH TENDER DOCUMENTS:</u>
2.3.1	Tenderer(s) should upload documents and certificates to show that he/they has/have satisfactorily carried out works of the type involved in the construction of the work being tendered for. He/they should also produce proof of the satisfaction of HRIDC of his/their technical ability and financial stability to undertake the work of the magnitude tendered for.
2.3.2	The tenderer(s) shall upload with his/their tender a list of serviceable machinery, tools and plants, equipment and vehicles he/they has/have in hand for executing the work & those, he/they intends/intend to purchase.
2.3.2 (A)	The tenderer(s) must upload along with his/their tenders:
(i)	Statement showing similar works executed by him/them
(ii)	Certificates of successful completion of his/their work
(iii)	A statement of all payments received against all successfully completed work/ works in progress of all types (not necessarily similar in type to work in this tender) indicating the Organizations/Units from which the payments have been received. Necessary certificates in this regard, from the authorities who made the payments, for 3 (three) preceding financial years and the current financial year up to the date of opening of the tender should be uploaded, duly self-attested.

(iv)	A list of their Engineering Organization and equipment, construction Tools and Plants available with them.
(v)	Technical Eligibility Criteria
(a)	The Contractor should have valid Electrical Contractor License of working upto 33 KV issue by Govt. and submit along with tender document. If valid Electrical Contractor License of working upto 33 KV is not submitted along with tender documents, then the offer will be summarily rejected.
(b)	<p>“As a proof of technical experience/competence, the tenderer(s) must have successfully completed any of the following during last 07 (seven) years, ending last day of the month previous to the one in which tender is opened:</p> <ol style="list-style-type: none"> a. Three similar works, each costing not less than the amount equal to 30% of advertised value of the tender, or b. Two similar works, each costing not less than the amount equal to 40% of advertised value of the tender, or c. One similar work, each costing not less than the amount equal to 60% of advertised value of the tender.
(c)	<p><u>Similar Nature of Work:</u> “Any Electrical work related to HT/LT installations”.</p> <p><i>Further, it may be kindly noted that the above work, if executed as part of any other single work, will also be considered eligible as similar work provided the value of that part of single work meets the minimum amount as mentioned in Clause 2.3.2(A) (v) (b) above.</i></p>
	<p><u>Note for (v) (b):</u> 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 opening 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.</p> <p>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</p>

	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.
(d)	The following will be applicable in evaluating the eligibility:
(i)	Similar nature of work physically completed within the qualifying period i.e., the last 07 (seven) years, ending last day of the month previous to the one in which tender is opened (even though the work might have commenced before the qualifying period) should only be considered in evaluating the eligibility criteria.
(ii)	<p>The total value of similar nature of work completed during the qualifying period and not the payments received within qualifying period alone, should be considered. In case, the final bill of similar nature of work has not been passed and final measurements have not been recorded; the paid amount including statutory deductions is to be considered. If final measurements have been recorded and work has been completed with negative variation, then also the paid amount including statutory deductions is to be considered.</p> <p>However, if final measurements have been recorded and work has been completed with positive variation, but variation has not been sanctioned, original agreement value or last sanctioned agreement value whichever is lower should be considered for judging eligibility.</p>
2.3.2 (A) (vi)	<p><u>Financial Eligibility Criteria:</u></p> <p>As a proof of sufficient financial capacity and organizational resources, the tenderer(s) must have received contractual payments in the previous three (3) financial years and the current financial year up to the date of opening of tender, at least 150% of the advertised estimated value of the work in this tender. The tenderers shall submit Certificates to this effect which may be an attested Certificate from the concerned department/client and/or Audited Balance Sheet duly certified by the Chartered Accountant/Certificate from Chartered Accountant duly supported by Audited Balance Sheet.</p> <p><i>Note: Client certificate from other than Govt Organization should be duly supported by Form 16A/26AS generated through TRACES of Income Tax Department of India.</i></p>
(vii)	Completion Certificate/Experience Certificate issued by Competent Authority in favour of tenderer duly stating Name & Final cost of the Work, Date of Completion etc. as per Annexure-L must be uploaded along with the offer.

(viii)	The tenderer(s) shall submit a statement of contractual payments received during the last three financial years and current year on the prescribed Performa as detailed at Annexure-I . The details shall be based on the Form 16-A issued by employer i.e., the certificate of deduction of tax at source under Section 203 of the Income Tax Act, 1961 & Form 26-AS issued by Income tax department. Self-attested photocopies of the form 16-A/ form 26AS shall be enclosed in support of the above. HRIDC may invite the tenderer for online verification of Form 26AS.
(ix)	If a tenderer(s) has completed a work of similar nature where cement and steel was issued by the Department free of cost, tenderer(s) must upload the completion certificate indicating cost of these materials and total cost of the work (including cost of cement/steel) shall be considered to decide eligibility or otherwise.
(x)	The overall financial soundness of the tenderer(s) will be evaluated based upon the volume of the work handled, Turn over, Balance Sheet etc. Tenderer(s) will accordingly furnish these particulars for the last 3 (three) years (i.e. Current year and Three Previous Financial Years) duly supported by latest audited results/Balance Sheets.
(xi)	Tenderer(s) has to satisfy the eligibility criteria for technical capability and competence as well as for financial capacity and organizational resources.
(xii)	If the tenderer(s) is a JV/Consortium, each partner of JV/Consortium should have good credentials and the JV/Consortium should meet the technical and financial eligibility criteria as per the guidelines given in Annexure K & K-1 .
(xiii)	If the tenderer(s) is a Partnership Firm, the conditions and the technical & financial eligibility criteria will be applicable as per guidelines given in Annexure K-2 .
2.4	<u>CONSTITUTION OF THE FIRM:</u>
2.4.1	<p>The tenderer(s) must necessarily upload/submit the legal documents on or before closing of uploading of tender, pertaining to the constitution of their Concern as applicable, along with the tender, as enumerated below. Tender Documents in such cases are to be signed by such persons as may be legally competent to sign them on behalf of their Concern.</p> <p>The tenderer(s) shall give full details of the constitution of the Firm/JV/Company/Society etc. in the “Top Sheet” as well as in “Annexure-D” to “Special Tender Conditions and Instructions to Tenderers” of Tender Document and must submit the following documents, without fail: -</p>

(A)	<u>Sole Proprietorship Firm:</u>
	If the tender is uploaded on behalf of a “Sole Proprietorship” Concern, the tenderer must submit affidavit certifying the sole Proprietorship of the firm. This affidavit shall be notarized. Firm shall provide all details of firm in the Annexure-D on or before close of uploading of tender.
(B)	<u>Partnership Firm:</u>
	<p><u>For All Type of Works Tenders.</u></p> <p>If the tender is uploaded on behalf of a “Partnership firm/concern”, The Partnership Firm should be registered with Registrar of firms before the date of opening of tender. The tenderer must submit along with the offer:</p> <ol style="list-style-type: none"> 1. Notary certified copy of the Partnership Deed. 2. Document(s) in support of Registration of firm with Registrar of firms viz. Registration certificate/ Form-A& Form-B/Form C (as applicable) etc. issued by Registrar of firms. 3. Power of Attorney/authorization in favour of the individual signing the tender document duly Notarised. (Alternatively, authorisation given in the partnership deed shall also be accepted). 4. All details of Firm must be provided in Annexure D <p>The tenderer must upload at the time of tendering & submit above documents on or before close of uploading of tender.</p>
(C)	<u>Joint Venture (JV):</u>
	If the tender is uploaded on behalf of a JV, the tenderer must upload/submit along with the tender on or before close of uploading of tender.
(1)	Original/ copy of MOU/JV Agreement duly notarized in accordance with the Annexure K-1 to “Special 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.
(2)	Power of Attorney/authorization duly Notarised by all JV constituents, in favour of the individual signing the tender document on behalf of the JV; and

(3)	In addition, following documents must be uploaded/submitted by the JV firms along with the tender:
(i)	In case one or more of the members of the JV firms is /are partnership firm(s), following documents shall be uploaded/submitted.
(a)	<ul style="list-style-type: none"> i) Notary certified copy of the Partnership Deed. ii) Document(s) in support of registration of firm with registrar of firms viz. Registration certificate/ Form-A& Form-B/Form C (as applicable) etc. issued by registrar of firms
(b)	Consent of all the partners to enter into the Joint Venture Agreement on a Stamp Paper of appropriate value.
(c)	Power of Attorney/authorization duly Notarised in favour of one of the partners of the Partnership Firm to sign the JV MOU/Agreement on behalf of the Partnership Firm and create liability against the Firm.
(ii)	In case one or more members of JV is/are Proprietary Firm or HUF, the following documents shall be uploaded/submitted: 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.
(iii)	In case one or more members of JV is/are Limited Companies, the following documents shall be submitted/uploaded:
(a)	Notary certified copy/Original 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)	Notarised Copy of Memorandum and Articles of Association of the Company duly registered as per prevailing law.
(c)	Power of Attorney (in original/notarised copy) by the Company, authorizing the person to do/act on behalf of the Company as mentioned in the Para (a) above.

(D)	<u>Company registered under Companies Act-2013:</u>
	If the tender is uploaded on behalf of a Company registered under Companies Act-2013, the tenderer must submit/upload along with the tender the following documents on or before close of uploading of tender:(1) Copy of the MOA (Memorandum of Association) of the Company; (2) POA Power of Attorney (in original/Notarised copy) by the Company (along with copy of the resolution of Board of Directors) in favour of the individual signing the tender on behalf of the Company.
(E)	<u>Registered Society & Registered Trust:</u>
	If the tender is submitted on behalf of a Society, the tenderer must submit on or before close of uploading of tender, (1) Notarised copy of the certificate of registration; (2) Notarised copy of Deed of formation; and (3) Power of Attorney, in original/ notarised , in favour of the tender signatory.
(F)	<u>LLP (Limited Liability Partnership):</u>
	If the tender is submitted on behalf of a LLP registered under LLP Act-2008, the Tenderer shall submit along with the tender- (i) a copy of LLP Agreement, (ii) a copy of Certificate of Incorporation; and (iii) a copy of Power of Attorney/Authorisation issued by the LLP in favour of the individual to sign the tender on behalf of the LLP and create liability against the LLP.
2.4.1.1	<p>After opening of the tender, any document pertaining to the constitution of the <i>firm/JV/sole/ Partnership firm/ Company/LLP/ Society</i> (as applicable), shall not be entertained/considered under any circumstances and no claim or representation whatsoever from the tenderer in this regard shall be entertained.</p> <p>No change in the constitution of the <i>firm/ JV/ sole/ Partnership firm/ Company/ LLP/ Society</i> shall be permitted after opening of the tender except where necessitated due to the operation of succession law.</p> <p>Note: If all the requisite documents pertaining to the constitution of the <i>firm/JV/sole/partnership firm/company/LLP/Society</i> etc., as specified in clause 2.4.1 above, are not submitted, offer will be considered as incomplete and shall be summarily rejected.</p>
2.4.2	(a) If the tenderer expires after the submission of his tender or after the acceptance of his tender, HRIDC shall deem such tender/contract as cancelled, if a partner of firm

	<p>expires after the submission of their tender, HRIDC shall deem such tender as cancelled unless the firm retain its character.</p> <p>(b) If the Contractor's firm is dissolved on account of death, retirement of any partners or for any reason what-so-ever before fully completing the whole work or any part of it, undertaken by the principal agreement the surviving partners shall remain jointly/severally and personally liable to complete the whole work to the satisfaction of HRIDC due to such dissolution. The amount of such compensation shall be decided by General Manager/Projects, Haryana Rail Infrastructure Development Corporation, 5thFloor, Railtel Tower, Plot No. 143, Sector 44, Gurugram, Haryana, 122003 and his decision in the matter shall be final and binding on the Contractor.</p> <p>(c) The cancellation of any documents such as power of attorney, partnership deed etc., shall forth be communicated to HRIDC in writing, failing which HRIDC shall have no responsibility or liability for any action taken on the strength of the said documents.</p> <p>(d) The value of contract and the quantities given in the attached schedule of NS items, rates and quantities are approximate and are given only as a guide. These are subject to variations/additions and omission. The quantum of work to be actually carried out shall not form the basis of any dispute regarding the rates to be paid and shall not give rise to claim for compensation on account of any increase or decrease either in the quantity of in the contract value.</p>
2.5	<u>INCOME TAX DEDUCTION:</u>
2.5.1	Under Section 194-C of the Income Tax Act 1961, deduction of 2% plus surcharge as applicable on Income Tax will be made for sums paid for carrying out the work under this contract. In case of supply contract for ballast, deduction of 2% (Two percent) Income tax will be made for the sums paid for labour portion only (i.e., loading, unloading, stacking, measurement and laying etc.).
3.0	<u>EARNEST MONEY</u>
3.1	<p>The tender must be accompanied by a sum of INR 5,81,600/- (Rupees Five lakhs Eighty one thousand and Six hundred only) i.e for works estimated to cost more than 1 crore - Rs 2 lakh plus 1/2% (half percent) of the excess of the estimated cost beyond 1 crore, subject to a maximum of 1 crore, (as indicated in Tender Notice) as Earnest Money in the manner prescribed in Para 3.2 failing which the tender shall be summarily rejected.</p> <p><u>Note:</u></p> <p>i) The Earnest Money shall be rounded off to the nearest INR 100. This earnest money shall be applicable for all the modes of tendering.</p>

	<p>ii) Any firm recognized by Department of Industrial Policy and Promotion (DIPP) as ‘Start-ups’ shall be exempted from payment of earnest money deposit detailed above.</p> <p>iii) 100% Govt. owned PSUs shall be exempt from payment of earnest money deposit detailed above.</p> <p>iv) Labour Cooperative Societies shall deposit only 50% of above earnest money deposit detailed above.</p> <p><u>Additional note:</u> For service contracts, MSEs registered with District Industries Centres, Khadi and Village Industries Commission, Khadi and Village Industries Board, Coir Board, National Small Industries Corporation, Directorate of Handicraft and Handloom. Any other body specified by Ministry of MSME, shall be exempted from payment of minimum EMD detailed above. * Further, registered MSEs IN TERMS OF Ministry of MSME’s notification No. 503 are exempted from Earnest Money Deposit.</p>
3.1.1	Labour Co-operative is required to deposit only 50% of the Earnest Money as referred to clause 3.1 above.
3.1.2	<p>The tenderer(s) shall keep the offer open for a period of 120 days from the date of opening of the tender in which period tenderer(s) cannot withdraw his/their offer subject to period being extended further, if required, by mutual agreement from time to time. It is understood that the Tender Documents have been sold/issued to the tenderer(s) and tenderer(s) is/are being permitted to in consideration of stipulation on his/their part that after submitting his/their offer, he/they will not resile from his/their offer or modify the terms and conditions thereof in a manner not acceptable to HRIDC. Should the tenderer(s) fail to observe/to comply with the foregoing stipulation or fail to undertake the contract after acceptance of his/their tender, the entire amount deposited as Earnest Money for the due performance of the stipulation and to keep the offer open for the specified period, shall be forfeited to HRIDC.</p> <p>If the tender is accepted, the requisite amount of Earnest Money referred to in Clause 3.1 above will be retained as initial Security Deposit for due and faithful fulfilment of the contract. The Earnest Money of unsuccessful tenderer(s) will, save as herein before provided be returned to the unsuccessful tenderer(s) within a reasonable time, but HRIDC shall not be responsible for any loss or depreciation that may happen to the Earnest Money for the due performance of the stipulation and to keep the offer open for the period stipulated in the Tender Documents while in HRIDC’s possession nor will be liable to pay interest thereon.</p>
3.2	The Earnest Money of the requisite amount referred to in Clause 3.1 above is required to be deposited ONLINE only. Due to Technical limitations of E-tender portal of

	<p>Haryana Govt, acceptance of EMD through BG/ST has been marked as yes but it should be noted that this is not applicable in this case. Hence only ONLINE SUBMISSION OF EMD is allowed.</p> <p>Note:</p> <ol style="list-style-type: none"> 1. Tenders uploaded/submitted with Earnest Money in any form other than those specified above shall not be considered. 2. Any request for recovery from outstanding bills for Earnest Money against present tender will not, under any circumstances, be entertained. 3. No interest will be payable on the Earnest Money and Security Deposit or the amount payable to the Contractor under the contract.
4.0	<u>ACCEPTANCE OF TENDER</u>
4.1	<ol style="list-style-type: none"> i) If the tenderer(s) deliberately gives wrong Information/ credentials/ documents in his/their tenders and thereby create(s) circumstances for acceptance of his/their Tender, HRIDC reserves the right to reject such tender at any stage, besides, shall suspend the business for up to 3 (three) years. ii) If on verification of credentials, at the evaluation stage, it is found that the tenderer has submitted forged/fake documents in support of his offer, his Earnest Money Deposit shall be forfeited besides suspending business with him/them for up to 3 (three) years.
4.2	<p>The authority for acceptance of the Tenders rests with Managing Director (HRIDC)/ Director (HRIDC)/ Designated Competent Authority, as the case may be, who does not undertake to assign reasons for declining to consider any particular tender or tenders. He also reserves the right to accept the tender in whole or in part or to divide the tender amongst more than one tenderer if deemed necessary.</p>
4.3	<p>The successful tenderer/s shall be required to execute an agreement with the HRIDC for carrying out of the work as per agreed conditions. The cost of stamp for the agreement will be borne by HRIDC.</p>
4.3.1	<p>The Contractors operations and proceedings in connection with the works shall at all times be conducted during the continuance of contract in accordance with the laws, ordinance, rules and regulations for the time being in force and the Contractor shall further observe and comply with the bye-laws and regulations of the Govt. of India, State Govt. and of Municipal & other authorities having jurisdiction in connection with the works or site over operations such as these are carried out by the Contractor/s and shall give all notice required by such bye-laws and regulations. The Hospital and</p>

	medical regulations in force for the time being shall also be complied with by the Contractor/s and his workmen.
4.3.2	The Contractor shall be responsible for the observance of the rules and regulations under the mines act and mineral rules and Indian Metallurgical rules and regulations of State/Central Govt. concerned as amended from time to time.
4.3.3	Contractor shall at all times keep the HRIDC administration indemnified against all penalties that may be imposed by the Govt. of India or State Govt. for infringements or any of the clauses of the mines act and rules made there under in respect of quarries from which the ballast for these works is procured.
4.4	The tenderer/s shall not increase his/their rate in case the HRIDC Administration negotiates for reduction of rates. Such negotiations shall not amount to cancellation or withdrawal of the original offer and rates originally quoted will be binding on the tenderer/s.
4.5	The tenderer/s shall submit an analysis of rates if called upon to do so.
4.6	Non-compliance with any of the conditions set forth herein is liable to result in the tender being rejected.
4.7	<u>Variation in quantity</u>
4.7.1	Unless otherwise specified in the special conditions of the contract, the accepted variation in quantity of each individual item of the contract would be up to 25% of the quantity originally contracted, except as mentioned in the Special Variation Clause (Clause 4.7.3.4)
4.7.2	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 up to the limit of 25% variation in quantity of individual item of works.
4.7.3	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:
4.7.3.1	Quantities operated in excess of 125% but up to 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;

4.7.3.2	Quantities operated in excess of 140% but up to 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;
4.7.3.3	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.
4.7.3.4	<p><u>Special variation conditions: -</u></p> <p>Quantities of 11 KV 3 core 185 sq.mm AL XLPE ‘E’ , 11 KV 3 core 300 sq.mm AL XLPE ‘E’ cables and Heat shrinkable end joint boxes for sizes of 11 KV 3 core 185 sq.mm & 11 KV 3 core 300 sq.mm cables are tentative and final quantities will be based on the drawings to be finalised under item No. NS-1 of BOQ.</p> <p>Quantities of item no. NS-40 & NS-41 are tentative. For the purpose of variation, the quantities of item no. NS-40 & NS-41 will be considered together i.e. quantity variation will be apply on total quantity of 21400 m and there can be variation of any extent in individual items i.e. NS-40 & NS-41.</p> <p>Similarly, the quantities of item no. NS-21 & NS-22 are also tentative and for the purpose of variation the quantities for Heat shrinkable end joint boxes of item no. NS-21 and NS-22 for 11 KV 3 core 185 sq.mm AL XLPE ‘E’ and 11 KV 3 core 300 sq.mm AL XLPE ‘E’ cable sizes will be considered together i.e. quantity variation will be apply on total quantity of 328 no’s and there can be variation of any extent in individual items i.e. NS-21 & NS-22.</p>
4.7.3.5	<p><u>Variation to quantities of Minor Value Item:</u></p> <p>The limit for varying quantities for minor value items shall be 100% (as against 25% prescribed for other items). <i>A minor value item for this purpose is defined as an item whose original agreement value is less than 1% of the total original agreement value.</i></p> <ol style="list-style-type: none"> a) Quantities operated up to 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; b) 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; c) 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.

4.7.4	In case of earthwork, the variation limit of 25% shall apply to the gross quantity of earthwork and variation in the quantities of individual classifications of soil shall not be subject to this limit.
4.7.5	In case of foundation work, no variation limit shall apply, and the work shall be carried out by the Contractor on agreed rates irrespective of any variation.
4.7.6	As far as SOR items are concerned, the limit of 25% would apply to the value of SOR schedule as a whole and not on individual SOR items. However, in case of NS 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).
4.7.7	<p><u>Rates for Extra Items of Works:</u> Any item of work carried out by the Contractor on the instructions of the Engineer which is not included in the accepted Schedules of Rates shall be executed at the rates set forth in the "Schedule of Rates of Railway" modified by the tender percentage, and for such items not contained in the latter, at the rate agreed upon between the Engineer and the Contractor before the execution of such items of work and the Contractors 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 Schedule of Rates does not include rate or rates for the 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 Railway 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 items shall be arrived at based on the prevailing rates and by taking guidance from the following documents in order of priority:</p> <ul style="list-style-type: none"> (i) Analysis of Unified Schedule of Rates of Indian Railways (ii) Analysis of Delhi Schedule of Rates issued by CPWD (iii) Market Analysis <p>As per Clause No. 39. (1) Part-II GCC-2020, with up to date correction slip</p>
4.8	<p>Vitiation Clause</p> <p>In the event of vitiation occurring due to increase or decrease in quantities among the first, second and third lowest valid tenderers, the vitiation shall be to contractor's</p>

	<p>account. The total value of the work done shall be calculated at the rate offered by those tenderers and the amount payable shall be limited to the lowest aggregate value as worked out.</p> <p>Vitiation as above shall be worked out as a whole for Agreement including all variations in quantities.</p>
5.0	<u>Security Deposit and Performance Guarantee on Acceptance of Tender</u>
5.1	<u>Security Deposit:</u>
5.1.1	<p>The Earnest Money deposited by the Contractor with his tender will be retained by HRIDC as part of security for the due and faithful fulfilment of the contract by the Contractor. The Security Deposit shall be 5% of the contract value. Security Deposit may be deposited by the Contractor before release of first on account bill in cash or Term Deposit Receipt issued from Scheduled Bank or may be recovered at the rate of 10% of the bill amount till the full Security Deposit is recovered. Provided also that in case of defaulting Contractor, 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>Further, in case of contracts having value equal to or more than ₹ 50 crore (Rs Fifty crore) the Security Deposit may be deposited as Bank Guarantee Bond also, issued by a scheduled bank after execution of contract documents, but before payment of 1st on account bill. Provided further that the validity of Bank Guarantee Bond shall be extended from time to time, depending upon extension of contract granted in terms of Clause 17 of the Standard General Conditions of Contract (July 2020).</p> <p>Further, in case Security Deposit has been submitted as Term Deposit Receipt/Bank Guarantee Bond in full amount, the Earnest Money deposited by the Contractor with his tender will be returned by HRIDC.</p> <p>Note: After the work is physically completed as certified by competent authority, Security Deposit recovered from the running bills of a Contractor can be returned to him, if he so desires, in lieu of Term Deposit Receipt/irrevocable Bank Guarantee for equivalent amount from Scheduled Bank, to be submitted by him.</p>
5.1.2	<p><u>Refund of Security Deposit:</u></p> <p>Security Deposit mentioned in sub-clause 5.1.1 above shall be returned to the Contractor along with or after, the following:</p>

	<ul style="list-style-type: none"> a) Final Payment of the Contract as per Clause 51(1) of the Standard General Conditions of Contract (July 2020). and b) Execution of Final Supplementary Agreement or Certification by Engineer that HRIDC has No Claim on Contractor and c) Maintenance Certificate issued, on expiry of the maintenance period as per Clause 50(1) of the Standard General Conditions of Contract (July 2020). in case applicable.
5.1.3	<p><u>Forfeiture of Security Deposit:</u> Whenever the Contract is rescinded as a whole under clause 62 (1) of GCC (July 2020), the Security Deposit already with HRIDC under the Contract shall be forfeited. However, in case the contract is rescinded in part or parts under clause 62 (1) of GCC (July 2020), the Security Deposit shall not be forfeited.</p>
5.1.4	<p>No interest shall be payable upon the Earnest Money 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 GCC (July 2020) will be payable with interest accrued thereon.</p>
5.2	<p><u>Performance Guarantee:</u></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 upto 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 22nd day after the date of issue of LOA. Further, if the 60th day happens to be a declared holiday in the concerned office of 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 EMD and other dues payable against that contract. In case a tenderer has not submitted EMD on the strength of their registration as a ‘Start-up’ recognized by Department of Industrial Policy and Promotion (DIPP) under Ministry of Commerce and Industry, DIPP shall be informed to this effect. 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 contract value:</p> <ul style="list-style-type: none"> i) A deposit of cash;

- ii) Irrevocable Bank Guarantee;
- iii) Government Securities including State Loan Bonds at 5% below the market value;
- iv) Deposit Receipts, pay orders, Demand Drafts and Guarantee Bonds. These forms of performance Guarantee could be either of the State Bank of India or of any of the Nationalized Banks;
- v) Guarantee Bonds executed of deposits receipts tendered by all scheduled Banks;
- vi) A Deposit in the post office saving Bank;
- vii) A Deposit in the National savings Certificates;
- viii) Twelve years National Defence Certificates;
- ix) Ten years Defence Deposits;
- x) National Defence bonds and
- xi) Unit trust certificates at 5% below market value or at the face value whichever is less. Also, FDR in favour of HRIDC (free from any encumbrance) may be accepted.

Note: The instruments as listed above will also be acceptable for Guarantees incase of mobilization advance. All the instruments mentioned in (i) to (xii) above should be in favour of Deputy General Manager (Projects), Haryana Rail Infrastructure Development Corporation Limited, SCO 17-18-19, 3rd Floor, Sector-17A, Chandigarh - 160017.

- (c) (i) A Performance Guarantee shall be submitted by the successful Bidder after the letter of acceptance has been issued, but before signing of the agreement. This PG shall be initially valid up to the stipulated date of completion plus 60 (Sixty) days beyond that. In case, the time of completion of work get extended, the Contractor shall get the validity of PG extended time for completion of work plus 60 (Sixty) days.
- (ii) If Railway PSUs are awarded contracts through competitive bidding (Open Tender, Special Limited Tender etc.,) the normal rule regarding submission of Performance Guarantee as applicable to other tenderer/s. shall be applicable to these PSUs.
- (iii) Wherever the Railway PSUs are awarded works contracts by HRIDC, on Single Tender basis, they are exempted from the requirement of submitting Performance Guarantee.
- (iv) However, in the event of failure of the Railway PSU to successfully execute the contract as per terms and conditions laid down in the Agreement, a penalty equivalent to 5% (Five Percent) of the Original value of contract would be levied.

- (d) The value of PG to be submitted by the Contractor will not change for variation upto 25% (either increase or decrease). In case during the course of execution, value of the contract increases by more than 25% of the original contract value, an additional Performance Guarantee amounting to 5% (five percent) for the excess value over the original contract value shall be deposited by the Contractor. On the other hand, if the value of Contract decreases by more than 25% of the original contract value, Performance Guarantee amounting to 5% (five percent) of the decrease in the contract value shall be returned to the Contractor. The PG amount in excess of required PG for decrease contract value, available with HRIDC, shall be returned to Contractor as per their request duly safeguarding the interest of HRIDC.
- e) The Performance Guarantee (PG) shall be released after the Physical completion of the work based on the “Completion Certificate” issued by the competent authority stating that the Contractor has completed the work in all respects satisfactorily. The competent authority shall normally be the authority who is competent to sign this contract. If the competent authority is of the rank lower than JA Grade, then a JA Grade Officer (concerned with the work) should issue certificate. The security deposit shall, however, be released only after expiry of the maintenance period and after passing the final bill based on ‘No claim certificate ‘from the Contractor.
- (f) Whenever the contract is rescinded, the Security Deposit shall be forfeited and the Performance Guarantee shall be encashed and the balance work shall be got without Risk and 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.
- (g) The Engineer shall not make a Claim under the Performance Guarantee except for amount to which HRIDC is entitled under the contract (not withstanding and/or without prejudice to any other provisions in the contract agreement) in the event of:
- 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.
 - ii) Failure by the Contractor to pay HRIDC 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>iii) The Contract being determined or rescinded under provision of the Clause 62 of GCC July 2020, the Performance Guarantee shall be forfeited in full and shall be absolutely at the disposal of HRIDC.</p> <p>(h) The Tenderer who has offered lower total cost as compared to tender value by more than 10%, shall be required to submit additional Performance Guarantee of value equal to half the percentage of tender value by which offer is lower than 10%.</p>									
6.0	<u>CONDITIONS OF CONTRACT AND SPECIFICATIONS</u>									
6.1	<p>Except where specifically stated otherwise in the tender documents the work is to be carried out in accordance with (i) Indian Railways Standard General Conditions of Contract, July 2020 amended from time to time & up to date; (ii) Northern Railway Unified Standard Schedule of Rates (Works & Material)-2010 amended from time to time and up to date and (iii) Indian Railway Unified Standard Specifications (Material and Works)-2010 Volume-I and volume-II. Copies of all these publications can be obtained from the office of General Manager/Projects, Haryana Rail Infrastructure Development Corporation, 5th Floor, RailTel Tower, Plot No. 143, Sector 44, Gurugram, Haryana, 122003 on payment as under:</p> <table border="1"> <tr> <td>(i)</td> <td>Indian Railways Standard General Conditions of Contract, July 2020;</td> <td>Rs.100/-</td> </tr> <tr> <td>(ii)</td> <td>Northern Railway Unified Standard Schedule of rates (Works & Materials)-2010</td> <td>Rs.1000/-</td> </tr> <tr> <td>(iii)</td> <td>Indian Railways Unified Standard Specifications (Material and Works)-2010 volume-I & volume-II</td> <td>Rs.1000/- (Each volume)</td> </tr> </table> <p>Note: For the reference publication documents in the above table, listed prices are indicative, and the latest rates shall be applicable.</p> <p>Demand for these publications from out station will be considered only if a sum of Rs.50/- towards postal charges is also sent with the cost of the books by money order.</p>	(i)	Indian Railways Standard General Conditions of Contract, July 2020;	Rs.100/-	(ii)	Northern Railway Unified Standard Schedule of rates (Works & Materials)-2010	Rs.1000/-	(iii)	Indian Railways Unified Standard Specifications (Material and Works)-2010 volume-I & volume-II	Rs.1000/- (Each volume)
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(iii)	Indian Railways Unified Standard Specifications (Material and Works)-2010 volume-I & volume-II	Rs.1000/- (Each volume)								
6.2	<p>The tender documents referred to in clause 2.2.1 above will govern the works done under this contract in addition to documents referred to in clause 6.1 above. Where there is any conflict between special tender conditions regarding instructions to tenderer/s, Special conditions relating to site data and specifications and the stipulations contained in the schedule of rates and quantities on the one hand and the Indian Railway Unified Standard Specifications (Works and Material)-2010 Volume-I & Volume-II, Indian Railways Standard General Conditions of Contract, July 2020</p>									

	amended from time to time etc. and the Northern Railway Unified Standard Schedule of Rates (Works & Materials) 2010 on the other hand the former shall prevail.
7.0	<u>STUDY OF DRAWINGS AND LOCAL CONDITIONS</u>
7.1	<p>The typical drawing for the works can be seen in the office of the General Manager/Projects, Haryana Rail Infrastructure Development Corporation, 5th Floor, RailTel Tower, Plot No. 143, Sector 44, Gurugram, Haryana, 122003. It should be noted by tenderer/s that these drawings are meant for general guidance only and the HRIDC may suitably modify them during the execution of the work according to the circumstances without making the HRIDC liable for any claims on account of such changes.</p> <p>The Drawings for individual crossing with detailed site plan as per site requirement will be prepared by contractor and same will be got approved by DISCOM officials before execution of work as per NS items given in the schedule.</p>
7.2	<p>The tenderer/s is/are advised to visit the site of work and investigate actual conditions regarding nature and conditions of soil, difficulties involved due to inadequate stacking space, due to built up area around the site, availability of materials water and labour probable sites for labour camps, stores, godowns, etc. They should also satisfy themselves as to the sources of supply and adequacy for their respective purpose of different materials referred in the specifications and indicated in the drawings. The extent of lead and lift involved in the execution of works and any difficulties involved in the execution of work should also be examined before formulating the rates for complete items of work described in the schedule.</p>
7.3	<p><u>Barricade with safety tape at work site</u></p> <p>Contractor(s) while executing the work near Railway line/Roads shall provide suitable barricading to protect/segregate the existing Railway line/Roads from any damage and un-toward incident at his own cost, as per the directions or plan approved by Engineer-in-charge. No work will be started till the barricading is provided and clearance in writing is issued by the Engineer-in-charge.</p>
7.4	<p><u>Safety Gear:</u></p> <p>During execution of the 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 arm band, rope, ladders emergency light etc. are available at site before the work is actually started. The above list is only indicative and is not exhaustive and safety item will be arranged as per the requirement. HRIDC reserve the</p>

	<p>right to stop the work in the absence of proper safety gear and no claim shall be entertained in this regard. Decision of the Engineer-in-charge will be final and binding upon the Contractor. The cost of all the safety gear is deemed to have been included in the rates quoted and nothing extra is payable under this contract.</p> <p>Note: In addition to the above, the Contractor shall also be required to comply with all the requirements mentioned in the section ‘Safety, Health and Environment (SHE) Protocol to be followed by the Contractor’ of this tender document.</p>
8.0	<u>PERIOD OF COMPLETION</u>
8.1	The entire work is required to be completed in all respects within 18 (Eighteen) months from the date of issue of Acceptance letter. Time is the essence of contract. The Contractor/s will be required to maintain speedy and required progress to the satisfactions of the Engineer to ensure that the work will be completed in all respects within the stipulated period failing which action may be taken by the HRIDC Administration in terms of Clause 17 and/or Clause 62 of the Indian Railways Standard General Conditions of Contract, July 2020 amended from time to time & up to date.
8.2	The Contractor/s shall arrange to execute the different items of works in close consultation with and as per directions of the Engineer so that other works being executed in the same area either departmentally or through another agency such as steel erection, P. Way earthwork in formation, etc. are also progressed concurrently. It may be noted, however, that any delay in the execution of departmental works, for whatsoever reason shall not be accepted as an excuse for non-performance of the contract.
8.3	The Contractor/s will be required to give HRIDC a monthly progress report of the work done during the month on 4 th of the following month. He will also give to HRIDC the programme of work to be done in coming month by 25 th of the preceding month. The programme will be subject to alteration or modifications at the direction of the HRIDC, who may discuss such modifications or alterations with the Contractor as considered necessary. Approval of any programme shall not in any way relieve the Contractor from any of his obligations to complete the whole of the work by the prescribed time or extended time, if any.
9.0	<u>RATES FOR PAYMENT</u>
9.1	The rates given in the attached schedule of rates tendered by the Contractor and as accepted by HRIDC will form the basis of payment for such items under this contract.

9.2	No material price variation or wages escalation on any account whatsoever the Compensation for `Force Majeure' etc. shall be payable under this contract except price escalation clause payable as per price escalation clause, if any, provided separately in the tender documents.
9.3	<p>The rates for any item of work not included in the (Schedule of Items, Rates and Quantities) and which the Contractor may be called upon to do by HRIDC Administration shall be fixed by the supplementary written agreement between the Contractor and HRIDC before the particular item or items of work is/are executed.</p> <p>In the event of such agreement not being entered into and executed HRIDC may execute these works by making alternative arrangements. HRIDC will not be responsible for any loss or damages on this account.</p>
9.3.1	The Contractor shall work in close co-operation with the Contractors, departmental staff working in the adjacent sections of HRIDC & local authorities.
9.4	It should be specifically noted by the tenderers that no separate loading, unloading and leading charges for materials (which are supplied by the HRIDC) shall be paid for by HRIDC and the rates quoted by the tenderer/s shall be inclusive of all these charges.
9.5	The item numbers, description, units and rates given in schedule of rates are as per Northern Railway Unified Standard Schedule of Rates, 2010 and any discrepancy during the execution of the work in the working rates, quantity and units etc. should be rectified by reference to the printed schedule of rates which be treated as authority and will be binding on the Contractor.
9.6	Should there arise any items which may be necessary for the completion of work but which does not appear in the Schedule of Items, Rates and Quantities attached, its rate will be fixed by analysis of actual inputs of all types including labour and material or derived from the labour and material rates given in the Northern Railway Unified Standard Schedule of Rates, 2010. The rates for such non-scheduled items occurring during the course of construction shall be payable subject to the approval of the competent authority. No items or work requiring non-schedule rates will be carried out unless ordered to do so by the Engineer. The rates derived from the Northern Railway Unified Standard Schedule of Rates, 2010 will be subject to percentage above or below tendered by the Contractor.
9.7	Payment for the work done will be made to the Contractor only when the formal agreement has been executed between the parties.

9.8	The rates quoted by the Contractor as per Schedule of NS Items, Rates and Quantities shall form the basis of 'on account payment' or the various items under this contract.
9.9	In the course of execution of various items of work under schedule of Items, Rates and Quantities running bills payment for partly completed works will be made to the Contractor. The quantum of such work for payment shall be decided by the Engineer-in charge whose decision shall be final and binding on the Contractor.
9.10	No on account payment by HRIDC shall protect the Contractor/s against or prevent HRIDC from recovering from the Contractor/s any over payment made to him/them.
9.11	Final payment of the balance amount due, exclusive of the security deposit required in terms of Clause-5 of these special conditions, will be made after the completion of the entire work and on the certification of the Engineer that work has been completed in all respects and found satisfactory. The security deposit will be refunded after the date of completion according to Clause 5.1 of these conditions.
9.12	<u>SUPPLEMENTARY AGREEMENT</u> After the work is completed and taken over by HRIDC as per terms and conditions of the contract agreement or otherwise concluded by the parties with mutual consent and full and final payment is made by HRIDC to the Contractor for work done under the contract the parties shall execute the supplementary agreement annexed here to as Annexure-B .
9.13	Measures to be taken in construction and repairs on roads, embankments, etc.
9.13.1	All borrow pits dug for and in connection with the construction and repairs of buildings, roads, embankments, etc. shall be deep and connected with each other in the formation of a drain directed towards the lowest level and properly sloped for discharge into a river, stream, channel or drain and no person shall create any isolated borrow pit which is likely to cause accumulation of water which may breed mosquitoes.
9.13.2	Non fulfilment of the provision in 9.13.1 above shall be a breach of the contract and Contractor/s shall be liable to pay by way of agreed liquidated damages to HRIDC at the rates of Rs.100/- for each breach and in addition to that Contractor further undertake to pay the amount incurred by HRIDC in getting the said job/s done at the risk and cost of the Contractor. Besides this, the Contractor will also be held responsible for any laws for contravening them.

9.13.3	Note: In addition to the above clauses, the Contractor shall also be required to comply with the relevant requirements mentioned in the section ‘ Safety, Health and Environment (SHE) Protocol to be followed by the Contractor ’ of this tender document.
10.0	<u>SETTING OUT WORKS</u>
10.1	The Contractor is to set out the whole of the work in consultation with the engineer or an official to be deputed by the Engineer and during the progress of works to amend on the requisition of the Engineer any errors, which may arise there in and provide efficient and sufficient staff and labour thereon. The Contractor shall also alter or amend any errors in the dimension lines on levels to the satisfaction of the Engineer or his authorized representative without claiming any compensation for the same.
10.2	The Contractor shall provide, fix and be responsible for maintenance of all stocks, templates, profiles, land marks, points, buries, monuments, centre line pillars, reference pillars, etc and shall take all necessary precautions to prevent their being removed altered or disturbed and will be responsible for the consequence of such removal, alterations or disturbance and for their efficient reinstatement.
10.3	The Contractor shall protect and support, as may be required or as directed by the Engineer, all building, fences, walls, towers, drains, road paths, waterways, foreshores banks, bridges, Railway ground and overhead electric lighting, the telegraphs/ telephones and crossing water service Main pipes and cables and wires and altogether matters and things of whatever kind not otherwise herein specified other than those specified or directed to be removed or altered which may be interfered with or which likely to be affected disturbed or endanger by the execution completion of maintenance of the works and shall support provided under this clause to such cases as directed by the Engineer. No payment shall be made by HRIDC to the Contractor for these works on account of delay for re-arrangement of road traffic or in the Contractor having to carry out the short lengths and, in such places, as per conditions and circumstances may warrant. These will not form the basis of any claim and or dispute for compensation of any kind.
11.0	<u>DRAWINGS FOR WORKS:</u>
11.1	The HRIDC Administration reserves the right to modify the plans and drawings as referred to in the special data and specifications as also the estimate and specifications without assigning any reasons as and when considered necessary by HRIDC. The percentage rates for the schedule items and items rates for the non-schedule items

	quoted by the Contractor as may be accepted by HRIDC will, however, hold good irrespective of any changes, modifications, alterations, additions, omissions in the locations of structures and detailed drawings, specifications and/or the manner of executing the work.
11.2	It should be specifically noted that some of the detailed drawings may not have been finalized by HRIDC and will, therefore, be supplied to the Contractor as and when they are finalized on demand. No compensation whatsoever on this account shall be payable by the HRIDC Administration.
11.3	No claim whatsoever will be entertained by the HRIDC on account of any delay or hold-up of the work/s arising out of delay in approval of drawings, changes, modifications, alterations, additions, omission and the site layout plans or details drawings and design and or late supply of such material as are required to be arranged by HRIDC or due to any other factor on HRIDC Accounts.
12.0	<u>Deleted</u>
13.0	<u>SUPPLY OF MATERIALS BY THE CONTRACTOR/S</u>
	<p>13.1 Materials used in the work by the Contractor shall conform to the Northern Railway Standard Specifications and the relevant I.S.I./I.R.S Specifications and should be approved by the Engineer before utilizing them on works.</p> <p>13.2 It should be clearly understood that the tendered rates include wastage and wash away due to rains, storms, floods or any other cause whatsoever.</p> <p>13.3 No loading, unloading, lead, lift, stacking, octroi, sales tax, toll tax, royalty or any other charges will be paid for the materials, tools and plants and tools arranged and brought by the Contractor to the site of work.</p>
14.0	<u>SERVICE ROADS</u>
	14.1 The Contractor/s shall make his/their arrangements for service roads, paths etc for carrying his/their tools and plants, labour and materials, etc. and will also allow HRIDC use of such paths and service roads, etc for plying its own vehicles free of cost. The tenderer/s will be deemed to have included the cost of making any service roads, roads or paths, etc., that may be required by him/them for plying his/their vehicles for the carriage of his/their men and materials, tools, plants and machinery for successful completion of the work. Similarly, any other feeder road

	<p>connecting any of the existing roads will be made by the Contractor at his/their own cost including any compensation that may be required to be paid for the temporary occupation and or usage of Govt. and or private land and without in any way involving HRIDC in any dispute for damage and/or compensation.</p> <p>14.2 In case HRIDC has its own paths, service roads, the Contractor/s will be allowed to use of such paths or service roads free of cost. He/They shall, however, in no way involve HRIDC in any claims or dispute of whatever kind due to the inaccessibility of such paths or service roads or due to their poor condition and or maintenance or their being to be blocked and/or closed.</p> <p>14.3 The rates quoted by the Contractor as per Schedule of Items, Rates and Quantities shall form the basis of 'on account payment' or the various items under this contract.</p> <p>14.4 In the course of execution of various items of work under schedule of Items, Rates and Quantities running bills payment for partly completed works will be made to the Contractor. The quantum of such work for payment shall be decided by the Engineer-in-charge whose decision shall be final and binding on the Contractor.</p> <p>14.5 No 'on account payment' by HRIDC shall protect the Contractor/s against or prevent HRIDC from recovering from the Contractor/s any over payment made to him/them.</p> <p>14.6 Final payment of the balance amount due, exclusive of the security deposit required in terms of Clause-5 of these special conditions, will be made after the completion of the entire work and on the certification of the Engineer that work has been completed in all respects and found satisfactory. The security deposit will be refunded after the date of completion according to Clause 5.1 of these conditions.</p>
<p>15.0</p>	<p><u>EMERGENCY WORK</u></p>
	<p>15.1 In the event of any accident or failure occurring in or about the work of arising out for or in connection with the construction completion or maintenance of the work which in the opinion of the Engineer require immediate attention, HRIDC may be with its own workmen or other agency execute or partly execute the necessary work or carry out repairs if the Engineer considers that the Contractor is not in a position to do so in time and charge the cost thereof, as to be determined by the Engineer-in-charge to the Contractor.</p>

15.2 In terms of Clause 32 of Indian Railways Standard General Conditions of Contract, July 2020 amended from time to time & upto date, the material and plants brought by the Contractor on the site or land occupied by the Contractor in connection with the works and intended to be used for execution thereof shall immediately, they are brought upon the sites of this said land be deemed to be the property of HRIDC, vehicles, equipment, plant and machinery of the Contractor can be drafted by HRIDC Administration at their discretion in case of accidents, natural calamities involving human lives, breaches, stoppage of train operations or any contingencies which require such requisitioning as essential. The decision in this regard of the Engineer-in-charge or his superiors shall be final and beyond the ambit of arbitration clause.

15.3 In terms of clause 2.3.2 (A) (iv), tenderer is required to submit the list of equipment, machinery, construction tools and plants available /deployed at site. The successful tenderer on receipt of acceptance letter and conveying their consent shall submit name, addresses, telephone numbers, Fax number/E Mail address of the persons to be contacted for requisitioning the above items as detailed in forgoing clause 15.2 and notify from time to time if any change in the list of equipment/machinery or the addresses/ individuals to the Engineer-in charge in writing. The name and address, telephone numbers and the Contractor officials name shall also be displayed at the site of work.

15.4 The manpower, consumable items and maintenance of the above tools and plants when requisitioned shall be the responsibility of the tenderer/Contractor so that the equipment, machinery, tools and plants shall be available for effective utilization at the accident sites, natural calamities, breaches sites etc.

15.5 The hire charges per annum shall be calculated at the following rates on the purchase cost of the plant as under:

(i) Depreciation charges at the following rates:

- a) Light plant 16% per annum
- b) Heavy plant 10% per annum
- c) Special plant 6% per annum

(ii) In additional 10% on the total of (i) above to meet contingencies

(iii) 10% Contractor profit on total cost as detailed (i) to (ii)

(iv) The hire charges per day shall be arrived at dividing the annual hire charges of total of (i) to (iii) above by 365 which shall be the assumed number of working days in year for this purpose. These hire charges will be payable from the date the plant is handed over to HRIDC to date on which it is returned to the Contractor by HRIDC.

	<p>(v) The Contractor manpower charge shall be payable @ minimum wages as notified by the State Govt. /local bodies /labour Dept. as the case may before highly skilled, semi-skilled personnel drafted for operating the plant and machinery.</p> <p>(vi) The payment for the fuel cost shall be paid on the basis of the actual expenditure incurred by the Contractor for purchase + 10% Contractor's profit thereof which will be the payments towards his miscellaneous expenses too.</p>
16.0	<u>NIGHT WORK</u>
	<p>16.1 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 without confirming any right on the Contractor for claiming any extra payment for the same.</p>
17.0	<u>DISPOSAL OF SURPLUS EXCAVATED MATERIALS</u>
	<p>17.1 The Contractor shall at all time keep the site free from all surplus earth, surplus materials, and all rubbish which shall arise from the works and should dispose of the surplus excavated materials as ordered by the Engineer failing which it will be done at the cost of the Contractor and cost will be deducted from his dues.</p> <p>17.2 The Contractor shall within 15 days of completion of entire works remove all unused and surplus materials tools and plants staging and refuge or other materials produced by his operations and shall leave the site in a clear and tidy conditions.</p>
18.0	<u>SITE INSPECTION REGISTER</u>
	<p>18.1 A site inspection register will be maintained by the Engineer or his representative in which the Contractor will be bound to sign day to day entries made by the Engineer or his representative. The Contractor is required to take note of the instructions given to him through the site inspection register and should comply with the same within a reasonable time. The Contractor will also arrange to receive all the letters etc. issued to him at the site of works.</p> <p>18.2 The Contractor shall, from time to time (before the surface of any portion or the site is interfered with or the work thereon begun) take such levels as the Engineer may direct in his presence or any person authorised by him in writing. Such levels approved and checked by him or such authorised persons shall be recorded in writing and signed by the Contractor and shall form the basis of the measurements.</p>

	Immediately before any portion of the work, below water level is started, the existing water levels are to be taken and recorded in a similar manner.
19.0	The Contractor shall have to make and maintain at his own cost suitable approach road and path, etc for proper inspection of the various works. He shall also provide all facilities as required by the Engineer such as Ladder and other appliances for satisfactory inspection of the works and places where materials for the work are stored or prepared.
20.0	<p><u>OPENING UP OF WORK OR MATERIALS FOR INSPECTION OR TEST:</u></p> <p>Should the Engineer, or any representative consider it necessary for the purpose of enabling inspection of tests analysis to be made to verify or ascertain the quality of any part of the works or of any materials, the Contractor shall as and when required by the Engineer or his representatives open up the work or materials for inspection or test or analysis, pull down or cut into any part of the work to make such openings, into under or through any part of the works as may be directed and shall provide all things facilities which in the opinion of the Engineer or his representative are necessary and essential for the purpose of inspection or test or analysis of the works or of any part thereof or the materials, or of workmanship and the Contractor shall close up, cover, rebuild and made good the whole at his own cost, as and when directed by and to the satisfaction of Engineer provided always that of the work in the opinion of the Engineer is found to his satisfaction and in accordance with the contract. The excess expenditure in such examination, inspection or test shall, upon the certificate of the engineer, be borne by HRIDC.</p>
21.0	GENERAL
	<p>21.1 <u>PROVISION OF LIGHT SIGNALS ETC.</u></p> <p>The Contractor/s shall make such provision for lighting the works, materials and plant and provide all such marks and lights, signals and other appliances as may be necessary or as may be required by the Engineer or other responsible authorities during the execution completion and maintenance of the work and shall provide all labour, stores, etc. required for their efficient working and use at any time of day or night. He/They shall also provide all arrangement of every description of watching and maintenance required in connection with the foregoing and all other services for protection of any securing all dangerous places whether to the Contractor's workmen or to other persons and or vehicular traffic until the work is certified by the engineer to have been completed and taken over in accordance with the contract.</p>

	<p>21.2 The Contractor/s will provide upon the works to the satisfaction of the Engineer and at such, places as he may nominate, proper and sufficient lifesaving, fire-fighting and first aid appliances which shall at all times be available for use.</p> <p>21.3 LABOUR CAMPS Land for setting up a workshop by the Contractor or for his labour camp or for any other purpose, shall have to be arranged by the Contractor at his own cost and under his own arrangements. The Contractor, however, will be permitted to make use of the railway land to the extent that can be made available to him free of cost, by HRIDC in the vicinity of the site of works. The Contractor/s shall at all times be responsible for any damage or trespass committed by his agent and workmen for carrying out the work.</p> <p>21.4 The HRIDC Administration may recommend to the concerned authorities the issue of necessary transport permits for the work. The Contractor shall, however, furnish full justification for the above facilities, to enable the HRIDC Administration to address the State Government or other authorities in this connection. The Contractor shall also maintain regular log book of receipts and issue of the materials to work, if so required by the Civil Authorities. No claim would, however, be entertained by the non-issue of any priority permits or owing to any interruption in supply.</p> <p>21.5 No claim for idle labour and or idle machinery etc. on any account will be entertained. Similarly, no claim shall be entertained for business loss or any such loss.</p> <p>21.6 Note: In addition to the above clauses, the Contractor shall also be required to comply with the requirements mentioned in the section ‘Safety, Health and Environment (SHE) Protocol to be followed by the Contractor’ of this tender document.</p>
22.0	<u>Extension of Time in Contracts</u>
	<p>22.1 Attention is invited to Clause 17(B) of the G.C.C. July 2020 and Clause 8.1 of tender conditions according to which time is the essence of the contract. The competent authority while granting extension to the currency of contract under 17 (B) of Indian Railways Standard General Conditions of Contract, July 2020 amended from time to time & upto date. However, in such cases the following clauses shall be applicable.</p>

22.2 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 17-A of Indian Railways Standard General Conditions of Contract, July 2020, 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 of Indian Railways Standard General Conditions of Contract, July 2020) 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 following rates of the contract value of the works.

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.

S.No.	Duration of extension of time under Clause 17-B	Rate of Liquidated Damages
(i)	Up to Twenty percent of original period of completion including period of extension of DOC granted under Section 17A(i) of GCC	As decided by Engineer, between 0.01% to 0.10% of contract value for each week or part of the week
(ii)	Above Twenty percent but upto Thirty percent of original period of completion including period of extension of DOC granted under Section 17A(i) of GCC	0.20% of contract value for each week or part of the week
(iii)	Above Thirty percent but upto Forty percent of original period of completion including period of extension of DOC granted under Section 17A(i) of GCC	0.30% of contract value for each week or part of the week
(iv)	Above Forty percent of original period of completion including period of extension of DOC granted under Section 17A(i) of GCC	0.50% of contract value for each week or part of the week

	<p>Provided further, that if 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, 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 GCC (July 2020) of these Conditions, whether or not actual damage is caused by such default.</p>
<p>23.0</p>	<p><u>TAXES</u> The Contractor shall be governed by the Taxes applicable at the place of actual execution of work.</p>
	<p>23.1 Taxes on works contract, octroi, royalty, toll tax, local tax on materials as well as services and any other tax levied by Central Govt /State Govt. or local bodies shall be borne by the tenderer. No part of such taxes on Contractor's labour/material or any other account will be paid by HRIDC. Therefore, the Contractor must ascertain the various taxes levied by the concerned Govt or local bodies at the place of execution of work and take into account for the same while quoting the rates. This should be kept in view before tendering.</p> <p>Note:</p> <p>(i) Works contracts shall be treated as supply of services as per Schedule –II GST Act. (ii) GST Act and Rules issued from time to time by the Government/ concerned authorities shall be applicable. (iii) 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.</p> <p>23.2 If there is any increase/decrease/imposition of new tax/removal of existing tax by Central Govt/State Govt/Local bodies (including GST) in respect to any of the tax mentioned above, the same shall be borne by the Contractor and neither any additional payment will be made, nor any recovery will be made on this account. This should also be kept in view before tendering, as no subsequent changes will be made in the rates payable to the Contractor on this account.</p> <p>23.3 HRIDC will deduct the taxes specified by the concerned Central Govt/State Govt/Local bodies if required to be deducted at source under the relevant laws as applicable on the date of making the payment. HRIDC will issue a certificate regarding tax so deducted. It will be responsibility of the Contractor to make further correspondence with concerned Govt or local bodies to ensure full</p>

	<p>deposition of the tax or for claiming a refund, if due, as is done in case of income tax.</p> <p>23.4 In case any tax is notified to be deducted at source from a specified date and certain payments have already been made in the period that lapsed between the date of applicability of tax and the actual date of implementation of the same, tax required to be deducted at source for this period will be recovered from the subsequent payment.</p> <p>23.5 Implementation of “The Building and Other Construction Workers (RECS) Act, 1996 and The Building and Other Construction Workers Welfare Cess Act, 1996 in HRIDC Contracts:</p> <p>“The tenderer for carrying out any construction work in Haryana (name of the State) must get themselves registered from the Registering Officer under Section-7 of the Building and other Construction Workers Act, 1996 and rules made thereto by the Haryana Govt. and submit certificate of Registration issued from the Registering Officer of the Haryana Govt. (Labour Deptt). As per this Act, the tenderer shall be levied a cess @1% (if applicable) of the cost of construction work, which would be deducted from each bill. Cost of material, when supplied under a separate schedule item, shall be outside the purview of cess.”</p>
<p>24.0</p>	<p>All payments in respect of the contract during the currency of the contract shall be made through National electronic Fund transfer (NEFT) or Real Time Gross Saving (RTGS). The successful tenderer on award of contract must submit RTGS/NEFT Mandate Form complete in all respects as detailed at Annexure-J of the tender document. However, if the facility of RTGS/NEFT is not available at a particular location, the payment shall be made by Cheque. In such case the successful tenderer on award of contract will have to furnish Contractor’s Bank Account Number and Name of the Bank against which all payments in respect of the contract during the currency of contract shall be made.</p>
<p>25.0</p>	<p><u>Damage to the Railway Property:</u></p> <p>Contractor(s) executing the works adjacent to the existing Railway track for e.g. doubling, gauge conversion, yard re-modelling etc. will take all care for avoiding any damage to the underground/OH services such as S&T cables, electric cables/wires, pipelines/sewer lines etc. They must ensure that the work is started after obtaining clearance in writing from the Engineer-in-charge regarding the route for signalling/ Electrical cables/water supply/ sewer lines etc. However, if any damage occurs during execution, he will immediately report the same to the Engineer-in-charge and stop the work further till clearance for restarting the work is given by the Engineer-in-charge. It may be further noted that if it is proved that damage is occurred due to the negligence</p>

	on the part of the Contractor, the cost of the damage will be recovered from him/them. The decision of Engineer-in-charge will be final and binding upon the Contractor(s).
26.0	<u>Applicable for tender documents downloaded from internet</u>
26.1	Master copy of the tender document, which shall be also available for Tenderers to download online, will be available in the office of Deputy General Manager (Projects), Haryana Rail Infrastructure Development Corporation Limited. The bid documents submitted by the Tenderer(s) should strictly match the requirements of the tender uploaded by HRIDC. In case of any discrepancy in the submissions by Tenderers, their offers shall be summarily rejected and no claim on this account will be entertained by HRIDC.
27.0	DELETED
28.0	Maintenance Period: The Contractor will have to maintain the work for a period of 12 (Twelve) months from the date of completion of work as certified by Engineer-in-charge of the work.
29.0	Price Variation Clause:
	<p>29.1 Price Variation Clause shall be applicable only for tenders of value (Contract Agreement value) Rs 50 lakhs and more, irrespective of the contract completion period. Variation in quantities shall not be taken into account for applicability of PVC in the contract. Material supplied free of cost by HRIDC to the Contractors shall fall outside the purview of Price Variation Clause. If, in any case, accepted offer includes some specific payment to be made to consultants or some material supplied by HRIDC free or at fixed rate, such payments shall be excluded from the gross value of the work for the purpose of payment/recovery of price variation. Applicability of the PVC based on original contract is illustrated as under: <i>If estimated value of a tender (NIT value) is Rs. 55 lakh, but value of the contract agreement is Rs. 45 lakh, then PVC shall not apply, even if the actual final value is Rs. 50 lakh or more due to variation in quantities during execution of the contract. Thus, variation in quantities after signing of the contract agreement is not relevant for deciding whether PVC is applicable to a contract or not.</i></p> <p>29.2 The Base month for “Price Variation Clause” shall be taken as month 28 days prior to opening of tender including extensions, if any, unless otherwise stated elsewhere. The quarter for applicability of PVC shall commence from the month</p>

following the Base month. The Price Variation shall be based on the average Price Index of the quarter under consideration.

29.3 **Validity:** Rates accepted by HRIDC Administration shall hold good till completion of work and no additional individual claim shall be admissible except:

- (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 of Indian Railways Standard General Conditions of Contract, July 2020.
- (b) Payment/recovery for overall market situation as per Price Variation Clause given hereunder.

29.4 Adjustment for variation in prices of material, labour, fuel, explosives, detonators, steel, concreting, ferrous, non-ferrous, insulators, zinc and cement shall be determined in the manner prescribed.

29.5 Component of various items in a contract on which variation in prices be admissible, shall be Material, Labour, Fuel, Explosives, Detonators, Steel, Cement, Concreting, Ferrous, Non-ferrous, Insulators, Zinc, Erection etc. However, for fixed components, no price variation shall be admissible.

29.6 The percentage of labour component, material component, fuel component etc. in various types of engineering works shall be as under:

SN	Component	E/Work & Minor Bridges Contracts, Ballast Supply Contracts, Tunneling Contracts (without explosive)	Tunneling Contracts (with explosives)	Major and Important Bridges Contracts	Building Contracts	Permanent Way linking Contracts (Manual)	Other Works Contracts
1	Labour Component	20	20	20	40	50	20
2	Other Material Components	10	15	30	35	5	20
3	Plant Machinery & Spares	30	15	20	5	15	30

4	Fuel & Lubricants Component	25	15	15	5	15	15
5	Fixed Component*	15	15	15	15	15	15
6	Detonators & Explosive Component	-	20	-	-	-	-

*It shall not be considered for any price variation

Note: For present work, percentage of various components as applicable for other works contracts will be considered for calculation of PVC amount.

29.7 Formulae: The Amount of variation in prices in several components (labour material etc.) shall be worked out by the following formulae:

$$(i) \quad L = \frac{W \times (L_Q - L_B)}{L_B} \times \frac{L_C}{100}$$

$$(ii) \quad M = \frac{W \times (M_Q - M_B)}{M_B} \times \frac{M_C}{100}$$

$$(iii) \quad F = \frac{W \times (F_Q - F_B)}{F_B} \times \frac{F_C}{100}$$

$$(iv) \quad E = \frac{W \times (E_Q - E_B)}{E_B} \times \frac{E_C}{100}$$

$$(v) \quad PM = \frac{W \times (PM_Q - PM_B)}{PM_B} \times \frac{PM_C}{100}$$

$$(vi) \quad S = S_w \times \frac{(S_Q - S_B)}{S_B}$$

$$(vii) \quad C = C_v \times (C_Q - C_B)/C_B$$

Note: Formulae at (vi) & (vii) can be used directly for working out PVC payment for supply of Steel and Cement respectively where separate items for 'supply of Steel' and 'supply of Cement' are provided in the tender schedule. However, where combined/mix items including supply of steel and Cement' are provided in tender schedule, the amount of price variation for the component of supply of steel and Cement shall be adjusted (paid/recovered) separately using the above formulae at (vi) & (vii) with following stipulations:-

(a) Steel work items:

Price variation for the component of supply of steel shall be worked out from formulae at (vi) above based on the quantity of steel supplied i.e. S_w and for balance portion/component (labour, material, fuel), price variation shall be worked out using general PVC formulae for net gross value of combined/mix item obtained after deducting cost of steel supplied as $S_w \times S_B$.

(b) Concrete work items (MCC, RCC, PSC):

Price variation for the component of supply of Cement shall be worked out from formulae at (vii) above taking value of Cement supplied component i.e. C_v as **40%** of value of combined/mix item and for balance portion/component (labour, material, fuel), price variation shall be worked out using general PVC formulae for remaining **60%** of gross value of combined/mix item executed.

For Railway Electrification Works:

$$(viii) \quad T = [(C_s - C_o) / C_o \times 0.4136] \times T_c$$

$$(ix) \quad R = [(R_T - R_o) / R_o + (Z_T - Z_o) / Z_o \times 0.06] \times R_c$$

$$(x) \quad N = [(P_T - P_o) / P_o] \times N_c$$

$$(xi) \quad Z = [(Z_T - Z_o) / Z_o] \times Z_c$$

$$(xii) \quad I = [(I_T - I_o) / I_T] \times 85$$

Where,

- 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 Manufacture of machinery for mining, Quarrying and Construction
- S Amount of price variation in Steel
- C Amount of price variation in Cement
- T Amount of price variation in Concreting
- R Amount of price variation in Ferrous Items
- N Amount of price variation in Non-Ferrous Items
- Z Amount of price variation in Zinc
- I Amount of price variation in Insulator
- L_c % of Labour Component
- M_c % of Material Component

	<p>F_C % of Fuel Component</p> <p>E_C % of Explosive Component</p> <p>PM_C % of Manufacture of machinery for mining, Quarrying and Construction Component</p> <p>T_C % of Concreting Component</p> <p>R_C % of Ferrous Component</p> <p>N_C % of Non-Ferrous Component</p> <p>Z_C % of Zinc Component</p> <p>W Gross value of work done by Contractor as per on-account bill(s), excluding cost of materials supplied by Railway at fixed price, minus the price values of cement and steel. This will also exclude specific payment, if any, to be made to the consultants engaged by Contractors (such payment shall be indicated in the Contractor's offer)</p> <p>L_B Consumer Price Index Number for Industrial Workers - All India: Published in R.B.I. Bulletin for the base period</p> <p>L_Q Consumer Price Index Number 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_B Wholesale Price Index: All commodities – as published in the R.B.I. Bulletin for the base period</p> <p>M_Q 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_B Wholesale Price Index for the group Fuel & Power as published in the R.B.I. Bulletin for the base period</p> <p>F_Q Index Number of Wholesale Prices – By Groups and Sub-Groups for Fuel and Power as published in the R.B.I. Bulletin for the average price index of the 3 months of the quarter under consideration</p> <p>E_B 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 & Industry, Department of Industrial Policy & Promotion (DIPP), for the base period.</p> <p>E_Q 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 & Industry, Department of Industrial Policy & Promotion (DIPP), for the average price index of 3 months of the quarter under consideration</p>
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	<p>PM_B Index number of Monthly Whole Sale Price Index for the category ‘k. Manufacture of machinery for mining, quarrying and construction’ under (R) MANUFACTURE OF MACHINERY AND EQUIPMENT, published by Office of Economic Adviser, Govt. of India, Ministry of Commerce & Industry, Department of Industrial Policy & Promotion (DIPP), for the base period.</p> <p>PM_Q Index number of Monthly Whole Sale Price Index for the category ‘k. Manufacture of machinery for mining, quarrying and construction’ under (R) MANUFACTURE OF MACHINERY AND EQUIPMENT, published by Office of Economic Adviser, Govt. of India, Ministry of Commerce & Industry, Department of Industrial Policy & Promotion (DIPP), for the average price index of 3 months of the quarter under consideration.</p> <p>S_w Gross value of steel supplied by the Contractor as per the ‘on-account’ bill for the month under consideration</p> <p>S_B Index number of Monthly Whole Sale Price Index for the relevant category of mild steel item as mentioned in Clause 46A.9, published by Office of Economic Adviser, Govt. of India, Ministry of Commerce & Industry Department of Industrial Policy & Promotion (DIPP); for the base period.</p> <p>S_Q Index number of Monthly Whole Sale Price Index for the relevant category of mild steel item as mentioned in Clause 46A.9, published by Office of Economic Adviser, Govt. of India, Ministry of Commerce & Industry Department of Industrial Policy & Promotion (DIPP); for the average price index of the 3 months of the quarter under consideration.</p> <p>C_v Value of Cement supplied by Contractor as per on account bill in the quarter under consideration</p> <p>C_B Index No. of Wholesale Price of sub-group (of Cement & Lime) as published in RBI Bulletin for the base period</p> <p>C_Q Index No. of Wholesale Price of sub-group (of Cement & Lime) as published in RBI Bulletin for the average price index of the 3 months of the quarter under consideration</p> <p>C_s RBI wholesale price index for cement & lime for the month which is six months prior to date of casting of foundation</p> <p>C_o RBI wholesale price index for cement & lime for the month which is one month prior to date of opening of tender</p> <p>R_T IEEMA price index for Iron & Steel for the month which is two months prior to date of inspection of material.</p> <p>R_O IEEMA price index for Iron & Steel for the month which is one month prior to date of opening of tender.</p>
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- P_T IEEMA price for Copper wire bar for the month which is two months prior to date of inspection of material.
- P_O IEEMA price for Copper wire bar for the month which is one month prior to date of opening of tender.
- Z_T IEEMA price for Zinc for the month which is two months prior to date of inspection of material
- Z_O IEEMA price for Zinc for the month which is one month prior to date of opening of tender
- I_T RBI wholesale price index for the sub-group “other Portland and Ceramic product” for the month which is two months prior to date of inspection of material
- I_O RBI wholesale price index for the sub-group “other Portland and Ceramic product” for the month which is one month prior to date of opening of tender

29.8 The demands for escalation of cost shall be allowed on the basis of provisional indices made available by Reserve Bank of India. Any adjustment needed to be done based on the finally published indices shall be made as and when they become available.

29.9 Relevant categories of steel for the purpose of operating Price Variation formula as mentioned in this Clause shall be as under:

S.No.	Category of steel supplied in Railway work	Category of Steel Items as mentioned in Office of Economic Adviser, Govt. of India, Ministry of Commerce & Industry Department of Industrial Policy & Promotion (DIPP).
1	Reinforcement bars and other rounds.	‘MS Bright Bars’ individual commodity of group item (d) Mild Steel-Long Products under (N) MANUFACTURE OF BASIC METAL
2	All types and sizes of angles, channels and joists	‘Angles, Channels, Sections, Steel’ individual commodity of group item (d) Mild Steel-Long Products under (N) MANUFACTURE OF BASIC METAL.
3	All types and sizes of plates.	‘e. Mild Steel – Flat Products’ of (N) MANUFACTURER OF BASIC METAL.
4	Any other section of steel not covered in the above categories and excluding HTS	Average of price for the 3 categories covered under SL 1, 2 & 3 above

	<p>29.10 Price Variation During Extended Period of Contract</p> <p>The price adjustment as worked out above, i.e. either increase or decrease shall be applicable up to the stipulated date of completion of work including the extended period of completion where such extension has been granted under Clause 17-A, of the Indian Railways Standard General Conditions of Contract July 2020. However, where extension of time has been granted due to Contractor's failure under Clause 17-B of the Indian Railways Standard General Conditions of Contract, July 2020 price adjustment shall be done as follow:</p> <p>(a) In case the indices increase above the indices applicable to the last month of original completion period or the extended period under clause 17-A, the price adjustment for the period of extension granted under Clause 17-B 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 17- A of the Indian Railways Standard General Conditions of Contract, July 2020 as the case may be.</p> <p>(b) In case the indices fall below the indices applicable to the last month of original/extended period of completion under clause 17-A, as the case may be, then the lower indices shall be adopted for the price adjustment for the period of extension under Clause 17-B of the Indian Railways Standard General Conditions of Contract, July 2020.</p>
<p>30.0</p>	<p><u>Mobilization Advance:</u> (For Contract Value Rs. 25 Crores and Above) No mobilization advance shall be applicable for this contract.</p>
<p>31.0</p>	<p>MEASUREMENTS OF CONTRACTOR WORKS.</p>
	<p>The tenderer whether sole proprietor, a company or a partnership firm / joint venture (JV) / registered society / registered trust/HUF 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 submit the tender, sign the agreement, receive money, co- ordinate measurements through contractor's authorized engineer, witness measurements, sign measurement books, compromise, settle, relinquish any claim(s) preferred by the firm and sign "No Claim Certificate" and refer all or any disputes to arbitration. The above power of attorney shall be submitted even if such specific person is authorized for above purposes through partnership deed / Memorandum of Understanding / Article of Association or such other document, failing which tender is liable to be rejected.</p> <p>As per Clause No. 15 of Annexure I part 1 of GCC-2020, with up to date correction slip</p>

<p>31.1</p>	<p>Measurement of works by HRIDC: The contractor shall be paid for the works at the rates in the accepted Schedule or Rates 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 Schedule of Rates 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 Schedule of Rates 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 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>(As per Clause No. 45 (i), Part-II of GCC-2020, with up to date correction slip)</p>						
<p>31.2</p>	<p>Test Check Necessary test checks shall be carried out by the AM/ HRIDC and DGM/ HRIDC for the works done before full payment of on-account contract certificate/final contract certificate. AM/ HRIDC and DGM/ HRIDC shall communicate the date of test checks to Contractor in advance. The Contractor can accompany during test check. The Contractor shall provide support staff and all required tools and plants to facilitate test check by HRIDC officials.</p> <p>The stipulated test checks for DGM/ HRIDC and AM/ HRIDC Level is tabulated as under:</p> <table border="1" data-bbox="435 1812 1382 1906"> <thead> <tr> <th data-bbox="435 1812 540 1906">S.No.</th> <th data-bbox="540 1812 943 1906">Description of works</th> <th data-bbox="943 1812 1382 1906">Test Check in term of % of value by</th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> <td> </td> </tr> </tbody> </table>	S.No.	Description of works	Test Check in term of % of value by			
S.No.	Description of works	Test Check in term of % of value by					

		AM/ HRIDC	DGM/ HRIDC
(a)	Measurement of all Non-Scheduled hidden items	100%	100%
(b)	Measurement of all items other than hidden items	100%	20%

5% Test Check will be carried out by JGM/HRIDC Non-schedule Items.

Note:

Higher officials of HRIDC can test check the work at their discretion.

The discrepancy noted (if any) during test check of recorded measurement shall be communicated by DGM/ HRIDC to the Contractor.

In case of discrepancy noticed during test check, the Contractor shall submit original and required copies of fresh invoice of amount corrected for discrepancy, and in case provisional payment has been released earlier, the required copies of fresh invoice of remaining amount corrected for discrepancy (if any), along with on account/final contract certificate to DGM/ HRIDC.

31.3

Final Payment: 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 "contractor's authorized engineer's measurements" of the total quantity of work executed by the Contractor up to the date of completion and on the accepted schedule of rates 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 Railway 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, 43(2), 45 (i)(a), 55, 55-A(5), 57, 57A, 61(1), 61(2) and 62(1) to (xv)(B) of 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 Railway 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.

As per Clause No. 51 (1) of Part-II GCC-2020, with up to date correction slip.

32.0	SETTLEMENT OF DISPUTES
	<p>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 settled as under, provided that matters for which provision has been made in relevant clauses of Special Tender Conditions or in any clause of the Special conditions relating to site data, specification and Special conditions of Non-Schedule Items shall be deemed as 'excepted matters' (matters not arbitrable) and decision of the HRIDC thereon, shall be final and binding on the Contractor; provided further that 'excepted matters' shall stand specifically excluded from the purview of this clause.</p>
32.1	<p>Mutual Settlement All such disputes or differences shall in the first place be referred by the Contractor to HRIDC in writing for resolving the same through mutual discussions, negotiations, deliberation etc. associating representatives from both the sides and concerted efforts shall be made for reaching amicable settlement of disputes or differences.</p>
32.2	Conciliation/Arbitration
32.2.1	<p>It is a term of this contract that Conciliation/ Arbitration of disputes shall not be commenced unless an attempt has first been made by the parties to settle such disputes, within 120 days of submission of monthly statement of such claim, through mutual settlement.</p>
32.2.2	<p>In the event of failure to resolve 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 HRIDC of any certificate to which the contractor may claim to be entitled to, through mutual settlement, the Contractor may refer such matters to the Managing Director/HRIDC in writing within 60 days from the date of failure of amicable settlement of such disputes or differences for settlement through Conciliation.</p> <p>If the efforts to resolve all or any of the disputes through Conciliation fail, the Contractor may refer to the Managing Director of HRIDC for settlement of such disputes or differences through Arbitration. No disputes or differences shall be referred to Arbitration after expiry of 60days from the date of notification of the failure of Conciliation.</p>
32.2.3	<p>The demand for Conciliation or Arbitration shall specify the matters which are in</p>

	question, or subject of the dispute or difference as also the amount of claim item wise. Only such dispute(s) or difference(s) in respect of which the demand has been made, together with counter claims or set off, given by HRIDC, shall be referred to Conciliation or Arbitration and other matters shall not be included in the reference.
(a)	The Arbitration proceeding shall be assumed to have commenced from the day, a written and valid demand for arbitration is received by HRIDC.
(b)	The claimant shall submit his claim stating the facts supporting the claim along with all 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
(c)	HRIDC shall submit its defence statement and counter claim(s), if any, within a period of 60 days of receipt of copy of claim from Tribunal thereafter unless otherwise extension has been granted by Tribunal.
(d)	Place of Arbitration: The conciliation/ arbitration proceedings shall be held at a place decided by Conciliator/ Arbitrator.
32.2.4	No new claim shall be added during proceedings by either party. However, a party may amend or supplement the original, claim or defence thereof during the course of arbitration proceedings subject to acceptance by Tribunal having due regard to the delay in making it.
32.2.5	If the contractor(s) does/do not present his/their specific and final claim in writing, within a period of 90 days of receiving the intimation from HRIDC that the final bill is ready for payment, he/they will be deemed to have waived his/their claim(s) and HRIDC shall be discharged and released of all liabilities under the contract in respect of these claims.
32.3	No suspension of work The Obligations of HRIDC, the Engineer and the Contractor shall not be altered by reasons of conciliation / arbitration being conducted during the progress of works. Neither party shall be entitled to suspend the work on account of conciliation/ arbitration and payments to the Contractor shall continue to be made in terms of the contract.
32.4 (a)	i) Sole Conciliator/Sole Arbitrator: In cases where the total value of all claims/ counterclaims in question added together does not exceed INR 2.00 Crore (Rupees Two Crores), the Arbitral Tribunal shall

consist of a sole arbitrator who shall be an officer of HRIDC not below GM level, nominated by the Managing Director.

The sole arbitrator shall be appointed by the Managing Director of HRIDC within 60 days from the day when a written and valid demand for arbitration is received by HRIDC.

ii) Arbitration Tribunal:

In cases where the total value of all claims/counterclaims exceeds INR 2.00 Crore (Rupees Two Crores), the Arbitral Tribunal shall consist of a panel of three Officers not below GM level.

For this purpose, HRIDC will send a panel of more than 3 names to the contractor, within 60 days from the day when a written and valid demand for arbitration is received by HRIDC. Contractor will be asked to suggest to the Managing Director 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 Managing Director 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. The Managing Director 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 arbitrator sit will be necessary to ensure that one of them is from the Accounts Department. An officer of AGM rank of the Accounts Department shall be considered of equal status to the GM of the other departments of HRIDC for the purpose of appointment of arbitrator.

iii) The minimum qualifications of Conciliator/ Arbitrator shall be graduate in the respective field. He will be a working officer with a minimum of 20 years' service. He should be clear from the vigilance angle and should be a person with reputation of high technical/ commercial ability and integrity. Also, he should not have associated with the contract to which the dispute pertains.

iv) 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 Managing Director fails to act without undue delay, the Managing Director shall appoint new arbitrator/ arbitrators to act in his/their place in the same manner in which the / arbitrators had been appointed. Such reconstituted Tribunal may, at its discretion, proceed with the reference from the stage at which it was left by the previous arbitrator(s).

	<p>v) 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 Arbitral Tribunal should record day-to-day proceedings. The proceedings shall normally be conducted on the basis of documents and written statements.</p> <p>vi) While appointing arbitrator(s) under sub clause 32.4(a)(i), 32.4(a)(ii) and 32.4(a)(iv) 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 HRIDC employee expressed views on all or any of the matters under disputes or differences. 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>
32.4 (b)	<p>i) 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 there from.</p> <p>ii) 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 tribunal within 60 days of the receipt of the award.</p> <p>iii) A party may apply to tribunal within 60 days of the receipt of award to make an additional award as to claims presented in the arbitral proceedings but omitted from the arbitral award.</p>
32.5	In case of the Tribunal, comprising of three members, any ruling or 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.
32.6	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.
32.7	The cost of arbitration shall be borne by the respective parties. The cost shall inter-alia include fee of the Conciliator/ Arbitrator(s) as per the rates fixed by HRIDC from time to time and the fee shall be borne equally by both the parties. Further, the fee payable to the arbitrator(s) would be governed by the instructions issued on the subject by HRIDC from time to time irrespective of the fact whether the arbitrator(s) is/are

	appointed by HRIDC or by the court of law unless specifically directed by Hon'ble court otherwise on the matter.
32.8	Settlement through Court: It is a term of this contract that the Contractor 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 clauses 32.1 and 32.2.
32.9	The Conciliation and/or Arbitration proceedings shall be governed by the provisions of the Indian Arbitration and Conciliation Act 1996 or any statutory modification or re-enactment thereof and the rules made thereunder and for the time being in force.
32.10	The language of proceedings, documents or communications shall be in English and the award shall be made in English in writing.
32.11	Award to be final and binding on all parties: An arbitral award shall be final and binding on all parties, as per provision of Arbitration and Conciliation Act, 1996 with latest amendment.
32.12	Exception: For settlement of disputes with central PSUs, the procedure as per existing orders of Permanent Machinery for Arbitration (PMA), Bureau of Public Enterprises, Govt. of India shall be followed.
32.13	JURISDICTION OF COURTS: In case of any legal dispute, Jurisdiction of Courts in Gurugram/Chandigarh, Haryana area only shall be applicable
	Deputy General Manager (Projects) HRIDC, SCO 17-18-19, 3 rd Floor, Sector-17A, Chandigarh - 160017
	Signature of the Tenderer/s Address _____

ANNEXURE-A

Name of the Bank:
 Managing Director,
 Haryana Rail Infrastructure Development Corporation Limited

Bank Guarantee Bond No.:**Date:****PERFORMANCE GUARANTEE BOND**

In consideration of the Haryana Rail Infrastructure Development Corporation (hereinafter called "HRIDC") having agreed under the terms and conditions of agreement/Contract Acceptance letter No. dated..... made between..... (Designation & address of contract signing Authority) and (here in after called "the said Contractor(s)" for the work..... (here in after called "the said agreement") having agreed for submission of a irrevocable Bank Guarantee Bond for Rs..... (Rs.....only)) as a performance security Guarantee Bond from the Contractor (s) for compliance of his obligations in accordance with the terms & conditions in the said agreement.

1. We.....(indicate the name of the Bank) hereinafter referred to as the Bank, undertake to pay to the Government an amount not exceeding Rs..... (Rs.....only) on demand by the Government.
2. We..... (indicate the name of the bank, further agree that (and promise) to pay the amounts 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 or suffered by the Government by reason of any breach by the said Contractor of any of the terms of conditions contained in the said agreement or by reason of the Contractor 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.....(Rupees.....Only).
3. (a) We (indicate the name of Bank) further undertake to pay to the Government any money so demanded notwithstanding any dispute or dispute raised by the Contractor(s) in any suite or proceeding pending before any court or Tribunal relating to liability under this present being absolute and unequivocal.

(b) 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) shall have no claim against us for making such payment
4. We, (indicate the name of bank) to 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 by (Designation & Address of contact signing authority) on behalf of the Government, certify 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.

5. (a) Notwithstanding anything to the contrary contained herein the liability of the bank under this guarantee will remain in force and effect until such time as this guarantee is discharged in writing by the Government or until (date of validity/ extended validity) whichever is earlier and no claim shall be valid under this guarantee unless notice in writing thereof is given by the Government within validity/ extended period of validity of guarantee from the date aforesaid.

(b) Provided always that we..... (indicate the name of the Bank) unconditionally undertakes to renew this guarantee on to extend the period of guarantee form year to year before the expiry of the period or the extended period of the guarantee, as the case may be on being called upon to do so by the Government. If the guarantee is not renewed or the period extended on demand, we (indicate the name of the Bank) shall pay the Government the full amount of guarantee on demand and without demur.

6. We, (indicate the name of Bank) further agree with the Government that the Government shall have the fullest liberty without our consent and without effecting in any manner out of obligations hereunder to vary any of the terms and conditions of the said contract from time to time or to postpone for any time or from time to time any to the powers exercisable by the Government against the said Contractor (s) and to forbear or enforce any of the terms and conditions of 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 bearance 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 for the said reservation would relive us from the liability.

7. This guarantee will not be discharged by any change in the constitution of the Bank or the Contractor(s).

8. We, (indicate the name of the Bank) lastly undertake not to revoke this guarantee except with the previous consent of the Government in writing.

9. This guarantee shall be valid upto---- (date of Completion plus 60 days). Unless extended on demand by Government. Notwithstanding anything to the contrary contained hereinbefore, our liability under this guarantee is restricted to Rs.....(Rs.....only) unless a demand under this guarantee is made on us in writing on or before..... we shall be discharged from our liabilities under this guarantee thereafter.

Dated: the day of for
(indicate the name of bank)

Signature of Banks Authorised official
(Name) -----
Designation with Code No.-----
Full Address-----

Witness:

1. 2.

ANNEXURE-B**SUPPLEMENTARY AGREEMENT**

Articles of agreement made this day _____ in the year Two thousand and Twenty between the Managing Director, Haryana Rail Infrastructure Development Corporation having his office at SCO 17-18-19, 3rd Floor, Sector-17A, Chandigarh - 160017 herein after called HRIDC of the one part and _____ of the second part.

Whereas the party hereto of the other 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'.

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. And whereas the party hereto of the first part already made payment of the party hereto of the second part diverse sums from time to time aggregating to Rs. _____ including the final bill bearing voucher No. _____ dated _____ (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 further sum of Rs. _____ through the final bill bearing voucher No. _____ dated _____ (the receipt of which is hereby acknowledged by the party thereto of the second part) from the party hereto 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 including/excluding the security deposit the party hereto of the second part have no further dues of claims against the party hereto 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.

It is further agreed and understood by and between the parties that in consideration of the payment already made, under the agreement, the said Principal Agreement shall stand finally discharged and rescinded all the terms and conditions including the arbitration clause. 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 MD/ HRIDC

Witness

1. _____

2. _____

ADDRESS: _____

PERFORMA
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 NS items, quantities and rates taking into account all the above factors also.

Signatures of the Tenderer/s

ANNEXURE-D

(Refer: Clause 2.4.1 of “Special Tender Conditions & Instructions to tenderers” and clause No. 14 (i) Part-I of GCC-2020, with up to date correction slip)

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 clause 2.4.1 of “Special Tender Conditions & Instructions to tenderers”. **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 – E

(Refer: Clause No.11 (iii) Annex-I of Part-I of GCC-2020,
with up to date correction slip)

Details of Plant and Machinery already available with the firm

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

Date:**Signature of Tenderer/s with Seal**

ANNEXURE – F

(Refer: Clause No.11 (iii) Annex-I of Part-I of GCC-2020,
with up to date correction slip)

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

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

Date:

Signature of Tenderer/s with Seal

ANNEXURE – I

(Refer: Clause No.10.2 and 11(ii) Annex-I of Part-I of GCC-2020,
with up to date correction slip)

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

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

Date:
with Seal

Signature of Tenderer/s

**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

ANNEXURE – K

(Refer: Clause No. 17 of Annex-I Part-I of GCC-2020,
with up to date correction slip)

GUIDELINES FOR PARTICIPATION OF JOINT VENTURE (JV) FIRMS

(THE JV firms are allowed to participate only in the tenders of value more than Rs.10 crores).

1. Separate identity/name shall be given to the Joint Venture
2. Number of members in a JV shall not be more than three, if the work involves only one department (say Civil or S&T or Electrical or Mechanical) and shall not be more than five, if the work involves more than one Department. One of the members of the JV shall be its **Lead Member** who shall have a majority (at least 51%) share of interest in the JV. The other members shall have a share of not less than 20% each in case of JV with up to three members and not less than 10% each in case of JV with more than three members. In case of JV with foreign member(s), the Lead Member has to be an Indian firm/company with a minimum share of 51%.
3. A member of JV shall not be permitted to participate either in individual capacity or as a member of another JV **in the same tender**.
4. The tender form shall be purchased and submitted only in the name of the JV and not in the name of any constituent member. The tender form can however be submitted by JV or any of its constituent member or any person authorized by JV through Power of Attorney to submit tender.
5. The Joint Venture Firm shall be required to submit Earnest Money Deposit (EMD) along with the tender through e-payment gateway in terms of the provisions contained in clause 3.0 (**Earnest Money**) of tender document.
6. A copy of Memorandum of Understanding (MoU) duly executed by the JV members on a stamp paper, shall be submitted by the JV along with the tender. The complete details of the members of the JV, their share and responsibility in the JV etc. particularly with reference to financial, technical and other obligations shall be furnished in the MoU. (The MoU format for this purpose is enclosed as **Annexure-K1**).
7. Once the tender is submitted, the MoU shall not be modified / altered / terminated during the validity of the tender. In case the Tenderer fails to observe/comply with this stipulation, the full Earnest Money Deposit (EMD) shall be liable to be forfeited.

8. Approval for change of constitution of JV shall be at the sole discretion of HRIDC. The constitution of the JV shall not be allowed to be modified after submission of the tender bid by the JV, except when modification becomes inevitable due to succession laws etc., provided further that there is no change in qualification of minimum eligibility criteria by JV after change of composition. However, the Lead Member shall continue to be the Lead Member of the JV. Failure to observe this requirement would render the offer invalid.
9. Similarly, after the contract is awarded, the constitution of JV shall not be allowed to be altered during the currency of contract except when modification become inevitable due to succession laws etc. and minimum eligibility criteria should not get vitiated. Failure to observe this stipulation shall be deemed to be breach of contract with all consequential penal action as per contract conditions.
10. On award of contract to a JV, a single Performance Guarantee shall be submitted by the JV as per tender conditions. All the Guarantees like Performance Guarantee, Bank Guarantee for Mobilization Advance, Machinery Advance etc. shall be accepted only in the name of the JV and no splitting of guarantees amongst the members of the JV shall be permitted.
11. On issue of LOA (Letter of Acceptance), the JV entity to whom the work has been awarded, with the same shareholding pattern as was declared in the MOU/JV Agreement submitted along with the tender, shall be got registered before the Registrar of the Companies under 'The Companies Act -2013' (in case of Company) or before the Registrar/Sub-Registrar under the 'The Indian Partnership Act, 1932' (in case of Partnership Firm) or under 'The LLP Act 2008' (in case of LLP). A separate PAN shall be obtained for this entity. The documents pertaining to this entity including its PAN shall be furnished to HRIDC before signing the contract agreement for the work. In case the Tenderer fails to observe/comply with this stipulation within 60 days of issue of LOA, contract is liable to be terminated. In case contract is terminated, HRIDC shall be entitled to forfeit the full amount of the Earnest Money Deposit and other dues payable to the Contractor under this contract. The entity so registered, in the registered documents, shall have, inter-alia, following Clauses:
 - 11.1 Joint and Several Liability - Members of the entity to which the contract is awarded, shall be jointly and severally liable to HRIDC for execution of the project in accordance with General and Special Conditions of Contract. The members of the entity 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.

- 11.2 Duration of the Registered Entity- It 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.
- 11.3 Governing Laws - The Registered Entity shall in all respect be governed by and interpreted in accordance with Indian Laws.
12. Authorized Member - Joint Venture members in the JV MoU shall authorize one of the members on behalf of the Joint Venture 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/correspondences with respect to the contract would be sent only to this authorized member of the JV.
13. No member of the Joint Venture 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 HRIDC in respect of the said tender/contract.

14. Documents to be enclosed by the JV along with the tender:

14.1 In case one or more of the members of the JV is/are partnership firm(s), following documents shall be submitted:

- (a) A notarized copy of the Partnership Deed,
- (b) 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,
- (c) A notarized or registered copy of Power of Attorney (duly 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.

14.2 In case one or more members is/are Proprietary Firm or Hindu Undivided Family (HUF), the following documents shall be enclosed:

A copy of notarized affidavit on Stamp Paper declaring 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 HUF and he/she has the authority, power and consent given by other partners to act on behalf of HUF.

14.3 In case one or more members of the JV is/are companies, the following documents shall be submitted:

- (a) A copy of resolutions of the Directors of the Company, permitting the company to enter into a JV agreement,

- (b) A copy of Memorandum and Articles of Association of the Company.
- (c) A copy of Certificate of Incorporation
- (d) A copy of Authorization/copy of Power of Attorney issued by the Company (backed by the resolution of Board of Directors) in favour of the individual to sign the tender, sign MOU/JV Agreement on behalf of the company and create liability against the company.

14.4 All the Members of JV shall certify that they are not blacklisted or debarred by HRIDC, Railways or any other Ministry / Department / PSU (Public Sector Undertaking) of the Govt. of India/State Govt. from participation in tenders/contract on the date of opening of bids either in their individual capacity or as a member of the JV in which they were/are members.

14.5 All other documents in terms of explanatory notes in clause 10 of GCC-2020.

15. Credentials & Qualifying Criteria: Technical, financial eligibility and credentials of the JV shall be adjudged based on satisfactory fulfilment of the following criteria:

15.1 Technical Eligibility Criteria:

The technical eligibility for the work as per Clause 3.1 of tender Notice above, shall be satisfied by either the 'JV in its own name & style' or 'any member having min 26% share'. Each other member of JV shall have technical capacity of minimum 10% of the cost of work i.e., each JV member must have satisfactorily completed during the last 07 (seven) years, ending last day of month previous to the one in which tender is opened, one similar single work for a minimum of 10% of advertised value of the tender.

Note for Clause 15.1:

Value of a completed work done by a Member in an earlier JV shall be reckoned only to the extent of the concerned member's share in that JV for the purpose of satisfying his/her compliance to the above-mentioned technical eligibility criteria in the tender under consideration.

15.2 Financial Eligibility Criteria

The JV shall satisfy the requirement of "Financial Eligibility" mentioned at Clause 3.2 of Tender Notice above. The "financial capacity" of the lead partner of JV shall not be less than 51% of the financial eligibility criteria mentioned in Clause 3.2 of Tender Notice above.

The arithmetic sum of individual "financial capacity" of all the members shall be taken as JV's "financial capacity" to satisfy this requirement.

Note:

Contractual payment received by a Member in an earlier JV shall be reckoned only to the extent of the concerned member's share in that JV for the purpose of satisfying compliance of the above-mentioned financial eligibility criteria in the tender under consideration.

ANNEXURE – ‘K-1’

(Refer: Clause No. 17.6 of Annex-I Part-I of GCC-2020,
with up to date correction slip)

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 Shriand 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 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 onin 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/sone 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 HRIDC or 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 – ‘K-2’

(Refer: Clause No. 18 of Annex-I Part-I of GCC-2020,
with up to date correction slip)

Guidelines for submitting tenders by Partnership Firms and their Eligibility Criteria

1. The Partnership Firms participating in the tender should be legally valid under the provisions of the Indian Partnership Act.
2. 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 prior to date of tender opening as per the Indian Partnership Act.
3. 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 of any of the constituent partners shall not be considered. The valid constituents of the firm shall be called partners.
4. 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 opening 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 EMD shall be forfeited.

If any Partner/s withdraws from the firm after opening of the tender and before the award of the contract, the offer shall be rejected and EMD of the tenderer will be forfeited. If any new partner joins the firm after opening 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 General Conditions of Contract (July 2020).

5. 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.
6. The tender form shall be submitted only in the name of partnership firm. The EMD shall be deposited by partnership firm through e-payment gateway or as mentioned in tender document. The EMD submitted in the name of any individual partner or in the name of authorized partner (s) shall not be considered.
7. One or more of the partners of the firm or any other person (s) shall be designated as the authorized person (s) on behalf of the firm, who will be authorized by all the partners to act on behalf of the firm through a “Power of Attorney”, specially authorizing him / them to submit & sign the tender, sign the agreement, receive payment, witness measurements, sign measurement books, make correspondences, compromise / settle / relinquish any claim (s) preferred by the firm, sign “No Claim Certificate”, refer all or any dispute to arbitration and to take similar such action in respect of the said tender / contract. Such “Power of Attorney” shall be notarized / registered and submitted along with the tender. The power of attorney shall be submitted even if such specific person is authorized for above purposes through partnership deed / Memorandum of Understanding / Article of Association or such other document, failing which tender is liable to be rejected.
8. 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 submitted only in the name of the partnership firm and no splitting of guarantees among the partners shall be acceptable.
9. 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.
10. 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.
 - (a) Joint and several liabilities:

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 HRIDC during the course of execution of the contract or due to non-execution of the contract or part thereof.
 - (b) Duration of the partnership deed and partnership firm agreement:

The partnership deed/partnership firm agreement shall normally not be modified/altered/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 General Conditions of Contract (July 2020).

- (c) Governing laws: The partnership firm agreement shall in all respect be governed by and interpreted in accordance with the Indian laws.
 - (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 HRIDC.
11. 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:
- (a) A notarized copy of partnership deed.
 - (b) A notarized or registered copy of Power of Attorney (duly registered as per prevailing law) in favour of the individual to tender for the work, sign the agreement etc. and create liability against the firm.
 - (c) An undertaking by all partners of the partnership firm that they are not blacklisted or debarred by HRIDC, Railways or any other Ministry / Department of the Govt. of India / any State Govt. from participation in tenders / contracts as on the date of opening of bids, either in their individual capacity or in any firm in which they were / are partners. Concealment / wrong information in regard to above shall make the contract liable for determination under Clause 62 of the General Conditions of Contract (July 2020).
 - (d) All other documents in terms of explanatory notes in clause 10 of GCC-2020.

12. Evaluation of eligibility of a partnership firm:

Technical and financial eligibility of the firm shall be adjudged based on satisfactory fulfilment of the eligibility criteria laid down in Clause 3 of tender notice above by the partnership firm.

ANNEXURE – L**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: -----

Case File No.: -----

ANNEXURE – M

(Clause no. 2.2.6 of “Special Tender Conditions & Instructions to tenderers” and Clause No. 11(iv) Part-I of GCC-2020, with up to date correction slip)

**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.
4. 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 understand that if the certificates regarding eligibility criteria 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 tender EMD besides banning of business for a period of up to 3 (three) years. Further, I/we (insert name of the tenderer) ** _____ and all my/our constituents understand that my/our offer shall be summarily rejected.

8. I/we also understand that if 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 EMD/SD and Performance guarantee besides any other action provided in the contract including banning of business for a period of up to 3 (three) years.

**DEPONENT
SEAL AND SIGNATURE
OF THE TENDERER**

VERIFICATION

I/We above named Tenderer do hereby solemnly affirm and verify that the contents of my/our above affidavit are true and correct. Nothing has been concealed and no part of it is false.

**DEPONENT
SEAL AND SIGNATURE
OF THE TENDERER**

Place:

Dated:

Note:

- i) Should affidavit be in more than one separate page, each page shall be signed by the authorised signatory*
- ii) The contents in Italics (marked with **) are only for guidance purpose. Details as appropriate are to be filled in suitably by Tenderer*

ANNEXURE – N

DELETED

ANNEXURE – O-1

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 Shriaged aboutyears
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 thisday 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

ANNEXURE – O-2**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 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 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**.

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 inthe 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:

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

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 – O-4

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 – O-5**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 “”i n 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.

ANNEXURE – O-6

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 aboutyears 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 thisday 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 – O-7**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 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 ofAt
.....(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 – O-8**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
Name:
Address: | Executants Signature & Seal of Company:
Name:
Designation: |
| 2. Signature
Name:
Address: | |

Specimen Signatures of Attorney Holder in token of acceptance:

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

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 – O-9**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 – O-10

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 – O-11**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
Name:
Address:
- Signatures of authorized representative & Seal of LLP:
- 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.

ANNEXURE – O-12

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 – O-13**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. 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)NameSignature.....

(2)NameSignature.....

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.

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 / Post Master/ 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-D, 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 Center 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 payment for Tender document fee, eService Fee & EMD shall be made by bidders/ Contractors online directly through Debit Cards & Internet Banking Accounts using the secure electronic payment gateway. 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 01.10.2020 at 03:00 PM (D1) to 21.10.2020 upto 02:00 PM (D3) and tender mandatorily be submitted online following the instruction 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 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 BoQ 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 template of the tender.
2. Duly accepted 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.

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 Haryana Government Service in last one year as on the date of opening of tender in terms of Clause 2.2.12 of “Special tender Conditions and Instruction to Tenderer(s)” of tender document.

(authorized signatory)

Name of the tendering firm

Place:

Dated:

DEFINITIONS

In these Regulations for Tenders and Contracts, the following terms shall have the meanings assigned hereunder except where the context otherwise requires:

“Arbitration Act” means the Arbitration and Conciliation Act, 1996 and shall include modifications to or any re-enactment thereof, as in force from time to time;

"BIS" means Bureau of Indian Standards.

“Competent Authority” Means GM/HRIDC

“Contractor” means the person or persons, as the case may be, with whom HRIDC has entered into any of the Contract for execution of activities related to the project;

“DHBVNL” shall mean Dakshin Haryana Bijli Vitran Nigam Limited

“Director” shall mean Director of HRIDC.

“Drawings” means all of the drawings, calculations and documents pertaining to the HORC

“Engineer” shall mean HRIDC’s DGM of HRIDC in executive charge of the works who is responsible for reviewing the work conducted by Engineer’s Representative and carrying out test checks/ inspections as and when required and work as per instruction of Engineer-In-Charge

“Engineer’s Representative” shall mean the electrical supervisor in direct charge of work at site who is responsible for ensuring quality in execution, liaising with UHBVNL & DHBVNL, preparing contractor bill and site execution plans.

“Engineer-In-Charge” shall mean HRIDC’s Officer-in-Charge of works for authorization and decision making. He will be JGM/GM of HRIDC.

“Force Majeure” or “Force Majeure Event” shall mean certain acts, events or circumstances beyond the control of the parties, for example, natural disasters or the outbreak of hostilities.

“General Manager” shall mean the Officer-in-Charge of the general superintendence and control of HRIDC.

“GOI” means the Government of India;

“HORC” means the Haryana Orbital Rail Corridor Line from Palwal and shall include proposed New Pirthala Station to the proposed Harsana Kalan Station, parallel to DFCCIL line and KMP expressway which shall, connect to Indian Rail on Delhi Mathura line at Palwal Station comprising of system(s) built or to be built and maintained on the Site and includes civil, mechanical and electrical works, rail tracks, signalling and telecommunication equipment, and all other Project

Assets necessary for and associated with operation of trains on the Site; Includes Project Section as defined above, its railway stations, staff amenities, offices, feeder routes, sidings including private sidings, loading and unloading infrastructure conceived and constructed before COD or conceived and augmented after COD in single or multiple stages;

“HRIDC” shall mean Haryana Rail Infrastructure Development Corporation

“Indian Railways” or “IR” shall refer to the India’s national rail system owned by MOR

“Insurance” means the aggregate of the maximum sums insured under all insurances required to be taken out by contractor

“Limited Tenders” shall mean tenders invited from all or some contractors on the approved or select list of contractors with the Railway

“Managing Director” shall mean the Managing Director of HRIDC

“Nigam” shall mean UHBVNL/DHBVNL

“Open Tenders” shall mean the tenders invited in open and public manner and with adequate notice.

“RDSO” shall refer to Research Design and Standards Organization;

“Right of Way” means the constructive possession of the Site, together with all way leaves, easements, unrestricted access and other rights of way, howsoever described, necessary for construction, operation and maintenance of the Rail System and Commercial Development in accordance with this Agreement;

“State” means the State of Haryana and “State Government” means the government of that State;

“Specifications” shall mean the Specifications for Materials and Works of the Railway as specified under the authority of the Ministry of Railways or Chief Engineer or as amplified;

“Tenderer” 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 Railway and shall include their representatives, successors and permitted assigns;

“UHBVNL” shall mean Uttar Haryana Bijli Vitran Nigam

“Works” shall mean the works contemplated in the drawings and schedules set forth in the tender forms and required to be executed according to the specifications.

IMPORTANT CODAL PROVISIONS TO BE FOLLOWED BY THE CONTRACTOR

1.0	Cement Concrete work
1.1	IRS code of Practice for plain, reinforced & Pre-stressed concrete and IRS Concrete Bridge Code will be apply for General Bridge construction
1.2	For Road bridges, the construction shall comply with the standard specifications and Codes of Practices for Road Bridges issued by Indian Road Congress.
1.3	For building & other construction works provisions of Plain and Reinforced Concrete Code of Practices IS-456-2000 will be followed.
2.0	MATERIALS
2.1	General: Water, cement, and fine aggregate shall conform to IS:383:1970 and as specified in Chapter 26 'Mortar' of Unified Standard Specifications for Works & Materials.
2.2	Coarse Aggregate This shall conform to IS 383:1970 and as specified in Chapter 3 of unified standard specification for works and materials.
3	Inspection and Testing Where any patents are used, the manufacturer's certificate with test proofs shall be submitted along with the design and got approved by the Engineer before their use in work.
4	Tests and Standards of Acceptance The materials shall be tested in accordance with these specifications and shall meet the prescribed criteria. The work shall conform to these specifications and shall meet the prescribed standards of acceptance.
5	Method statement & QAP shall be submitted by the successful tenderer as per guidelines issued by RDSO, relevant IS Codes & manuals and shall be got approved from Engineer-in charge.
6	Training of HRIDC Personnel & Contractors Engineers (Applicable for Tenders costing above Rs.20 Cr.): To achieve good quality work, a good working knowledge and experience is required. Practical training in important field of work covering major items included in scope of work in the subject tender (such as concreting, steel fabrication, earthwork as per GE-0014 specification etc.) should be imparted by the contractor at his own cost through trainer duly approved by concerned Engineer In charge /HRIDC to all engineers i.e. Contractor's and HRIDC. What constitutes the major items of the work will be decided by the HRIDC's Engineer in Charge in consultation with the Contractor. No extra payment will be made to the contractor on this account.

**SPECIAL CONDITIONS OF CONTRACT OF NON-SCHEDULE ITEMS
(ELECTRICAL)**

1.0	SCOPE OF WORK:
1.1	Supply, installation, shifting/modification, testing and commissioning of overhead electrical power line crossing LT/HT upto 33 KV by underground cables and removal of other overhead electrical infringement/ utilities in connection with proposed Haryana Orbital Rail Corridor (HORC) from Manesar to Harsana Kalan in the state of Haryana.
1.2	Proposed work will be carried out to remove all infringement of DHBVNL & UHBVNL overhead electrical wires of 440 V, 11 KV & 33 KV exists/running in the alignment of HORC Corridor from Palwal to Sonipat along with DFCC, KMP Expressway & parallel to existing Indian railway track.
1.3	Before starting work, Contractor will be carried out through foot to foot survey from CH: 43 Km to 122.5 Km of HORC & other parallel to Indian railways track to work out actual no's of crossings and infringement and Put up details to Engineer- In-Charge of HRIDC for further instructions in connection with execution of work. No extra payment will be made for this survey work.
1.4	Contractor will execute the work in 2 phases. Phase I: HORC Chainage: KM 43 to KM 55 Phase II: HORC Chainage: KM 55 to KM 124.5 Contractor will start the work from Manesar to Patli (Priority section) of Phase I and after completion of Phase I only, contractor will start working in Phase II.
1.5	The crossings in the section are to be modified by providing underground XLPE cables, poles, overhead lines and DP structures etc. Overhead lines infringing to HORC Corridor will be dismantled and re-erected with same/New overhead conductor. All the work is related with DHBVNL/UHBVNL and after completion of overhead electric lines modification work, WCR i.e. work completion certificate from DHBVNL/UHBVNL is to be obtained. Tenderer has to coordinate with DHBVNL/UHBVNL for permit, EIG and legal documents etc. Hence the tender is invited for carrying out the modification work in co-ordination with DHBVNL/UHBVNL for detailed scope of work, the tender schedule, specification and drawings shall be referred.
1.6	Drawings: Initially layout plans, Site location detail etc shall be submitted by the contractor for approval to Engineer-in-charge HRIDC. Contractor shall submit the "As erected Drawing of the Electrical layout plan, electrical circuit diagram etc. after work is physically completed and before claiming the final bill. For

	commissioning of 11/33 KV Crossings EIG permission may be required to be obtained for which all the drawings such as Layout plan, site plan etc are required to be submitted by the contractor. A rough drawing shall be first submitted then corrected final drawing with corrections if any shall be submitted as per requirement of Engineer-in-charge.
1.7	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.
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/UHBVNL 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 into 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 and personal approval of Engineer-In-Charge of HRIDC.
1.10	The items like different sizes of LT, HT cables, PCC Poles, heat shrinkable Cable end Boxes, HDPE pipes etc. (decision of Engineer-In-Charge of HRIDC 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 such as RITES 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 HRIDC 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-In-Charge. THE COST OF FACTORY INSPECTION / LAB TESTS / DOCUMENTATIONS WILL BE BORNE BY THE CONTRACTOR				
1.11	Contractor shall submit design & drawing of different circuits / system & get approval before starting of work & submit minimum 6 copies of each approved drawings including soft copies if any.				
1.12	All the materials shall be procured as per relevant IS/BS specification. the contractor has to submit original delivery challans to HRIDC Engineer along with 2 duplicate challans for office record and submitting to accounts. At the time of submission of drawings/sample, contractor has to submit relevant documents regarding the certification & specifications and technical catalogues reflecting all the technical parameters of the item. Only the ISI/BEE or any other relevant mark/label or any certificate produced in support, may not be enough to approve the sample, further verifications/ factory inspection/lab test may be carried out as per the discretion of Engineer-In-Charge.				
1.13	Work of all the HT & LT Crossings/infringement such as horizontal and vertical clearances etc shall be done 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.				
1.14	After completion of work for commissioning of the HT crossings EIG sanction is required to be obtained by contractor for which different drawings are required which are to be given by the contractor at time to time along with test certificates, etc.				
1.15	All the work is to be carried out as per requirement DHBVNL/UHBVNL and site Engineer satisfaction. This aspect shall be considered by the tenderer while quoting the offer.				
1.16	In case of any kind of confusion/conflict/dispute, the decision of HRIDC authority will be final and binding on the contractor. The reference list for make of products is given in Annexure-S .				
2.0	<u>EMPLOYMENT OF TECHNICAL STAFF:</u>				
2.1	The Contractor(s) shall employ following Qualified Engineers during the execution of the allotted work as per table below:				
	<table border="1"> <thead> <tr> <th>SN</th> <th>Personnel</th> <th>Qualification</th> <th>Total Experience for each person (in years)</th> </tr> </thead> </table>	SN	Personnel	Qualification	Total Experience for each person (in years)
SN	Personnel	Qualification	Total Experience for each person (in years)		

	1	Electrical Engineer (1 no)	Graduate Degree in Electrical Engineering	Must have 3 years of working experience on HT works upto 33 KV of Infrastructure Projects of general power supply arrangement.
	2	Supervisor (Electrical) (2 no)	Diploma in Electrical Engineering	2 years' experience of working in electrical general power supply arrangement
2.2	Further, for this work in case the Tenderer/ Contractor fails to employ the Qualified Engineer, as aforesaid in Clause 4.1 above, 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 Clause 4.1 above.			
	S.No.	Personnel	Amount to be recovered from running bills each month for default period for each resource	
	1	Electrical Engineer (1 no)	INR 50,000	
	2	Supervisor (Electrical) (2 no)	INR 30,000	
2.3	The Contractor shall submit the copy of bio-data and Degree/ Diploma certificate, Experience certificate of the above technical staff employed by him for the scrutiny by HRIDC and the same will be approved by HRIDC 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.			
2.4	While passing each "on" account bill, the DGM/HRIDC in-charge will certify the availability of technical staff as above otherwise the recovery as above shall be made from every bill.			
2.5	The decision of the Engineer in-charge, whether the required Technical staff was not employed by the Contractor shall be final and binding upon the Contractor.			
3.0	TERMS OF PAYMENT			
3.1	Payment shall be only be made after carrying out the work to the satisfaction of Engineer-In-charge.			

3.2	<p>Items wise payment for Electrical schedule shall be made as under per discretion of HRIDC.</p> <ol style="list-style-type: none"> 1. 65% payment after supply and acceptance of material. 2. 15% payment after successful erection of items of work. 3. Balance 20% payment after successful commissioning of items of work
3.3	<p>PAYMENT FOR SUPPLY OF MATERIALS:</p>
	<p>Payments will be made for materials as specified below:</p> <p>(a) The material required for execution of the work to be supplied by the contractor will be arranged by the contractor and kept in HRIDC premises 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, HT/LT Cable and materials required for execution of the work will be made up to 65% of the supply value of the item indicated in the tender schedule to the contractor subject to complying the following:</p> <ol style="list-style-type: none"> (i) Supplier's Challan and manufacturer's challan for major items. (ii) Certificate of receipt of materials in good condition at Purchaser's depot/s duly accepted by the Purchaser's Engineers. (ii) Anti-fire & Antitheft insurance for the period covering till erection. <p>(b) Issue of materials to the Contractor for erection: 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-In-Charge", 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>
3.4	<p>Stage payment for supply of Major Electrical material by the Contractor (For works above Rs. 5 Crores): Stage payment limited to 65% of the rate of Major Electrical material such as HT/LT XLPE(E) Cable, HDPE pipe, Heat shrinkable cable end boxes etc. awarded in the contract (as a separate NS item for the purpose) shall be made to the Contractor for above mentioned material physically brought by the Contractor to the site (even before its actual use in the work) subject to following:-</p> <ol style="list-style-type: none"> (a) The material shall be strictly in accordance with the contract specifications. (b) 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 in charge. The Contractor shall store the bulk material in the measurable stacks.

	<p>(c) The quantities of materials shall be brought to the site only in such instalments that would facilitate smooth progress of work and consumed in reasonable time. The decision of Engineer-in-charge regarding quantity of Major Electrical material to be brought to the site shall be final and binding to the Contractor.</p> <p>(d) Proper accountal in the material registers to be maintained in the prescribed format at the site for the receipt and use of the material on day to day basis.</p> <p>(e) 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.</p> <p>(f) 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 etc.</p> <p>The balance payment shall be released only after material is actually consumed in the work. The price variation claim for steel would continue to be governed as per extant PV clause and with reference to delivery at site.</p>
3.5	<p>Quantity of Major Electrical material such as HT/LT XLPE(E) Cable, HDPE pipe and Heat shrinkable cable end boxes will be supplied with prior approval of Engineer-In-Charge of HRIDC as per following schedule: -</p> <ol style="list-style-type: none"> a) 50% of Quantity of the total value of major Electrical material at initial stage of starting of work. b) 30% of Quantity of the total value of major Electrical material after Six months of commencement of the work. c) 20% of remaining Quantity of major Electrical material will be supplied after 12 months of commencement of the work. <p>The supply can be increase or decrease as per progress of the work at site/ requirement with approval of Engineer-In-Charge of HRIDC.</p> <p>The supply can be taken as per satisfaction/ discretion of Engineer-In-Charge of HRIDC.</p>

3.6	<p>Special variation conditions: -</p> <p>Quantities of 11 KV 3 core 185 sq.mm AL XLPE ‘E’ , 11 KV 3 core 300 sq.mm AL XLPE ‘E’ cables and Heat shrinkable end joint boxes for sizes of 11 KV 3 core 185 sq.mm & 11 KV 3 core 300 sq.mm cables are tentative and final quantities will be based on the drawings to be finalised under item No. NS-1 of BOQ.</p> <p>Quantities of item no. NS-40 & NS-41 are tentative. For the purpose of variation, the quantities of item no. NS-40 & NS-41 will be considered together i.e. quantity variation will be apply on total quantity of 21400 m and there can be variation of any extent in individual items i.e. NS-40 & NS-41.</p> <p>Similarly, the quantities of item no. NS-21 & NS-22 are also tentative and for the purpose of variation the quantities for Heat shrinkable end joint boxes of item no. NS-21 and NS-22 for 11 KV 3 core 185 sq.mm AL XLPE ‘E’ and 11 KV 3 core 300 sq.mm AL XLPE ‘E’ cable sizes will be considered together i.e. quantity variation will be apply on total quantity of 328 no’s and there can be variation of any extent in individual items i.e. NS-21 & NS-22.</p>
4.0	<p>SECURITY OF MATERIALS:</p>
4.1	<p>The contractor shall be responsible for the security of material irrespective of the fact that the material is kept in HRIDC premises. The contractor shall make adequate arrangements at site as deemed necessary for guarding the same from the thefts and any sort of damage by outsiders or his labour</p>
5.0	<p>DEALING WITH COMPOSITE WORK:</p>
5.1	<p>Conditions for main contractor or associate electrical contractor for electrical work (only for composite work) as below:</p> <p>Valid Electrical Contractor license is required for other than OEM or their Authorized Agency for all Electrical works. The verified / attested copy of the competency certificate of each inspector authorized to execute the electrical work is required to be submitted to the Electrical work In-charge before starting of the electrical work.</p> <ol style="list-style-type: none"> a) If the tenderer engaged associate electrical contractor, he / they is / are required to submit legally enforceable agreement dully signed with the associated electrical contractor before signing of the contractor agreement within the form of MOU as per given Performa-I with tender document. MOU must be on the non-judicial stamp paper duly notarized of Rs.500/- or as per the stamp Act of the concerned State. b) The main tenderer shall be responsible for acts of commission and omission of the associate electrical contractor. The entire electrical work is to be executed by the associate electrical contractor only and no change shall be allowed in associated electrical contractor during currency of the contract. However, in case of any force majeure, competent authority may permit

	<p>another eligible associate electrical contractor.</p> <p>c) Electrical portion of works shall be supervised, test checked, billed / paid after recording of measurements in separate MB by electrical site Engineer / officer as decided by the Engineer-In-Charge, HRIDC.</p>
6.0	Inspection and Testing
6.1	<p>Whenever the Engineer or his representative gives notice to the Contractor(s) that materials are to be inspected at the site, the Contractor(s) shall having regard to the inspection, test or examination required give to the Engineer or his representative sufficient notice of such materials being ready for inspection.</p> <p>THE COST OF FACTORY INSPECTION/ SITE INSPECTION/ LAB TESTS / DOCUMENTATIONS WILL BE BORNE BY THE CONTRACTOR</p>
6.2	Delay to works arising from the late submission of such notice will not be acceptable as reason for delay in the completion of the works.
7.0	<u>REJECTION OF MATERIALS:</u>
7.1	Factory made material shall have to be tested before leaving the manufacturer's premises. However, appropriate materials may also be tested at the site and they may be rejected if found not suitable or not in accordance with the specifications, notwithstanding the result of tests at manufacturer's works or elsewhere or test certificate.
7.2	The Engineer or his representative shall have the right to order, at any time, that any construction materials which do not meet with his approval shall not be used in the works. Such rejected materials shall be removed from the site by the Contractor(s) at his own expenses, notwithstanding any prior approval which might have been given earlier. Once a particular material is rejected by Engineer, an entry to that effect should be made in material passing register.
7.3	The instructions to the Contractor(s) to remove the rejected material within reasonable time as given by the Engineer should be complied by the Contractor(s) at his own cost
7.4	In case of default on the part of the Contractor(s) in removing rejected materials within the time specified in notice, the Engineer shall be at liberty to have them removed by other means at the cost of the Contractor(s). In addition, a penalty of upto Rs 20,000/- per case for above default may also be levied on the Contractor(s).
7.5	<p>Inspection & Testing of HT Cable 11/33 KV shall be conducted as per guidelines of UHBVN/DHBVN circular /specification No. CSC-111/R-1/DH/UH/P&D/2016-2017 for 11 Kv and circular /specification no. CSC-110/DH/UH/P&D/2015-2016 for 33 KV with latest amendment thereof.</p> <p>A. Type Tests:</p>

All the cable types (1C or 3C) and sizes i.e. items offered should have been fully type tested as per IS 7098 (Part-2)-2011 with amendments upto date at any NABL accredited Laboratory/ Test house. If the manufacturer's lab is accredited by NABL then it shall be acceptable for type testing. The bidder shall furnish one set of authenticated copy of type test reports along with the offer. These type tests must have been conducted within last five years prior to date of Bid opening. For any change between design/type of already type tested and the design / type offered against this specification, the purchaser reserves the right to demand repetition of type tests without any extra cost. For each type and size the type test shall be got carried out independently. The purchaser also reserves the right to have tests carried out at his own cost from an independent agency, whenever there is a dispute regarding the quality of supply. The type test certificates for type tests shall be furnished as Per IS 7098 (part-2)-2011 invariably with the offer. The first lot offered shall not be less than 10% of ordered quantity of each size of 11/33 kV XLPE ARMORED CABLE. One sample from the 1st Lot of 11/33 kV XLPE ARMORED Cable of each size as received in purchaser's store shall be selected and sealed by the inspecting officer nominated by purchaser's for getting it type tested at any NABL accredited testing laboratory. The charges incurred towards type test of the material received in our stores shall be borne by Supplier.

In case sample from first lot fails then:

- a). Supplier shall have to replace the full quantity of the respective inspected lot supplied to various stores and lying unused at stores.
- b). For the quantity already utilized against the order in field a deduction @ 15% (Fifteen Percent) of F.O.R. Destination prices of the material supplied shall be made.
- c). Sample from next lot shall be selected again for type test. All test charges incurred towards type test of the material for second time shall be borne by the Supplier. In case sample again fails in the type test then further supplies shall not be accepted

B). Acceptance Test:

The selection of sample pieces for acceptance test shall be as per Annexure D of IS 7098 (Part-II) 2011, of each lot offered for inspection or part thereof. The minimum shall be one drum. The acceptance tests shall be carried as per IS: 7098 (Part-II) – 2011 out on the selected samples. All the acceptance tests shall be carried out by the firm, in the presence of purchaser's representative at their works. The firm shall give at least 15 days advance notice to the purchaser to enable him to depute the engineer for witnessing the tests. The test certificates for acceptance tests witnessed by inspecting officer/ engineer shall be submitted for approval before dispatch of material.

	<p>C). Routine Tests: The following shall constitute the routine tests. The Inspector may also inspect the routine tests at the time of inspections per Clause 20.7.2 of IS: 7098 (Part-II) – 2011.</p>
8.0	<p>Quality Assurance Plan The Quality assurance plan for the inspection of material at manufacturer’s factory, post receipt inspection at Site’s stores/ turnkey contractor’s site stores , dispatch of material, supply lots, counter checking etc is in force for the procurement and turnkey works which shall be applicable, as the case may be, along with up to date amendments, if any.</p> <p>Note: Inspection of HT 11/33 KV XLPE(E) Cables will be carried out by RITES in presence of HRIDC representative as per codal provision upto latest amendment and extant rules.</p>
8.1	<p>A detailed list of bought out items which got into the manufacture of cables should be furnished indicating the name of the firms from whom these items are procured. The bidder shall enclose the quality assurance plan invariably along with offer followed by him in respect of the bought-out items, items manufactured by him & raw materials in process as well as final inspection, packing & marking.</p> <p>The Company may at its option order the verification of these plans at manufacturer's works as a pre-qualification for technically accepting the bid.</p>
8.2	<p>Identification mark: The outer sheath of the cable shall bear following identification parameters embossed at intervals of length of one meter of cable, throughout the cable: -</p> <ol style="list-style-type: none"> i. Name of manufacturer ii. Year of manufacture iii. Voltage grade iv. Size of cable v. Cable code vi. Name of purchaser “HRIDC” vii. ISI certification mark. viii. Successive length
8.3	<p>Packing and forwarding: 8.3.1. The cable shall be wound on non-returnable steel/wooden drums as per relevant IS: and packed in drums suitable for vertical / horizontal transport, as the case may be and shall be suitable to withstand rough handling during transport and outer storage. The outer surface of the drum shall be painted with white aluminum paint. Similarly, the inside surface of drum shall have the protective layer of varnish / paint.</p>

8.3.2 The wooden drums shall be reinforced with steel bends and strips for better protection.

8.3.3 Length: For single and three core cables, the cable shall be supplied in standard drum length of 1000 meters +/- 5% tolerance for all the sizes of cable except for 300 mm² cable and above. The cable length for sizes 300 mm² and above shall be 500 meters +/- 5%. Overall tolerance in total quantity of ordered cables shall be +/- 2%.

8.3.4 The ends of the cable shall be sealed by means of non-hygroscopic heat shrinkable type sealing material.

8.3.5 The following information be stenciled on the drum with either water proof ink or oil paint:

- i. Reference of IS / IEC standard.
- ii. Manufacturer's name or trademark.
- iii. Type of cable and voltage grade.
- iv. No. of cores.
- v. Nominal cross-sectional area of conductor.
- vi. Cable code.
- vii. Length of cable on the drum.
- viii. Gross weight.
- ix. Direction of rotation of drum (by means of an arrow)
- x. Position of outer end of cable
- xi. HRIDC's technical specification number.
- xii. Year of manufacture
- xiii. Reference of Tender No. / P.O. No. date Page 9 of 15
- xiv. Property of "DHBVN".
- xv. Name of consignee and the destination.
- xvi. ISI Certification Mark.

8.3.6 The firm shall be responsible for any damage to the cables during transit due to improper and inadequate packing. Wherever necessary, proper arrangement for lifting, such as lifting hooks, shall be provided. Any cable found short inside the packing cases shall be supplied by the supplier, without any extra cost.

8.3.7 Each consignment shall be accompanied by a detailed packing list, containing the following information:

- (a) Name of consignee
- (b) Details of consignment
- (c) Destination

	<p>(d) Total weight of consignment (e) Handling and unpacking instruction (f) Bill of materials, indicating contents of each package.</p>
8.4	<p>Inspection:</p> <p>8.4.1. The inspection may be carried out by the purchaser at any stage of manufacture. The successful bidder shall grant free access to the purchaser's representative at reasonable time, when the work is in progress. Inspection and acceptance, of any cables under this specification by the purchaser, shall not relieve the supplier of his obligation of supplying cable in accordance with the specification and shall not prevent subsequent rejection, if the cables are not found as per the technical specifications.</p> <p>8.4.2 The supplier shall keep the purchaser informed in advance about the programme of manufacturing of cables so that arrangement can be made for inspection.</p> <p>8.4.3 The purchaser reserves the right to insist for witnessing the acceptance / routine tests of the bought-out items.</p> <p>8.4.4 The manufacturer shall be responsible to pay penalty of Rs 20,000/- for each occasion at which the fake inspection call has been made or the material is rejected during testing/inspection by the authorized agency/representative of the HRIDC. This penalty would be in addition to the expenses incurred by the HRIDC in deputing the Inspecting Officer, carrying out such inspection.</p> <p>8.4.5 At least 5% of total numbers of drums subject to minimum of 2 in each lot put up for inspection shall be selected at random to ascertain the length/workmanship of cable by the following method:</p> <p>8.4.6 At the work of the manufacture, the cable shall be transferred from one drum to another for checking any manufacturing defects in the cable drum selected for conducting acceptance tests, at the same time measuring its length with the help of pulley & cyclometer graduated in presence of inspector. The difference in the measured length thus obtained from the declared length by the supplier in the packing list shall be applied to all the drums if the cable is found short during checking the sample lot (s).</p> <p>8.4.7 The supplier shall present the latest Calibration Certificate(s) of testing instruments/equipments to be used for the testing of the material covered in the Purchase Order to the authorized inspecting officer /inspecting agency of the purchaser. The testing instruments / meters /apparatus etc. should be got</p>

	<p>calibrated by the supplier from time to time from an independent testing laboratory / house having valid accreditation from National Accreditation Board for testing and calibrating laboratories for the testing equipment or from original manufacturers having traceability to NABL /NPL. The calibration certificate(s) should not in any case be older than one year at the time of presenting the same to the inspecting officer / inspecting agency of the purchaser. The testing instruments / equipment should be duly sealed by the Calibrating Agency and mention thereof shall be indicated in the calibration certificate(s).</p> <p>THE COST OF FACTORY INSPECTION/ SITE INSPECTION/ LAB TESTS / DOCUMENTATIONS WILL BE BORNE BY THE CONTRACTOR.</p>
9.0	<p><u>MISCELLANEOUS:</u> HRIDC shall not be responsible for any loss or damage to the Contractor/s men, materials, equipment, tools and plants etc. from any cause whatsoever. No claim for idle labour, idle machinery and plant etc., on any account will be entertained. Similarly, no claim shall be entertained for business loss or any such loss.</p>
10.0	<p><u>GENERAL:</u></p>
10.1	HRIDC shall not be responsible for any loss or damage to Contractor's men, material, equipment, tools and plants, etc. due to any cause whatsoever.
10.2	If any work (whether temporary or permanent) or materials, the value of which has been included in an on account bill is destroyed or damaged or has/have for any other reasons to be replaced or restored by the Contractor(s), the value of the work or other materials as destroyed may be recovered by HRIDC administration from any payment due to the Contractor(s) or may be recovered at any time from the Contractor(s) as debit due to the Contractor(s) and no payment made by the HRIDC to the Contractor(s) after the aforesaid amount becomes due and recoverable shall in any way prejudice HRIDC's right for lawful recovery.
10.3	The Contractor(s) will ensure that if minimum water way of the bridge is blocked during the course of construction, then such blockage is removed by him at his own cost before the middle of June every year or as directed by the Engineer. Any damage to the bridge on this account will be the Contractor's responsibility.
10.4	In any case, in which by virtue of section 20(a) and 21(4) of the Contract Labour Regulation and Abolition Act-1970, HRIDC is obliged to provide amenities and/ or pay wages to labour employed by the Contractor(s) directly or through petty Contractor(s) or sub-Contractor(s) under this contract, then the Contractor(s) shall indemnify the HRIDC fully and HRIDC shall be entitled to recover from the Contractor(s), the expenditure incurred on providing the said amenities and/or wages so paid by deducting it from the Security Deposit or from any sum due to the Contractor(s) provided that if any dispute arises as to the expenditure incurred by HRIDC or provision of the said amenities, the decision of the Engineer thereof shall be final and binding.

10.5	The Contractor(s) shall arrange for effective technical supervision of the work and shall be represented by the authorized representative at the site of work during the currency of the contract. He will arrange to receive all the correspondences at the site of work during execution of work.
10.6	No claim for extra payment shall be entertained on account of interruption to work due to rain, floods or delay in arranging closure of water channels, etc.
10.7	The pathways for the piers in water and elsewhere will have to be made and maintained by the Contractor(s) and nothing extra shall be payable on this account.
10.8	There may be a water supply/sewerage/any other underground/overhead line passing at the site of work and any delay in its shifting/adjusting will not entitle the Contractor(s) to any claim whatsoever.
10.9	Work will have to be done in close co-operation with the other Departments/ Agencies, if any.
10.10	NOTICE TO PUBLIC BODIES The Contractor/s shall give to the municipality, police and other authorities, all Notices that may be required by law and obtain all requisite licenses for temporary obstructions, enclosures and pay all fees, taxes and charges, which may be levied on account of his operations while executing the contract. He should make good any damage to adjoining premises whether public or private and supply and maintain any lights etc. required at night. Nothing extra shall be payable on any such account and accepted rates of various items in the schedule of items, rates and quantities shall be deemed to cover any such aspect.
11.0	<u>SAFETY MEASURES/ PRECAUTIONS AND PENALTIES FOR VIOLATIONS:</u>
11.1	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

	<p>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. 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>
11.2	<p>The Contractor(s) shall abide by the HRIDC regulations in force for the time being and ensure that the same are followed by his representative, agents or subcontractor(s) or workmen. He shall give due notices and training to his employees and workers about provision of the above Para.</p>
11.3	<p>While working within station limits especially on passenger platforms, the Contractor(s) shall ensure that at all time sufficient space is left for free movement of passenger traffic. He must cover and/or barricade the excavations carried out in such areas and continue to maintain these till the work is completed with a view to avoid any accident to public or to HRIDC staff or his own workmen, machinery and equipment.</p>
11.4	<p>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 railway equipment, structure or rolling stock except as agreed to by HRIDC provided that all damages and disfiguration caused by the Contractor(s) to any railway 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). The work must be carried out in the yard without any infringement to the Schedule of Dimensions applicable for BG as issued by the Railway Board. It will be the responsibility of the Contractor(s) to ensure that there is no infringement to the track which will affect the smooth and efficient running of traffic.</p>
11.5	<p>Moreover, if at any time the works to be carried out directly concern the safety to trains & locos, the Contractor's staff must comply fully with the railway regulations given to him by authorized HRIDC staff. The Contractor's employee and workers may for no reasons operate an installation concerning train safety or train movement. They shall notify the authorized representative of HRIDC who will take all necessary steps in this regard. Special attention of Contractor(s) is drawn to relevant clauses of Indian Railways Standard General Conditions of Contract, July 2020 and advised to take all precautions for the safety of public, HRIDC staff and his own personnel.</p>

11.6	If the work is to be executed in proximity of the running railway track, the Contractor(s) will be required to follow all precautions and carryout all works that may be necessary to ensure the safety of the running track/trains, without imposition of any speed restriction thereon as may be directed by the Engineer or his authorized representative. No claim whatsoever will be entertained for either any inconvenience or interruption caused to the Contractor(s) or for the rescheduling of the operations or for any other reasons on this account.
11.7	The Contractor(s) shall be responsible for safe custody of tools and for the safety of his labour. He should ensure that labour on work removes their tools clear of the track on the approach of any trains. After the day's work, the Contractor(s) should ensure that the tools are deposited in proper toolbox before the labourers proceed for their home. Tools issued should not be allowed to fall in unwanted hands that can tamper with the railway track. The Contractor(s) shall employ suitable supervisor to supervise the work at site. Though all the work relating to the safety of running trains shall be executed under railway supervision, presence of qualified supervisor from the Contractor's side is a must at the site of work.
11.8	In case of failure to adhere to above provisions or if unsafe practices/ safety violation by Contractor(s)/his staff are noticed at the site of work, the Contractor(s) shall be levied with a penalty of Rs 20,000/- for the 1st incident, Rs 50,000/- for the 2nd incident and Rs 1,00,000/- for subsequent such incident. Repeated safety violations shall become a valid ground for initiating the contract termination proceedings under Clause-62 of Indian Railways Standard General Conditions of Contract, July 2020.
11.9	In the event of occurrence of an accident at the work site, a departmental enquiry shall be held and in case it is established that the accident has occurred on account of Contractor's negligence or the negligence of his men, penalties up to an upper limit of 10% of the total cost of the work shall be imposed on the Contractor(s). Further, the HRIDC administration reserves the right to terminate the contract with immediate effect if the Contractor(s) is found responsible for causing an accident after giving "show cause notice/notices" to the Contractor(s) in addition to lodging criminal case under Railway Act/IPC.
11.10	In the event of Contractor(s) not completing the work or leaving it unsafe at the end of day's work, warranting speed restrictions to be imposed, track shall be attended by HRIDC immediately at the Contractor's cost without any further notice. In addition to the labour charges recoverable from the Contractor(s), supervision charges @ 12½% and train detention charges @ Rs.5,000/- every half an hour of delay or part thereof shall also be recovered.

11.11	In case of any damage to OFC/Cable occurred due to fault of Contractor(s), a flat penalty of Rupees One lakh will be imposed (Ref:- CAO/C's letter No. 74-W/O/WA/ Pt.X/CP dated 02.08.2007).
11.12	<p>Following annexures enclosed with these Special Conditions, Site Data & Specifications will form an integral part of the contract.</p> <ul style="list-style-type: none"> • Annexure-1: Attached (Para 826 of IRPWM, correction slip No. 69 dated 23.05.2001) • Annexure-2: Attached (Training to Supervisors and Operators of Contractor) • Annexure-3: Joint procedure for undertaking Digging work in the vicinity of Underground Signalling, Electrical and Telecommunication cables
11.13	Note: In addition to the above clauses, the Contractor shall also be required to comply with the requirements mentioned in the section ' Safety, Health and Environment (SHE) Protocol to be followed by the Contractor ' of this tender document.
12.0	<u>GENERAL RESPONSIBILITY AND LIABILITY OF CONTRACTOR:</u>
12.1	The Contractor(s) shall be responsible for any type of structural damage to property or injury caused by work or his workmen to persons, animals, or things and shall indemnify the HRIDC in respect thereof and shall be held entirely responsible for all works carried out by him until it is finally taken over by HRIDC and he will be liable to be called upon to make good any damage or loss which may occur to the bridge work by inclemency of weather, flood, etc. or due to any other cause during entire period until the work is taken over.
12.2	Examination or approval by HRIDC of any drawings or other documents submitted by the Contractor(s) shall not relieve the Contractor(s) of his responsibilities and/or liabilities under this contract.
12.3	Notwithstanding the specifications and conditions stated in the contract, the Contractor(s) shall keep HRIDC authorities fully indemnified and free from all liabilities and risks consequential to any lapse on his part in respect of material quality, standard of workmanship, accuracy of fabrication and the like. He shall provide all labour and material required for execution of the work as per listed standards and in absence of any IRS & BIS specifications to the relevant British/American Standards.
12.4	Latest edition of relevant Codes including upto date correction slips, on date of submission of tender/negotiated rates shall govern. These Codes of Practice are available from the Manager, Government of India publication Branch, Patiala House, New Delhi and Director, Indian Standards Institution, Manak Bhawan, Bahadur Shah Zafer Marg, New Delhi.

12.5	The Contractor(s) must have one copy of each relevant Code at site as applicable for ready reference of Site Engineer/other inspecting officials.
13.0	<u>SCHEDULE FOR TIMELY COMPLETION OF WORK AND PENALTY FOR DELAYS:</u>
13.1	The whole work shall be completed within the stipulated completion period from the date of issue of acceptance letter.
13.2	The sequence in which the various works & activities are programmed & scheduled to be carried out shall be prepared by Contractor(s) in the form of PRIMAVERA/ MS PROJECT and will be submitted to HRIDC within 30 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.
13.3	Mid-term progress review and token penalty for slow progress: 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 3 months, 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.
14.0	<u>RECORDS OF CONSTRUCTION WORK:</u>
14.1	The Contractor(s) is required to take and supply to Engineer-in-Charge, coloured photographs and films on construction activities including the one prior to the work. The Contractor shall provide the photographs/films as documented of all activities at the time of submission / approval of on account bills to JGM/HRIDC office as directed by the site engineer. A recovery of Rs. 5000/- shall be made in case of failure to do this.
14.2	The coloured photographs shall be taken by the Contractor(s) of all the construction activities pertaining to the work at regular intervals as directed by Engineer-in-Charge. Three sets of 5” x 7” prints of each snap shall be supplied. Out of the above, the Contractor(s) shall be required to supply, as directed by Engineer-in-Charge, blow up size colour prints of up to 36” x 36” size up to 5 photographs of each important site (minimum 03 copies of each). The negatives of all the photographs taken shall also be supplied to the Engineer-in-Charge.

	The Contractor(s) shall show extreme promptness in supplying of the photographs on directions of Engineer-in-Charge.
14.3	All the cost of reels, taking and recording, developing and printing, etc. shall be deemed to have been included in rates quoted against various items and nothing extra shall be paid for the items of work under this Clause as above.
14.4	HRIDC shall have full ownership and copy right of all these photographs and the Contractor(s)/tenderer(s) shall indemnify HRIDC against any claim of any sort. The Contractor(s) shall maintain accurate plans and charts showing the dates and progress of all main operations and the Engineer shall have access to this information at all reasonable times. Records of tests shall be handed over to the Engineer's representative after carrying out the tests.
15.0	<u>SITE REGISTERS:</u>
15.1	<p>The following registers will be maintained at site by the Contractor(s):</p> <ul style="list-style-type: none"> i) Site Order Register: 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 reasonable time so that it can be checked/verified ii) Labour Register: This register will be maintained to show daily strength of labour in different categories employed by the Contractor(s). iii) Plant and Machinery Register: 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). iv) Quality control register for various materials v) Daily progress register vi) Hindrance register: 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. vii) Contractor(s) may be asked to maintain additional registers, if required by Engineer-in-Charge. Any other register instructed by engineer in charge HRIDC time to time will also be prepared by contractor
16.0	<u>INTERRUPTION OF WORKS DURING MONSOONS:</u> The stipulated completion period is inclusive of the monsoon/rainy season. The Contractor(s) should, therefore, plan and prepare his work keeping this fact in mind.
17.0	<u>CONSTRUCTION EQUIPMENT:</u>

17.1	The Contractor(s) shall arrange and operate at his own cost, all necessary tools, plants, machineries and equipment necessary for successful and timely completion of work.
17.2	If in the opinion of the Engineer, equipment/plants brought by the Contractor(s) are not suitable for the work concerned, the Engineer shall have the right to order the Contractor(s) to replace them by suitable plants/ equipment. In the interest of public convenience, the Engineer may insist on a specific way of execution of the work.
17.3	The Contractor(s) shall be required to give a trial run of the equipment for establishing their capacity to achieve the laid down specifications and tolerance to the entire satisfactions of the Engineer before commencement of any work.
17.4	All equipment provided shall be of proven efficiency and shall be operated and maintained in a manner acceptable to Engineer-in-Charge.
17.5	No equipment shall be removed from the site without prior permission of the Engineer-in-Charge.
18.0	<u>Method Statement:</u>
18.1	<p>Method statement for execution planning of the work including quality assurance plan (QAP) shall be submitted by Contractor for approval of GM/Projects/HRIDC, before execution of work and followed strictly.</p> <p>The Contractor should identify the various major activities required for successful completion of the work and submit the method statement for each major activity before start of activity for approval of HRIDC. The method statement shall be submitted activity-wise and should broadly contain the following:</p> <ol style="list-style-type: none"> 1. Purpose 2. Scope 3. List of references used for preparation of method statement and that required during execution of activity. 4. The responsibilities of its staff involved in execution. 5. The detailed methodology of execution for the activity including its sub activities Step by step along with sketches/drawings/ photographs/ other relevant details, as required. 6. List of various equipment/tools/plants, their capacity and numbers required. 7. List of technical persons to be deployed for supervision. 8. List of type of other staff along with their numbers. 9. Tests required/to be carried out, if any, before start of activity, during activities or after completion of activity, if any, duly referring to various

	<p>IS, IRS, IRC, other codes as applicable along with acceptance criteria for various tests.</p> <p>10. Quality Assurance Plan with Quality Control measures.</p> <p>11. Various Performa's required for recording of data/tests results/observations during the activity for ensuring proper Quality Control.</p> <p>12. Check list to be observed at various stages of activity as applicable.</p> <p>13. Safety measures to be adopted at site.</p> <p>14. Any other details as considered necessary for specific activity.</p> <p>Contractor should submit method statement well in advance of likely start of activity. Contractor shall not have any claim for extension of time of completion due to delay in approval of method statement</p>
<p>19.0</p>	<p>DISCREPANCIES</p> <p>In case of discrepancies in the description or conflicting interpretation of provisions kept in different sections of contract or among various specifications/codes, following order of preference shall be followed:</p> <p>Technical Matters:</p> <p>a) Description of the item of BOQ.</p> <p>b) The specifications mentioned in this document including specifications of USSOR shall be prime governing. Codes/specifications specifically mentioned in this document shall have overriding preference over other codal provisions.</p> <p>c) Where there is conflict between provisions in IRS & IS specifications, provisions in IRS specifications shall prevail.</p> <p>d) Where there is no provision of specifications in IRS, provisions in IS specifications should be adopted. Where there are no provisions in IRS and IS Specifications, provisions in IRC Specifications should be followed.</p> <p>e) The decision of Engineer shall be final and binding in the interpretation of the clause of the codes of practice and specifications of this tender and no claim whatsoever shall be entertained on this account from the Contractor.</p> <p>General/Other than Technical Matters -For general matters, order of preference shall be as follows:</p> <p>(a) Description in the item of BOQ.</p> <p>(b) Provisions contained in "site data and specifications section of the tender document"</p> <p>(c) Provisions contained in special tender conditions and instructions to tenderer.</p> <p>(d) General Conditions of Contract.</p> <p>(e) Provisions contained in code of practice for Engineering department</p>
<p>20.0</p>	<p>TOOLS AND PLANTS:</p>

20.1	Necessary tools and plants required for handling, assembling and linking shall be arranged by the Contractor himself at his own cost. T & P on hire basis will be provided by the HRIDC if readily available with HRIDC and necessary hire charges will be recovered from the Contractor.
20.2	These tools shall be returned to HRIDC at the end of maintenance period i.e. after successful completion of the contract. Only normal wear and tear shall be accepted and the same shall be decided by the Engineer in charge and shall be final, binding on the Contractor. The Contractor shall have to pay for the tools damaged or lost
20.3	The Contractor shall be required to arrange for safe custody of tools & plants at the times, when the same are not being used and even when these are being used the Contractor shall ensure that labour does not use these tools and plants carelessly and or infringes the running line in any manner. For this, the Contractor shall construct suitable tools boxes at suitable locations to be decided by the Engineer. Nothing extra on this account shall be payable to the Contractor.
21.0	Responsibility for any mishap, derailment, accident arising out of this work:
21.1	In the event of any accident during handling of materials, assembling and execution of Electrical works or any accident on existing running lines arising on account of Contractor or his own staff not observing safety precautions to various operations required for the execution of work, the Contractor shall be fully responsible the damages and also have to pay for the accident relief train arranged, if any at the following rates:
21.2	Accidents involving use of accident relief train Rs.100,000/- per 24 hrs. or part thereof.
21.3	Accidents not involving use of accident relief train Rs.10,000/- per 24 hrs. or part thereof.
22.0	GENERAL ARRANGEMENT:
22.1	The Contractor shall provide communication facility at the work site for effective means of communication like VHF or mobile telephone service etc. between HRIDC office and site of work during the period of validity of contract in order to have effective monitoring of planning and progress of work. However, nothing extra will be paid to the Contractor for such a facility.
22.2	Contractor will have to produce license for labour to be engaged on for this work from the concerned Labour Enforcement Officer under Contractor Labour Regulation and Abolition Act-1970 prior to the commencement of the work failing which payment for the work done will not be made.

22.3	Tenderer(s) are required to observe all safety precautions at all time as contained in Annexure attached with the tender documents. Nothing shall be paid on this account.
22.4	The Contractor will have to arrange Electric connection if required at his own cost. However, necessary assistance in arranging Electric connection will be given by HRIDC on the written request of Contractor. In case, HRIDC is unable to arrange Electric connection, HRIDC will not be responsible at all and the Contractor will have to make his own arrangements.
22.5	If proper approach road for transporting the various material are not available, the Contractor may have to handle the material involving head lead etc. Proper space for stacking the material may not be given in the yard and it may be away from the yard. The Contractor will be required to stack the material at the specified area nominated by the Engineer In-charge.
22.6	The work is to be completed on a strict time bound schedule. The Contractor(s) who have sound experience and necessary resources, requisite tools and plants, equipment and finance to handle the job shall be considered. Tenderer(s) are required to submit credentials about the experience of having executed these kinds of various works.
22.7	After the acceptance letter is issued, Contractor will be required to submit the detailed programme for completion of work.
23.0	Documentation: <ol style="list-style-type: none"> The bidder shall furnish following documents along with his offer - Sectional view, showing the General constructional feature with conductor / conductor screen / insulation / armoring / inner and outer sheath etc. Drawing of cable drums with details of material dimension and paint etc. All the required type test reports. Literature, pamphlets for the supplied items.
24.0	Before purchase any Major value items the contractor shall take prior Approval from Competent Authority.
25.0	Technical and guaranteed particulars: The bidder shall furnish all Guaranteed Technical Particulars, as called for, in Appendix - 1 of this Specification. Particulars, which are subject to guarantee, shall be clearly identified. Offer not containing this information will not be considered for acceptance.
26.0	Challenge Clause: -

	<p>The material offered/received after the inspection by the authorized inspecting officer may again be subjected to test for any parameter from any testing house/in-house technique of the HRIDC & the results if found deviating/ unacceptable or not complying to Technical specification, the bidder shall arrange to supply the replacement within thirty (30) days of such detection at his cost including to & fro transportation. In addition, penalty @10% of cost of the inspected lot of material shall be imposed.</p>
<p>27.0</p>	<p>Warranty Period: -</p> <p>The supplier shall be responsible to replace, free of cost, with no transportation or insurance cost to the purchaser, up to destination, the whole or any part to the material which in normal and proper use provides defective in quality or workmanship, subject to the condition that the defect is noticed within 72 months from the date of commissioning. The consignee or any other officer of HRIDC actually using the material will give prompt notice of each such defect to the supplier. The replacement shall be effected by the supplier within a reasonable time, but not, in any case, exceeding 45 days/ The supplier shall, also, arrange to remove the defective material within a reasonable period, but not exceeding 45 days from the date of issue of notice in respect thereof, failing which, the purchaser reserve the right to dispose of defective material in any manner considered fit by him (purchaser), at the sole risk and cost of the supplier. Any sale proceeds of the defective material after meeting the expenses incurred on its custody, disposal handling etc., shall however be credited to the supplier's account and set off against any outstanding dues of the purchaser against the supplier. The warranty shall be for the entire duration of the warranty period.</p>

Deputy General Manager (Projects)
 HRIDC, SCO 17-18-19, 3rd Floor,
 Sector-17A, Chandigarh – 160017

I/We am/are to abide by the terms and conditions mentioned on all pages of Tender Documents as well as the Indian Railways Standard General Conditions of Contract, July 2020, Standard, Northern Railway Unified Standard Schedule of Rates 2010 (Works & Materials) and Indian Railway Unified Standard Specifications (Works & Materials) Vol.1 & 2- 2010 to the extent the latter three books are applicable as corrected up to date.

Signature of the Tenderer(s)

Address

Annexure-1

IRPWC/S No. 69 dated 23.05.2001	
(Authority RB letter No. 98/CE-II/PRA/32 dated 23.05.2001)	
A new Para No.826 be added to Chapter VII of the IRPWM, 1986 to read as under:	
826	Safe working of Contractor(s) – A large number of men and machinery are deployed by the Contractors for track renewals, gauge conversions, doublings, bridge rebuilding, etc. It is, therefore, essential that adequate safety measures are taken for safety of the trains as well as that of the work force. The following measures should invariably be adopted:
(i)	The Contractor(s) shall not start any work without the presence of HRIDC Supervisor at site.
(ii)	Wherever the road vehicles and/or machinery are required to work in the close vicinity of railway line, the work shall be so carried out that there is no infringement to the Railway's Schedule of Dimensions. For this purpose, the area where road vehicles and/or machinery are required to ply, shall be demarcated and acknowledged by the Contractor(s). Special care shall be taken for turning/reversal of road vehicles/machinery without infringing the running track. Barricading shall be provided wherever justified and feasible as per site conditions
(iii)	The look out and whistle caution orders shall be issued to the trains and speed restrictions imposed where considered necessary. Suitable flagmen/detonators shall be provided where necessary for protection of trains.
(iv)	The Supervisor/Workmen should be counselled about safety measures. A Competency Certificate to the Contractor(s) as per Performa annexed shall be issued by DGM/HRIDC, which will be valid only for the work for which it has been issued
(vi)	Supplementary site-specific instructions, wherever considered necessary shall be issued by the Engineer-in-Charge.
Competency Certificate	
Certified that Shri..... Electrical Supervisor of M/s..... has been examined regarding Electrical working on Work. His knowledge has been found satisfactory and he is capable of supervising the work safely.	
Signature of Tenderer(s)	Signature and designation of the Officer

Annexure-2**Training to Supervisors and Operators of the Contractor(s):**

The Supervisors and Operators of the Contractor(s) proposed to be deployed at the work site, which is close to the running track, shall be imparted mandatory training by contractor himself about the safety measures to be adopted while working in the vicinity of running track. Engineer-in-Charge of the work shall decide the scale, extent & adequacy of training. In case training is imparted at a recognized Railway Training Institute, the charges for the same, as decided by HRIDC shall be recovered from Contractor(s). A Competency Certificate to this effect to the individual Supervisor/ Operator shall be issued as given below, by a HRIDC Officer not below the rank of Assistant Manager level. No Supervisor/Operator of the Contractor(s) shall work or be allowed to work in the vicinity of running track who is not in possession of valid Competency Certificate.

All the labour, materials, tools, plants, etc. required for ensuring safe running of trains shall be provided by Contractor(s) at his own cost.

Competency Certificate

Certified that Shri..... Supervisor/Operator of M/s..... has been has been trained and examined in safety measures to the followed while working in the vicinity of running railway track for the work
His knowledge has been found satisfactory and he is capable of supervising the work safely.

This Certificate is valid only for the work mentioned in this Certificate.

Signature of Tenderer(s)

Signature and designation of the Officer

**JOINT PROCEDURE FOR UNDERTAKING DIGGING WORK IN THE VICINITY OF
UNDERGROUND SIGNALLING, ELECTRICAL AND TELECOMMUNICATION
CABLES:**

A	A number of Engineering works in connection with gauge conversion/ doubling/third line are in progress on various Railways, which require extensive digging work near the running track, in close vicinity of the working S&T cables carrying vital safety circuits as well as electrical cables feeding the power supply to cabins, ASM room, RRI cabin, Intermediate Block Huts (IBH) etc. Similarly, engineer In-charge organisation under open line or construction units under CAO/C, are executing various Signalling and Telecom works requiring digging of earth for laying of cables or casting of foundations for the erection of signal posts etc. Rail Tel is also executing the work of laying of quad cable and OFC on various Railways as a part of sanction works for exclusives use of Railways for carrying voice and data i.e. administrative and control communication, PRS, FOIS etc. or shared by Rail Tel Corporation of India Ltd. On certain sections digging is also required for laying of electrical cable and casting of foundation for the erection of OHE masts by Electrical Deptt. generally, these works are executed by Contractors employed by these organisations.
B	However, while carrying out these works in the vicinity of working signalling, telecommunication and electrical cables, at times cable cut take place due to JCB machines working along the track or during the digging work being done by Contractors carrying out the Civil Engineering works. Similarly, such cable cuts are also resulting due to works undertaken by engineer in-charge. Such cable faults results in the failure of vital signalling and telecommunication circuits installations.
C	Henceforth, the following joint procedure shall be followed by engineer In-charge of the HRIDC organisation, while carrying out any digging work near to existing signalling and telecommunication and electrical cables, so that the instances of cable cut due to execution of works, can be controlled and minimized.
1.	Concerned Engineer In-charge shall provide a detailed cable route plan showing exact location of cable at an interval of 200m or wherever there is change in alignment so that the same is located easily by the Engineering official/Contractor. In addition, concerned engineer In-charge shall also provide cable markers along the alignment of the cable. These cable route plans shall be made available to the DGM/HRIDC or JGM/HRIDC, as the case may be, by DGM/S&T/System or JGM/Electrical within 15 days in duplicate. DGM/HRIDC or JGM/HRIDC, will send copies to their field unit i.e. concerned engineer In-charge and works.
2.	Before taking up any digging activity on a particular work by any agency, DGM/S&T/System or JGM/Electrical or the section shall be approached in writing by the concerned Engg. or SD&T or Electrical Officer for permitting to undertake the

	work. DGM/S&T/System or JGM/Electrical, after ensuring that the concerned execution agencies including the Contractor have fully understood the concerned engineer In-charge and Electrical cable route plan, shall permit the work in writing within 07 days of the request by concerned department.
3.	After getting the permission from concerned engineer In-charge or Electrical Department as the case may be, the relevant portion of the cable route plan shall be attached to the letter through which permission is issued to the Contractor by concerned Engg. official for commencement of work and ensuring that the Contractors have fully understood the cable route plan and precautions to be taken to prevent damage to the underground cables. The Contractor shall be asked to study the cable plan and follow it meticulously to ensure that the safety of the cable is not endangered. Such a provision, including any penalty for default, should form part of agreement also. It is advisable that a suitable post of SE/Sig. or SE/Tele or SE/Electrical (TRD or G) shall be created chargeable to the estimates of doubling/gauge conversion, who can help Engg. agencies in the execution of the work. However basic responsibility will be of the department executing the work and the Contractor. Creation of posts is not mandatory.
4.	The SE/P. Way or SE/Works shall pass on the information to the concerned SE/Sig. or SE/Tele or SE/Electrical (TRD or G) about the works being taken up by the Contractors in their sections at least 03 days in advance of the day of the work. In addition Engineering control shall also be informed by concerned engineer In-charge, who in turn shall pass on the information to the test room/network operation centre of Rail Tel/TPC/Electrical Control.
5.	On receiving the above information, SE/Sig or SE/Tele or SE/Electrical (TRD or G) shall visit the site on or before the date of taking up the work and issue permission to the Contractor to commence the work after checking that adequate precautions have been taken to avoid the damage to the cables. The permission shall be granted within 03 days of submission of such requests.
6.	The name of the Contractor, his contract telephone number, the nature of the work shall be notified in the Engineering control as soon as the concerned Engineering officials issue the letter authorizing commencement of work to the Contractor. Test room shall be given copies. Test room shall collect any further details from the Engineering control and shall pass it on to the concerned engineer In-charge regularly. In case the supervisors of concerned departments do not turn up on the day as advised in terms of para 4 and 5 above, the works of Contractor should not be stopped on this account.
7.	In case of works being taken up by the State Government, National Highway Authority etc., the details of the permission given i.e the nature of work, kilometre etc. be given to the Engineering control person's number so that the work can be done

	in a planned manner. The permission letter shall indicate the contact number of Test room/Network Operating Centre of Rail Tel/TPC/Elect. Control.
8.	Where the nature of the work taken up by the Engineering Department is such that the OFC or other S&T cables or Electrical cables is to be shifted and relocated, notice of minimum one week shall be given so that the Division/Rail Tel/Construction can plan the works properly for shifting. Such shifting works shall be in addition, for security and integrity of the cables, be supervised by concerned engineer In-charge.
9.	The concerned engineer In-charge supervising the work of the Contractor shall ensure that the existing emergency sockets are not damaged in view of their importance in providing communication during accident/emergency.
10.	In case of minor nature of works where shifting of cable is not required, in order to prevent damage to the cable, the Engineering Contractor shall take out the concerned engineer In-charge of HRIDC or optical fibre cable or Electrical cable carefully from the trench and place it properly alongside at a safe location before starting the earthwork under the supervision of SE/Sig. or SE/Tele or SE/Electrical (TRD or G). The cable shall be reburied soon after completion of excavation with proper care including placement of the brick over the cable under the supervision of concerned engineer In-charge. However, the work will be charged to the concerned engineering works. The responsibility for ensuring availability of SE (Signal), SE (Electrical) as per para 4 and 5 above lies with the respective department. The Contractor will go ahead with the shifting of cables as per the program decided and he will not be held responsible for any cable cut.
11.	In all the sections where major project are to be taken up/going on concerned engineer In-charge shall deploy their official to take preventive/corrective action at site of work. As regards Electrical Department, the official may be deputed on need basis.
12.	No new OFC or quad cable shall be laid close to the existing track. It shall be laid close to the Railway boundary on one side of the Railway track to the extent possible to avoid any interference with the future works (doubling etc.). It shall be ensured in the new works of cable laying that the cable route is properly identified with electronic or concrete markers. Wherever multiple cables are laid in a trench, RFID markers may be provided for easy identification of the cable. Henceforth, wherever cable laying is planned, before undertaking the cable laying work, the cable route plan of the same shall be prepared by concerned department of HRIDC/Railway to avoid possible damage in future. Such approval shall be granted within 15 days of the submission of the request.
13.	The works of excavating the trench and laying of the cable should proceed in quick succession, leaving a minimum time between the two activities.

14	In case damage is caused to OFC/Quad cable during execution of the work, the Contractor is liable to pay a penalty for damaging the cable. Penalty shall not be levied in case of the following.										
14 (a)	Detailed cable route plan as per clause C-1 not provided by concerned department or cable is not protected as per laid down procedures.										
14 (b)	The alignment of the cable does not tally with the information provided to the Contractor.										
14 (c)	The cable depth is found to be less than 800mm from normal ground level.										
14 (d)	No engineer In-charge was available at site guarding the cables on the fixed pre-determined date and time.										
15.	<p>Penalty to be imposed for damages to cable shall be as under:</p> <table border="1"> <thead> <tr> <th>Cable damaged</th> <th>Penalty per location</th> </tr> </thead> <tbody> <tr> <td>Only Quad cable or Signalling Cable</td> <td>Rs 1.0 Lakh</td> </tr> <tr> <td>Only OFC</td> <td>Rs. 1.25 Lakh</td> </tr> <tr> <td>Both OFC & Quad</td> <td>Rs. 1.5 Lakh</td> </tr> <tr> <td>Electrical Cable</td> <td>Rs 1.0 Lakh</td> </tr> </tbody> </table> <p>Necessary debit in this regard shall be raised on the department undertaking the shall be in turn levy the penalty on the defaulting Contractor. Department be raise the debits in case of damage to OFC or Quad or Signalling cable electrical department shall raise the debits in case of damage to Electrical cable.</p>	Cable damaged	Penalty per location	Only Quad cable or Signalling Cable	Rs 1.0 Lakh	Only OFC	Rs. 1.25 Lakh	Both OFC & Quad	Rs. 1.5 Lakh	Electrical Cable	Rs 1.0 Lakh
Cable damaged	Penalty per location										
Only Quad cable or Signalling Cable	Rs 1.0 Lakh										
Only OFC	Rs. 1.25 Lakh										
Both OFC & Quad	Rs. 1.5 Lakh										
Electrical Cable	Rs 1.0 Lakh										
16.	<p>HRIDC will not lodge FIR with RPF in cases of works being executed by authorized Contractors of HRIDC who have been duly permitted to execute the works in accordance with this JPO. Joint note by the supervisors of the concerned department shall be prepared and the responsibility of the cable cut should be decided without involving RPF. The joint note deciding the fact whether the Contractor should be penalized shall be completed in a day's time from the occurrence of cable cut.</p> <p>In all other cases, when the cable is cut by an agency that was not permitted to execute any work, FIR should be lodged with RPF.</p>										
17.	While giving permission for taking up the works, concerned departments may note that earthwork by engineering Contractors will normally be done by machines except in a few isolated locations where the quantity of earth work is very less.										
18.	HRIDC shall make necessary correction in their future contract so that this Joint Procedure can also be enforced contractually.										

19.	In case of damage to OFC, Rail Tel should be paid 5/6 th of the penalty recovered. Rail Tel shall raise demands on the concerned engineer In-charge in this regard.
20.	All types of signalling & OHE bonds i.e, rail bond, cross bond and structure bond shall be restored by the Contractor with a view to keep the rail voltage low to ensure safety of personnel.
21.	Above joint circular shall be applicable for construction as well as all concerned departments of this work.
22.	S&T cable and electrical cable route plan should be prepared by the concerned engineer In-charge respectively and got approved as stipulated in para C-12 before undertaking the work. The completion cable route plan should be finalized block section by block section as soon as the work is completed.
23.	All cable laying works shall be executed as per laid down technical specifications, such as protection measures/protective cover, compaction of refilled material etc.

Safety, Health and Environment (SHE) Protocol to be followed by the Contractor

Safety, Health and Environment (SHE) Protocol to be followed for this work

1.0 Introduction

1.1 Scope: This document defines the principal requirements of the HRIDC on Safety, Health and Environment (SHE) associated with the Contractor / sub-Contractor and any other agency to be practiced at construction worksites of Haryana Rail Infrastructure Development Corporation (HRIDC) at all time. Since HRIDC is the Principal HRIDC for all work men / women at all its work sites, applicability of HRIDC's SHE Manual is very important.

1.2 Application of this document: This document applies to all aspects of the Contractor's scope of work, including all aspects conducted by sub-Contractors and all other agencies. There shall be no activity associated to the contract, which is exempted from the purview of this document.

1.3 Purpose of this document: The objective of these guidelines is to ensure that adequate precautions are taken to avoid accidents, occupational illness and harmful effects on the environment during construction.

2.0 SHE targets and goals

2.1 The SHE targets, goals and aim for the Works are to achieve:

- i) Zero total recordable injuries.
- ii) Zero reportable environmental incidents
- iii) All personnel inducted in accordance with the approved Contractor SHE plan
- iv) Total compliance of conducting inspections and audits as per approved SHE plan
- v) 100% incident recording and reporting
- vi) 100% adherence of usage of appropriate PPEs at work.
- vii) Executing construction work with least disturbance to the environment, adjoining road users and traffic

3.0 Compliance

3.1 Memorandum of Understanding (MOU): A MOU placed at **Annexure-4** shall be executed before the award of contract by the Contractor with regard to various provisions on Safety, Health and Environment to be practiced during the construction work.

3.2 Statutory requirements

3.2.1 Primary Statutory Regulations: Contractor shall develop thorough understanding about Building and Other Construction Workers (Regulation of Employment and Conditions of Service) Act 1996 (i.e. BOCWR), Central Rules 1998, Building and Other Construction Workers' Welfare Cess Act, 1996 and Central Rules, 1998 and Haryana Building and Other Construction Workers' Welfare Board Rules, not only to satisfy the Inspectors' perspective

but the use of legislation as the strong tool for effective SHE management at construction worksites. Contractor is strongly advised to practice the principle of voluntary compliance.

3.2.2 In addition, the construction works shall be undertaken in accordance with all applicable legislation and Indian statutory requirements listed below but not limiting to:

- a) Indian Electricity Act 2003 and Rules 1956
- b) National Building Code, 2005
- c) Factories Act, 1948
- d) Motor Vehicles Act as amended in 1994 and The Central Motor Vehicles Rules, 1989.
- e) Indian Road Congress Code IRC: SP: 55-2001 'Guidelines on Safety In Road Construction Zones.
- f) The Petroleum Act, 1934 and Rules 1976
- g) Gas Cylinder Rules, 2003
- h) Indian Explosives Act. 1884, along with the Explosives substance Act 1908 and the Explosives Rules 1983
- i) The (Indian) Boilers Act, 1923
- j) The Public Liability Insurance Act 1991 and Rules 1991
- k) Minimum Wages Act, 1948 and Rules 1950
- l) Contract Labour Act, 1970 and Rules 1971
- m) Child Labour (Prohibitions & Regulations) Act, 1986 and Rules 1950
- n) Environment Protection Act, 1986 and Rules 1986
- o) Air (Prevention and control of Pollution) Act, 1981
- p) Water (Prevention and Control of Pollution) Act, 1974
- q) The Noise Pollution (Regulation & Control) Rules, 2000
- r) Manufacture, Storage & Import of Hazardous Chemicals Rules, 1989
- s) The Hazardous Waste (Management & Handling) Rules, 1989
- t) Hazardous Waste Management Rules 1989 (as amended in 1999)
- u) Workman Compensation Act, 1923 along with allied Rules
- v) Fly ash utilization notification, Sept 1999 as amended in August 2003

3.2.3 **International Standards, Guidelines & ISO Certifications:** The works should be undertaken in accordance with the applicable international guidelines, standards and specifications on SHE and every contract shall aim to achieve ISO certifications listed below during the currency of the contract:

- a) OHSAS 18001-1999: Occupational Health and Safety Management System.
- b) ISO 14001-2004: Environmental Management Systems

4.0 General instructions for personnel working at the site

4.1 The Contractor shall ensure that all personnel working at the site receive induction training explaining the nature of the work, the hazards that may be encountered during the site work and the particular hazards attached to their own function within the operation.

- 4.2 All personnel shall be issued a photo identity card of size 85mm x 55mm duly signed by the authorized representative of the Contractor before they are engaged for any work and the format of the photo identity card should be approved from HRIDC.
- 4.3 Contractor shall also issue a safety handbook to all the personnel in a language known to the workers, which provides information on safety, health and emergency procedures that all personnel working on the contract are required to know and the need to follow. Contractor shall ensure that this is distributed, and its content introduced to all personnel working at the site.

5.0 Safety Protocols

5.1 Housekeeping:

- 5.1.1 Contractor shall understand and accept the importance of housekeeping. The working environment shall be kept clear of all unnecessary waste, thereby providing a first line of defense against accidents and injuries.
- 5.1.2 General Housekeeping shall be carried out by the Contractor and ensured at all times at Work Site, Construction Depot, Batching Plant, Labour Camp, Stores, Offices and toilets/urinals.
- 5.1.3 The Contractor shall be responsible to provide segregated containers for disposal of debris at required places and regular cleaning of the same.
- 5.1.4 Full height fence, barriers, barricades etc. shall be erected around the site in order to prevent the surrounding area from excavated soil, rubbish etc., which may cause inconvenience to and endanger the public. The barricade especially those exposed to public shall be aesthetically maintained by regular cleaning and painting as directed by the HRIDC. These shall be maintained in one line and level.
- 5.1.5 All surplus earth and debris should be removed/disposed-off from the working areas to officially designated dumpsites
- 5.1.6 No parking of trucks/trolleys, cranes and trailers etc. shall be allowed on roads, which may obstruct the traffic movement.
- 5.1.7 Roads shall be kept clear and materials like pipes, steel, sand boulders, concrete, chips and brick etc. shall not be allowed on the roads to obstruct free movement of road traffic.
- 5.1.8 Proper and safe stacking of material are of paramount importance at yards, stores and such locations where material would be unloaded for future use. The storage area shall be well laid out with easy access and material stored / stacked in an orderly and safe manner.
- 5.1.9 Flammable chemicals / compressed gas cylinders shall be safely stored.
- 5.1.10 Empty cement bags and other packaging material shall be properly stacked and removed.

5.2 Working at Height:

- 5.2.1 The Contractor shall ensure that work at height is properly planned for any emergencies and rescue, appropriately supervised, and carried out in a manner, which is reasonably practicable safe.

- 5.2.2 The Contractor shall ensure that work at height is carried out only when the weather conditions do not jeopardize the health or safety of persons involved in the work.
- 5.2.3 The Contractor shall ensure that no person at work passes across or near, or working on, from or near, a fragile surface (i.e. surface, which would be able to fail if any reasonably foreseeable loading were to be applied to it) where it is reasonably practicable to carry out work safely and under appropriate ergonomic conditions without his doing so. Prominent warning notices should be placed near such surfaces.
- 5.2.4 The Contractor shall, where necessary to prevent injury to any person, take suitable and sufficient steps to prevent, so far as is reasonably practicable, the fall of any material or object.
- 5.2.5 Where a workplace contains an area in which, owing to the nature of the work, there is a risk of any person at work falling a distance or being stuck by a falling object, which is liable to cause personal injury, the workplace shall be reasonably equipped with devices preventing unauthorized persons from entering such area.
- 5.2.6 Every workman shall use any work equipment or safety device provided to him for work at height by the Contractor
- 5.2.7 Requirements for collective safeguards for arresting falls:
- Collective safeguard are a safety net, airbag or other collective safeguard for arresting falls
 - A safeguard shall be suitable and of sufficient strength to arrest safely the fall of any person who is liable to fall.
 - Suitable and sufficient steps shall be taken to ensure, so far as practicable, that in the event of a fall by any person the safeguard does not itself cause injury to that person.
- 5.2.8 Requirement for Ladders:
- Every Contractor shall ensure that a ladder is used for work at height only if a risk assessment has demonstrated that the use of more suitable work equipment is not justified because of the low risk.
 - Only metal ladders shall be allowed. Bamboo ladders are prohibited

5.3 Overhead Protection: All Contractors shall provide overhead protections as per Rule 41 of BOCWR

5.4 Slipping, Tripping, Cutting, Drowning and Falling Hazards: As per Rule 42 of BOCWR

5.5 Lifting Appliances and Gear

- 5.5.1 Lifting appliances means a crane, hoist machinery, derrick, winch, gin pole, sheer legs, jack, hoist drum, slewing machinery, slewing bearing fasteners, lofting machinery sheaves, pulley blocks, hooks or other equipment used for lifting materials, objects or building workers and lifting gears means ropes, chain slings, shackles, hooks, lifting lugs, wire ropes, lifting eyebolts and eyenuts and other accessories of a lifting appliance.
- 5.5.2 No machine shall be selected to do any lifting on a specific job until its size and characteristics are considered properly against various parameters.

5.5.3 The Contractor shall ensure that a valid certificate of fitness is issued and available for all lifting appliances including synchronized mobile jacks, pre-stressing hydraulic jacks, jacks fitted with launching girders etc. and HRIDC's approval is taken before inducting any such appliance to the site.

5.5.4 Contractors shall ensure testing and periodical examination of lifting appliances and gears.

5.5.5 The Contractor shall ensure that the operator of lifting appliances is well qualified and trained

5.6 Launching Operation

5.6.1 As launching operation is one of the riskiest job, the Contractor shall take utmost precaution at all stages like planning, establishing casing yard, casting segments, transporting segments, fabrication and erection of launching girders, launching of segments, pre-stressing, auto launching of girders and dismantling of launching girders.

5.6.2 The Contractor shall prepare a comprehensive Method Statement for the launching operation, adhering to the SHE conditions laid down in conditions of contract on SHE. Particular reference shall be made to the provisions on working at height. As the entire process of launching has to be undertaken at an elevated level the safety of workers and the girder is paramount important. Necessary general guidelines shall be adhered to throughout the launching operation by the Contractor.

5.7 Construction machinery

5.7.1 Construction machineries may include dumpers and dump trucks, lift trucks and telescopic handlers piling rigs, vibro hammers, rail welding equipment, mobile elevating work platforms, cranes, tipper lorries, lorry loaders, etc.

5.7.2 Every construction equipment shall be in sound mechanical working condition and certified by either competent person under Factories Act or manufacturers' warranty in case of brand new equipment or authorized persons/firms approved by HRIDC before induction at site.

5.7.3 All Vehicles shall be fitted with audible reverse alarms and maintained in good working condition. Reversing shall be done only when there is adequate rear view visibility or under the directions of a banksman.

5.8 Machine and general area guarding

5.8.1 The Contractor shall ensure at the construction site all motors, cogwheels, chains and friction gearing, flywheels, shafting, dangerous and moving parts of machinery are securely fenced or legged. The fencing of dangerous part of machinery is not removed while such machinery is in motion or in use.

5.9 Manual lifting and carrying of excessive weight

5.9.1 The Contractor shall ensure at the construction site that no building worker lifts by hand or carries overhead or over his back or shoulders any material, article, tool or appliances exceeding in weight as per Rule 38 of BOCWR (Max lifting weight for: Adult man = 55 kg and Adult woman = 30 kg), unless aided by another building worker or a device.

5.10 Lighting

5.10.1 The Contractor shall provide sufficient site lighting, of the right type and at the right place for it to be properly effective. Lighting ought not to introduce the risk of electric shock. Therefore, 230V supplies should be used for those fittings, which are robustly installed, and well out of reach e.g. flood lighting or high-pressure discharge lamps.

5.11 Hand Tools and Power Tools

5.11.1 The Contractor is wholly responsible for the safe condition of tools and equipment used by his employees and that of his sub-Contractors

5.11.2 Use of short / damaged hand tools shall be avoided, and the Contractor shall ensure all his hand tools used at his worksite are safe to work with or stored and shall also train his employees (including his sub-Contractors) for proper use thereby.

5.11.3 All hand tools and power tools shall be duly inspected before use for safe operation.

5.12 Dangerous and harmful environment

5.12.1 Exposure of building workers to dangerous and harmful environment shall be avoided unless suitable measures are taken and provided by the Contractor

5.12.2 Provisions of BOCWR Rule 40 shall be strictly followed by the Contractor in this regard

5.13 Fire prevention, protection and fighting system

5.13.1 The Contractor shall ensure that construction site is provided with fire extinguishing equipment sufficient to extinguish any probable fire at construction site. An adequate water supply is provided at ample pressure as per national standard.

5.13.2 Recharging of fire extinguishers and their proper maintenance should be ensured and as a minimum should meet Indian National Standards.

5.13.3 All drivers of vehicles, foreman, supervisors and managers shall be trained on operating the fire extinguishers and fire-fighting equipment.

5.14 Corrosive substances

5.14.1 As per BOCWR Rule 44, corrosive substances including alkalis and acids shall be stored and used by a person dealing with such substances at a building / construction site in a manner that it does not endanger the building worker and suitable PPE shall be provided by the Contractor to the worker during such handling and work. In case of spillage of such substances on building worker, the Contractor shall take immediate remedial measures.

5.15 Demolition works

5.15.1 The Contractor shall ensure that all demolition works be carried out in a controlled manner under the management of experienced and competent supervision.

5.15.2 No person other than building workers or other persons essential to the operation of demolition work shall be permitted to enter a zone of demolition and the area be provided with substantial barricades

5.16 Traffic management

- 5.16.1 The basic objective of such guidelines is to lay down procedures to be adopted by Contractor to ensure the safe and efficient movement of traffic and also to ensure the safety of workmen at construction sites.
- 5.16.2 All construction workers should be provided with high visibility jackets with reflective tapes and other necessary items
- 5.16.3 The Contractor shall make use of regulatory signs, warning signs, delineators (traffic cones, cylinder, drums, etc.) and barricades with sufficient visibility during the night hours also.

5.17 Personal Protective Equipment (PPEs)

- 5.17.1 The Contractor shall provide required PPEs to workmen to protect against safety and / or health hazards. Primarily PPEs are required for various protections such as Head Protection (Safety helmets), Foot Protection (Safety footwear, Gumboot, etc.), Body Protection (High visibility clothing (waistcoat/jacket), Apron, etc.), Personal fall protection (Full body harness, Rope-grip fall arrester, etc.), Eye Protection (Goggles, Welders glasses, etc.), Hand Protection (Gloves, Finger coats, etc.), Respiratory Protection. (Nose mask, SCBAs, etc.), and Hearing Protection (Ear plugs, Earmuffs, etc.).
- 5.17.2 The PPEs and safety appliances provided by the Contractor shall be of the standard as prescribed by Bureau of Indian Standards (BIS). If materials conforming to BIS standards are not available, the Contractor as approved by the HRIDC shall procure PPE and safety appliances.
- 5.17.3 All construction workers should be provided with high visibility jackets with reflective tapes conforming to the requirement specified under BS EN 471: 1994.
- 5.17.4 The Contractor shall at all time maintain a minimum of 10% spare PPEs and safety appliances and properly record and show to HRIDC during the inspections.
- 5.17.5 **Ensure Visitor's security:** It is always the duty of the Contractor to provide required PPEs for all visitors. Towards this required quantity of PPEs shall be kept always at the security post of the construction site.

5.18 Visitors to site

- 5.18.1 No visitor shall be allowed to enter the site without the permission of HRIDC. All the authorized visitors should report at the site office. Contractor shall provide visitor's helmet (White helmet with visitor sticker) and other PPEs like Safety Shoe, reflective jacket, respiratory protection etc. as per requirement at the site.
- 5.18.2 All Visitors shall always be accompanied by a responsible member of the site personnel.
- 5.18.3 The Contractor shall be fully responsible for all visitors' safety and health within the site.

6.0 Occupational Health and Welfare

6.1 Physical fitness of workmen

- 6.1.1 The contractor shall ensure that his employees/workmen subject themselves to such medical examination as required under the law or under the contract provision and keep a record of the same.
- 6.1.2 The contractor shall not permit any employee/workmen to enter the work area under the influence of alcohol or any drugs.

6.2 Medical facilities

- 6.2.1 **Medical Examination:** The contractor shall arrange a medical examination of all his employees including his sub-contractor employees employed as drivers, operators of lifting appliances and transport equipment before employing, after illness or injury, if it appears that the illness or injury might have affected his fitness.
- 6.2.2 **Occupational Health Centre:** The Contractor shall ensure at a construction site an occupational health centre, mobile or static is provided and maintained in good order.
- 6.2.3 **Ambulance van and room:** The contractor shall ensure at a construction site of a building or other construction work that an ambulance van and room are provided at such construction site or an arrangement is made with a nearby hospital for providing such ambulance van for transportation of serious cases of accident or sickness of workers to hospital promptly and such ambulance van and room are maintained in good repair and is equipped with standard facilities.
- 6.2.4 **First-aid boxes:** The contractor shall ensure at a construction site one First-aid box for 100 workers provided and maintained for providing First-aid to the building workers. Every First-aid box is distinctly marked "First-aid" and is equipped with sufficient articles.
- 6.2.5 The Contractor shall compulsorily adopt necessary measures for HIV/AIDS prevention & control, prevention of mosquito breeding, and prevention of smoking/alcohol/drugs consumption at the site.
- 6.2.6 **Noise:** The Contractor shall consider noise as an environmental constraint in his design, planning and execution of the Works and provide demonstrable evidence of the same on Employer's request. The Contractor shall, at his own expense, take all appropriate measures to ensure that work carried out by the Contractor and by his sub-Contractors, whether on or off the Site, will not cause any unnecessary or excessive noise which may disturb the occupants of any nearby dwellings, schools, hospitals, or premises with similar sensitivity to noise.
- 6.2.7 **Ventilation, illumination and radiation:** The Contractor shall take proper measures to:
- Ensure proper ventilation system is provided at site for various construction works
 - Sufficient illumination at the work site
 - The use of radioactive substances and radiating apparatus, if any used, shall comply with the Govt. regulatory requirements and all subsidiary legislation
- 6.2.8 **Welfare measures for workers:** The Contractor shall ensure that the following welfare measures for workers are provided for at the construction site:
- Sufficient latrine and urinal accommodation for workers
 - Canteen for workers as per provisions of Section 37 of BOCWA and Rule 244 of BOCWR

- c) Effective arrangements to provide sufficient supply of wholesome drinking water with minimum quantity of 5 litres per workman per day (as per BOCWR). Quality of the drinking water shall conform to the requirements of national standards on Public Health.
- d) A free of charge temporary living accommodation to all workers conforming to provisions of Section 34 of BOCWA. These accommodations shall have cooking place, bathing, washing and lavatory facilities.

6.3 Guidelines to be followed with respect to COVID-19 situation and other similar epidemics: The Contractor shall ensure that the latest guidelines issued by Ministry of Health and Family Welfare (MoHFW), local government and the district administration are strictly followed at the construction works site. Following guidelines should be strictly adhered for safety of construction site workers:

- a) On day 0, before resuming the work on sites post lockdown period, mandatory medical check-up will be arranged for all workers.
- b) The workers coming from outside should observe home-quarantine for at least 14 days as per the guidelines issued by MoHFW.
- c) Only medically fit workers will be deployed at site and medical assistance will be arranged for unfit workers.
- d) A unique photo identity card with serial number will be issued to all the workers and their family members staying at site.
- e) All the essential items will be made available to them at site only. If necessary, they can go out wearing face masks, after informing the supervisor.
- f) No outside worker will be allowed to stay at site without following proper procedure and instructions.
- g) Start time on site will be staggered to avoid congestion at the entry gates.
- h) As in most cases, workers reside at the Sites, hence no travel arrangements are required for them.
- i) The workers staying outside (which are always nearby) should reach the site either by walking or by their individual mode of transport (bicycle, two-wheeler etc.).
- j) During attendance, training and other sessions, social distancing guidelines will be followed along with provision of no-touch attendance.
- k) All workers may be advised to take care of their own health and look out for respiratory symptoms/fever and, if feeling unwell, should leave the workplace immediately after informing their reporting officers.
- l) They should observe home-quarantine as per the guidelines issued by MoHFW and should immediately inform the nearest health centre or call 011-23978046.
- m) Workers should not shake hands when greeting others and while working on the site.
- n) Mandatorily wear face masks while working on site. While not wearing masks, cover your mouth and nose with tissues if you cough/sneeze or do so in the crook of your arm at your elbow.
- o) Avoid large gatherings or meetings. Maintain at least 1 metre (3 feet) distance from persons, especially with those having flu-like symptoms, during interaction.

- p) Not more than 2/4 persons (depending on size) should be allowed to travel in lifts or hoists.
- q) Use of the staircase for climbing should be encouraged.
- r) Workers should clean hands frequently by washing them with soap and water for at least 40 seconds.
- s) Workers should not share their belongings like food, water bottles, utensils, mobile phones etc. with others.
- t) The utensils should be washed properly post use at designated places.
- u) Post work, workers should change their clothes before leaving the site and clothing should not be shook out.
- v) Avoid touching your eyes, nose, or mouth with unwashed hands.

7.0 Environmental management

7.1 The Contractor shall ensure that sufficient environmental management checks and measures are in place and followed regularly. Some of these measures are listed in the sections below.

7.1.1 **Air quality** - Necessary precautions to minimize fugitive dust emissions, use of construction equipment designed and equipped to minimize or control air pollution, water down construction sites as required to suppress dust, etc.

7.1.2 **Water quality** - Comply with the Indian Government legislation and other State regulations in existence in Haryana in so far as they relate to water pollution control and monitoring.

7.1.3 **Accommodate archaeological and historical preservation concerns** that may arise due to the construction of the project and consult Archaeological Survey of India (ASI) and other parties, on the advice of HRIDC whenever required.

7.1.4 **Landscape and Greenery:** Maintain ecological balance by preventing deforestation and defacing of natural landscape

7.1.5 **Falling of trees:** The contractor shall identify the number and type of trees that are required to be felled as a result of construction of works and facilities related to the project and inform HRIDC.

7.1.6 **Waste:** The Contractor is required to develop, institute and maintain a Waste Management Programme (WMP) during the construction of the project for his works covering identification of disposal sites, quantities to be excavated/ disposed-off, split between waste & inert material, amounts intended to be stored temporarily on site location of such storage, and obtaining permission, wherever required, for disposal. Further, the Contractor shall handle waste in a manner that ensures they are held securely without loss or leakage thus minimizing potential for pollution. Also, he shall maintain and clean waste storage areas regularly. 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.

- 7.1.7 **Hazardous waste management:** If encountered or generated as a result of Contractor’s activity, then waste classified as hazardous under the “Hazardous Wastes (Management & Handling) Rules, 1989, amendments 2000, 2003” shall be disposed-off in a manner in compliance with the procedure given in the rules under the aforesaid act.
- 7.1.8 **Energy management:** The Contractor shall use and maintain equipment so as to conserve energy and shall be able to produce demonstrable evidence of the same upon HRIDC’s request. Measures to conserve energy include but not limited to the following:
- Use of energy efficient motors and pumps
 - Use of energy efficient lighting, which uses energy efficient luminaries
 - Adequate and uniform illumination level at construction sites suitable for the task
 - Proper size and length of cables and wires to match the rating of equipment
 - Use of energy efficient air conditioners

Additional important safety guidelines for the Contractor

The Contractor shall be required to diligently follow the guidelines and instructions mentioned in the Clauses 8, 9 and 10 below.

8.0 Compendium of instructions on safety at work sites

Contractor shall also follow the following instructions on safety at work sites:

1.0	The Contractor(s) shall not allow any road vehicle belonging to him or his suppliers, etc. to ply in railway land next to the running line. If for execution of certain works viz. earthwork for parallel railway line and supply of ballast for new or existing rail line, gauge conversion, etc. road vehicles are necessary to be used in railway land next to the railway line, the Contractor(s) shall apply to the Engineer-in-Charge for permission giving the type and number of individual vehicles, names and license particulars of the drivers, location, duration and timings for such work/movement. The Engineer-in-Charge or his authorized representative will personally counsel, examine and certify the road vehicle drivers, Contractor(s)' flagmen and supervisors and will give written permission giving names of road vehicle drivers, Contractor(s)' flagmen and supervisors to be deployed on the work, location, period and timing of the work. This permission will be subject to be following obligatory conditions:
1.1	The road vehicles will ply only between sunrise and sunset.
1.2	Nominated vehicles & drivers will be utilized for the work in the presence of at least one flagman and one supervisor certified for such work.

1.3	The vehicles shall ply 6m clear of track. Any movement/work at less than 6m and up to minimum 3.5m clear of track centre shall be done only in the presence of a HRIDC employee authorized by the Engineer-in-Charge. No part of the road vehicle will be allowed at less than 3.5m from track centre. Cost of such HRIDC employee shall be borne by the HRIDC.
1.4	The Contractor(s) shall remain fully responsible for ensuring safety and in case of any accident, shall bear cost of all damages to his equipment, men and also damages to Indian Railway and its passengers.
2.0	Engineer-in-Charge may impose any other condition necessary for a particular work or site. (Ref. Railway Board's letter No. 98/CE-I/CT/15 dated 13.08.98, Annexure-VIII)
2.1	Assistant Officer/Sr. Scale Officer shall be the overall in-Charge for the safety at the site of work. It will be personal responsibility of the Inspectors (both in- Charge and supervisory) to ensure safety.
2.2	Contractor(s) shall provide 150mm thick white line with lime at a distance of 3.5m from the centre of existing track. This white line shall be in the entire length where work is going on and/or the vehicles/machineries are plying along the track. Nothing extra shall be paid for this.
2.3	Barricading with the help of portable fencing shall be provided in the length where the day's work is to be done in close vicinity of the track. The fencing shall consist of self-supporting steel column connected with at least 20mm thick red nylon rope. The columns shall be of 1.2m height. This will be placed at a distance of 3.5m, from centre line of the nearest track. This shall be paid.
2.4	Assistant Officer/Sr. Scale Officer shall issue Competency Certificate after checking license and their working to all drivers of nominated vehicle/machinery. Inspector at site shall ensure that the driver who does not possess Competency Certificate will not work at site.
2.5	The area between running line and white line shall not be permitted to become slushy and adequate drainage must be ensured at all times.
2.6	Machine/vehicles shall ply 6m clear of track and movement/work at less than 6m and upto 3.5m clear of track centre, shall be done in the presence of HRIDC employee authorized by Engineer-in-Charge. The HRIDC employee so deputed shall ensure safety of the track, with banner flags, hand signal lamps and detonators.
2.7	If vehicle/machinery/materials are to come within 3.5m of the existing track, work must be done under the presence of a HRIDC Inspector authorized to do safety works. A caution order shall be issued, and track will be protected with the banner flags, hand signal lamps and detonators.
2.8	Normally, night working shall be avoided. However, in certain areas like Delhi, the night working is unavoidable. The night working shall be permitted by DGM/HRIDC

	<p>in writing. One Inspector shall be specifically deputed to supervise the night working. The site/area where night working is to be done shall be adequately lit. Nothing extra shall be paid for this. (Ref. CAO/C's letter No. 62-W/0/T/3/0/W.Spl/Gen. dated 22.05.2000, Annexure-V)</p>
3.0	An authorized OHE staff should invariably be present, when relaying work or any major work on track is carried out in order to ensure the following points:
3.1	Power Block is correctly taken and "Permit to Work" (PTW) is issued
3.2	The structure bonds, track bonds, cross bonds, longitudinal rail bonds, etc. are not disturbed and if disconnected for the work, they are reconnected properly when the work is completed.
3.3	The return feeder connections to the rails at the feeding posts are proper and not disturbed.
3.4	The setting distance of the structures is not disturbed/ affected during the slewing.
3.5	The track level is not raised beyond the permissible limits during the work.
3.6	Excavation or digging near a mast foundation is done in such a manner that the foundation is not exposed.
3.7	The clearance particularly at over line structure is maintained to the required standards.
3.8	Precautions for the safety of staff working under the OHE are taken correctly.
3.9	The Engineering Officials-in-Charge of such major works shall ensure that intimation to their counterpart for OHE maintenance work is given with adequate notice. (Ref. Para 20714 of AC Traction Manual, Vol.-II, Part.)
3.10	All staff should be warned that contact within 2 metres (unless protected by the screen) to live portion of 25 KV traction OHE is dangerous and shall be strictly avoided. (Ref. G.R. 17.04 and S.R. 17.04 (I/a).
3.11	No work on overhead lines or in the zone within two metres of any live equipment shall be carried out unless a regular "Permit to Work" is obtained from the authorized traction staff and line is made dead and earthed. (Ref. G.R. 17.04 and their S.R.A.C.T.M. Chapter-X).
3.12	Before any overhead equipment bonding is disturbed, provisions of G.R. 17.05 and their SRs shall be complied with.
4.0	During the execution of works, unless otherwise specified the Contractor(s) shall at his own cost provide materials for and execute all shoring, timbering and strutting works as is necessary for the stability and safety of all structures, excavation and works and shall ensure that no damage, injury or loss is caused or likely to be caused to any person or property. (Ref. Clause 34.1 of Indian Railways Standard General Conditions of Contract, July 2020)

5.0	Existing roads or water courses shall not be blocked, cut through, altered, diverted or obstructed in any way by the Contractor(s), except with the permission of the Engineer. All compensation claimed for any unauthorized closure, cutting through, alteration, diversion or obstruction to such roads or water courses by the Contractor(s) or his agent or his staff shall be recoverable from the Contractor(s) by deduction from any sums which may become due to him in terms of the contract or otherwise according to law. (Ref. Clause 34.2 of Indian Railways Standard General Conditions of Contract, July 2020)
6.0	During progress of work in any street or thorough fare, the Contractor(s) shall make adequate provision for the passage of traffic, for securing safe access to all premises approached from such street or thorough fare and for any drainage, water supply or means of lighting which may be interrupted by reason of the execution of the works and shall erect 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 work shall in such cases be executed night and day if so ordered by the Engineer and with such vigour so that the traffic way is impeded for as short a time as possible. (Ref. Clause 34.3 of Indian Railways Standard General Conditions of Contract, July 2020)
7.0	The Contractor(s) shall be responsible to take all precautions to ensure the safety of the public whether on public or railway property and shall post such lookout men as may in the opinion of the Engineer be required to comply with the regulations appertaining to the work. (Ref. Clause 34.4 of Indian Railways Standard General Conditions of Contract, July 2020)
8.0	The Contractor(s) shall be responsible for the safety of all employees directly or through petty Contractor(s) or sub-Contractor employed by him on the works and shall report serious accidents to any of them, however, and wherever occurring on the work to the Engineer or the Engineer's Representative and shall make every arrangement to tender all possible assistance. (Ref. Clause 56 of Indian Railways Standard General Conditions of Contract, July 2020)
9.0	The Contractor(s) shall be responsible for all risk to the works 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 Railway or the lives, persons or property of others from whatsoever cause in connection with the works until they are taken over by the Railway and this although all reasonable and proper precautions may have been taken by the Contractor(s), and in case the Railway shall be called upon to make good the 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(s), the amount of any costs or charges including costs and charges in connection with legal proceedings which the

	<p>Railway may incur in reference thereto, shall be charged to the Contractor(s). The Railway 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(s), to take such steps as may be considered necessary or desirable to ward off or mitigate the effect of such proceedings, charging to Contractor(s) 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(s). (Ref. Clause 24 of Indian Railways Standard General Conditions of Contract, July 2020)</p>
10.0	<p>Vulnerable locations where construction work adjacent to running line can cause accident should be protected by suitable strong barrier which should be included as a paid item in contract schedule. These locations should be decided by Executive Engineer-in-Charge of the work at the beginning of construction and intimated to Contractor(s) in writing. The barrier should be painted with retro reflective paint at suitable intervals to give warning at night. (Ref. Railway Board's letter No. 99/WI/S/Accident – Mangla Express dated 23.08.1999, Annexure-VII)</p>
11.0	<p>No work adjacent to running track should be carried out at night without express written authority from the Executive Engineer-in-Charge of the work. In fact, no Contractor(s) should do any kind of night working unless the Executive Engineer- in-Charge of the work gives the specified spots according to priority of work where night working has to be done. These spots should be well lit at night. In addition, the work should always be done under supervision of railway supervisors in addition to Contractor(s)' supervisors. Suitable railway personnel should be posted at site with safety equipment like banner flags, hand signal flags, hand signal lamps and detonators to arrange protection of trains. The railway Supervisor-in-Charge of such work should also give suitable message to adjacent stations as well as through control for issuing caution orders to the trains approaching the work site. For this purpose, he should be equipped with field telephone/walkie-talkie set. (Ref. Railway Board's letter No. 99/WI/S/Accident – Mangla Express dated 23.08.1999, Annexure-VII)</p>
12.0	<p>The training to the operators and supervisors of the work executing agencies in safe working along and on the track should be provided by HRIDC. The training could be imparted to such supervisors at Zonal/Divisional training schools or even by existing Officers and staff of the Construction Organization itself. The intention is to ensure that the supervisors of the work executing agencies get acquainted with the safety practices that are required to be taken while executing all those works which have bearing on the safety of the running tracks. The cost of training shall, however, be borne by the Contractor(s). (Ref. Railway Board's letter Nos. 99/CE-II/PRA/32(CRS) dated 05.07.2000, Annexure-IV & 99/CE-II/PRA/32 dated 20.04.2000, Annexure-VI)</p>

13.1	Drivers of train must be served with caution orders to look on for any obstructions at the place of work
13.2	Arrangements should be made to protect the track in case of emergency at work sites
13.3	The area of work should be demarcated by providing barricades and sign board which will enable the workmen posted at site and also the lorry drivers to have clear guidelines for movement of vehicles.
13.4	Movement of lorries near the track should be prohibited during night. In case it is unavoidable, adequate protective measures including lighting must be ensured.
13.5	Work should not be allowed to progress without the prior approval of the Engineer-in-Charge in case movement of vehicles close to the track is involved.
13.6	Machines and vehicles should ply 6 metres clear of track. In case movement at less than 6 metres away from track is inescapable, it should be permitted in the presence of railway employee authorized by the Engineer-in-Charge.
13.7	Contractor(s)' representative should be issued a certificate by DGM/HRIDC to the effect that they have acquired sufficient knowledge about the safety precautions that are needed to be followed while working near the track. (Ref. Railway Board's letter No. 99/CE-II/PRA/32(CRS) dated 21.07.2000, Annexure-III)
14.1	All permissible or sanctioned infringements should be consolidated for each Division traffic section wise. The consolidated list should be in possession of DRM, ADRM, Sr. DSO or DSO, Construction Officers-in-Charge of Division and relevant extracts with each Divisional and other Officers. These should be checked once a year at Assistant Officer's level and it should be ensured that there is no aggravation of any permitted infringement.
14.2	All works planned for execution close to the running lines and fixed structures, on bridges, inside tunnels, cuttings, constructed areas, etc. should be carried out only after preparation of detailed plans for the same, getting clearances from the Engineering Department of the Open Line and approval of Competent Authority to ensure that the execution of the works will not in any way infringe the prescribed Schedule of Dimensions or aggravate existing permissible infringements.
14.3	Special training and counselling should be imparted to all field staff engaged in maintenance of railway assets regarding the safety at work sites and all of them should be in possessions of a compendium.
14.4	Similar training should also be organized for HRIDC's Associates and Contractors working in close proximity of the running track and specific Para to this effect should also be included in all future contracts requiring execution of work in the near vicinity of running lines.

14.5	All the work inside a tunnel, deep cuttings, on bridges, constructed areas, etc. should be carried out in accordance with the provisions in Chapter-VIII of IRPWM and Para-1009 of Bridge Manual-1998 and preferably under block protection. (Ref. Railway Board's letter No. 2000/CE-II/PRA/12 dated 16.05.2002, Annexure-II)
15.0	Wherever it is difficult to ply the trucks on road during day light hours for bringing building materials such as chips, sand, supply of ballast and bringing out earth in case of suburban sections, the additional staff should be posted during night working duly properly lighted to ensure safety of the running tracks. In order to ensure that no short cuts or unsafe practices are adopted at construction site, Sr. Officials should inspect the safety aspect in detail during their inspection and guide the staff in adopting safe practices. They should record corrective action to be taken in site order books/ inspection books and their compliance followed up. In addition, periodic drives should be carried out to ensure safety at construction sites. In order to ensure safety, provision of mobile phones based on the needs of the individual work sites and keeping the provision in the estimate may be provided. (Ref. Railway Board's letter No. 2001/CE-II/PRA/10 (CRS) dated 16.05.2002, Annexure-I)

9.0 Safety precautions and measures to be observed during execution of ROB/ RUB/ Viaduct/ any other works in Railway and adjoining areas:

9.1 The Contractor(s) shall not allow any road vehicle belonging to him or his suppliers, etc. to ply in railway land next to the running line. If for execution of certain works viz. earthwork for parallel railway line and supply of ballast for new or existing rail line gauge conversion, etc. road vehicles are necessary to be used in railway land next to the railway line, the Contractor(s) shall apply to the Engineer-in-Charge for permission giving the type and number of individual vehicles, names and license particulars of the drivers, location, duration and timings for such work/movement. The Engineer-in-Charge or his authorized representative will personally counsel, examine and certify the road vehicle drivers, Contractor(s)' flagmen and supervisors and will give written permission giving names of road vehicle drivers, Contractor(s)' flagmen and supervisors to be deployed on the work, location, period and timing of the work. This permission will be subject to be following obligatory conditions:

9.2 Construction Activities and Safety:

- (a) The 'Methodology of Working' shall be incorporated in GAD and Temporary Arrangement Drawings.
- (b) The activities of work to be taken up during the railway traffic block/under speed restriction, etc. should be clearly mentioned in such drawings. If at any stage of execution, any discrepancy is found in the drawing with respect to the site condition affecting safety or some new activity of work is required to be done, the same should be brought to the notice of Railway Engineer and such works should be done only after approval by

Railways. In such cases, scheme may be modified and, if required, fresh CRS sanction shall have to be obtained.

9.2.1 The works required to be done under traffic block protection, are to be carried out only in the presence of Railway Engineering Officials. The Railway's Supervisor has to certify safe conditions for passage of trains before resumption of traffic. The works to be done under traffic shall be carried out under the provision of banner flag and protection by Engineering Flagman. If considered necessary, the Railway Flagman may be posted on account of the Contractor(s).

9.2.2 Following important activities of works shall be carried out under supervision of Railway Engineer or his nominated Supervisor:

- (a) Excavation at foundation/ground level near to railway track
- (b) Concrete casting and/or masonry work very close to railway track
- (c) Erection of temporary structures near to running lines.
- (e) Casting of structures like girder/slab over railway track
- (e) Stage-prestressing of girders when placed across railway tracks properly supported
- (f) Launching of precast/pre-assembled girders across railway tracks
- (g) Any work of lifting, side shifting and slewing of girders over the railway track
- (h) Dismantling of temporary structures, shuttering, scaffolding, etc. adjacent to and above the railway track

For carrying out activities of casting, erection, launching, handling and dismantling as listed above, the Contractor's Engineer shall furnish the Construction Programme in advance to Railway Supervising Engineer. No such work should be taken up in absence of the Supervising Railway Engineer. For the activities which are to be done in presence of the Railway Engineer, prior intimation shall be given in writing and acknowledgement obtained from Railway's representative. Such activities of work shall not be carried without the presence of Railway Engineer.

9.2.3 To ensure 'Safety' during construction activities, Railway Engineer may direct the Contractor's Supervisor/Engineer or their nominated representative for safe working procedures/instructions, notwithstanding the contractual or MOU conditions prevailing between/ among Railways/other Departments like NHAI/Contractors/ Concessionaire.

9.2.4 All the records of Quality Assurance/Quality Control, testing of the materials and satisfactory completion of an activity shall be maintained at site by the Contractor's Engineer and Supervisor. On the basis of these records, Railway Engineer shall do stage-wise clearance of the works at following stages:

- (i) Completion of foundation
- (ii) Completion of substructure
- (iii) Completion of superstructure

Without such stage clearance, the work in next stage of construction shall not be allowed by the Railway Supervisor, unless proper system of check and exercise is followed at the site.

- 9.2.5 Normally, the high beam PSC girders are designed with wider top flange and shorter bottom flange with very high beam which makes the girder unsuitable during lowering, slewing and launching time.
- 9.2.6 During launching of girders and subsequent adjustments for placement of bearing, special attention and precautions are required at site to be followed rigorously without resorting to shortcut practice or leaving the work at site to untrained or inexperienced Engineers. Normally, end diaphragms are not cast for the extreme both side girders. These shall be cast minimum 300mm on both sides for all 'I' beam girders to provide temporary supports for ensuring stability.

"OR"

For side adjustments and bearing placements below 'I' section girders, end brackets made of steel angles should be provided for all 'I' beams sequentially to avoid side titling of individual girders. End brackets shall be removed only after placing girders on bearing and casting of diaphragms.

- 9.2.7 During lowering, the jacks shall be operated duly keeping wooden packing of various thicknesses fixing the amount of lowering to the barest minimum, so that even if the jack fails, the wooden packing will take load and further stability of girder is not endangered.
- 9.2.8 Temporary crib support staging shall be interlaced with clamps and angles. Adequate base width shall be maintained proportionate to the height of stage, which is very essential for avoiding the oblong effect during launching of girders. During launching by RH girder method, the movement of the PSC girders shall be controlled both from front and rear with sync mechanism having simultaneous operation, so that the speed of the launching is always under the control. Spare hydraulic jacks shall always be kept at site. Lowering of girder shall always be carried out at one end only. Further, other end should be adequately secured by wire ropes, end brackets, etc. Thereafter, the process shall be continued alternately.
- 9.2.9 As far as possible, launching of girders by temporary staging shall be avoided and launching by heavy capacity cranes, wherever feasible, shall be adopted.
- 9.2.10 Steel girder launcher if used for launching of PSC girders should be pre-tested for the critical loading (likely to be encountered during actual launching) before deployment on the approaches regarding its strength as well as amount of permissible deflection using actual test PSC girder as a testing load. Connections at supports shall be inspected and certified prior to actual launching. It shall be adequately secured to the base support system on the pier cap.

9.3 General Construction Safety:

9.3.1 General safety precautions as applicable for bridge/civil works shall be adopted in field.

9.3.2 Working near running line: Safe practices at site and at all times non-infringement to moving trains shall be ensured. Road vehicles, material trolleys, dollies with any tendency to roll off towards the running lines to be checked by providing chains, locking arrangements, blocks, etc. shall be ensured and the Site-in-Charge of the Contractor shall be primarily responsible, secondary responsibility being of Contractor's Consultant.

9.3.3 Testing of cranes, lifting jacks and other equipment: All equipment like cranes, lifting jacks shall be tested, duly calibrated and certified prior to the use at construction site.

9.3.4 Construction workers at site shall be provided with personal safety gear like reflective vest, helmet, leather shoes, gloves & eyewear approved as per construction industry standards. For persons working at pier top/girder level, temporary supports, hand railing, protection with help of ropes, slings and temporary railings shall be provided.

9.3.5 Routine safety checks, validity of test certificates for load bearing equipment especially for cranes outsourced from third party shall be ensured prior to deployment.

10.0 Safety Guidelines and Precautions for working close to Railway tracks

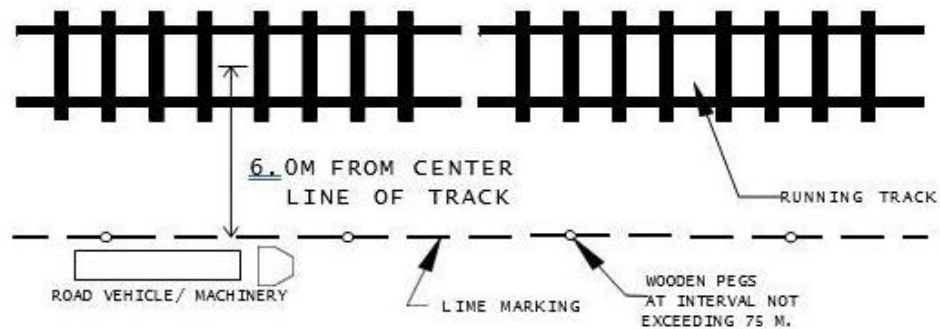
10.1 A large number of men and machinery are deployed by the contractors for track renewals, gauge conversions, doublings, bridge rebuilding etc. It is therefore essential that adequate safety measures are taken for safety of the trains as well as the work force. The following measures should invariably be adopted.

- A. The contractor shall not start any work without the presence of railway supervisor at site.
- B. Wherever the road vehicles and/or machinery are required to work in the close vicinity of railway line, the work shall be so carried out that there is no infringement to the Railway's schedule of dimensions. For this purpose, the area where road vehicles and/or machinery are required to ply, shall be demarcated and acknowledged by the contractor. Special care shall be taken for turning/ reversal of road vehicles/machinery without infringing the running track. Barricading shall be provided wherever justified and feasible as per site conditions.
- C. The look out and whistle caution orders shall be issued to the trains and speed restrictions imposed where considered necessary. Suitable flagmen/detonators shall be provided where necessary for protection of trains.
- D. The supervisor/workmen should be counseled about safety measures. A competency certificate to the contractor's supervisor as per Performa annexed shall be issued by DGM/HRIDC, which will be valid only for the work for which it has been issued.
- E. The unloaded ballast/rails/sleepers/other P-Way materials after unloading along track should be kept clear off moving dimensions and stacked as per the specified heights and distance from the running track.

- F. Supplementary site-specific instructions, wherever considered necessary shall be issued by the HRIDC's Engineer in Charge.

10.2 PLYING OF ROAD VEHICLES AND WORKING OF MACHINERIES CLOSE TO RUNNING TRACKS

- A. Normally, the road vehicles shall be run or machinery shall be worked so as not to come closer than 6.0m from centre line of nearest running track.
- B. The land strip adjacent to running tracks, where road vehicle is to ply or machinery is to work, shall be demarcated by line in advance in consultation with the Railway's Supervisor. Wooden pegs at interval not exceeding 75mts shall be provided along the line marking as permanent marks. The road vehicles shall ply or machinery shall work so as not to infringe the line of demarcation.



- C. **If a road vehicle or machinery is to work closer to 6.0m due to site conditions or requirement of work, following precautions shall be observed:**
- In no case the road vehicle shall run or machinery shall work at distance less than 3.5m from centre line of track.
 - Demarcation of land shall be done by bright colored ribbon/nylon cord suspended on 120 cm high wooden/bamboo posts at distance of 3.5 m from centre line of nearest running track.
 - Presence of an authorized Railway's representative shall be ensured before plying of vehicle or working of machinery.
 - Railway's Supervisor shall issue suitable caution order to Drivers of approaching train about road vehicles plying or machineries working close to running tracks. The train drivers shall be advised to whistle freely to warn about the approaching train. Whistle boards shall be provided wherever considered necessary.
 - Lookout men shall be posted along the track at a distance of 800m from such locations who will carry red flag and whistles to warn the road vehicle/machinery users about the approaching trains.
 - On curves where visibility is poor, additional lookout men shall be posted

- D. If vehicle/machinery is to be worked closer to 3.5m from running track** - Under unavoidable conditions, if road vehicles is to ply or machinery is to work closer to 3.5m due to site conditions or requirement of work, following precautions shall be observed:
- Plying of vehicles or working of machinery closer to 3.5m of running track shall be done only under protection of track. Traffic block shall be imposed wherever considered necessary. The site shall be protected as per provisions of Para No. 806 & 807 of P-Way Manual as case may be.
 - Presence of a Railway's Supervisor shall be ensured at worksite.
 - Railway's Supervisor shall issue suitable caution order to Drivers of approaching train about road vehicles plying or machineries working close to running tracks. The train drivers shall be advised to whistle freely to warn about the approaching train.
- E. Precaution to be taken while reversing road vehicle alongside the track**
The location where vehicle will take a turn shall be demarcated duly approved by Railway's representative. The road vehicle driver shall always face the Railway track during the course of turning/reversing his vehicle. Presence of an authorized Railway representative shall be ensured at such location.
- F.** Road vehicle shall not be allowed to run along the track during night hours generally. In unavoidable situations, however, vehicles shall be allowed to work during night hours only in the presence of an authorized Railway's representative and where adequate lighting arrangements are made and where adequate precautions as mentioned earlier have been ensured.
- G.** Road vehicles/machinery/plant etc. when stabled near running tracks shall be properly secured against any possible roll off and always be manned even during off hours.

10.3 EXECUTION OF WORKS CLOSE TO OR ON RUNNING LINES

- A.** Any work close to or on running tracks shall be executed under the presence of a Railway's Supervisor only.
- B. Precaution to be taken to ensure safety of trains while execution of work close to the running line or on running lines.**
- Such works shall be planned and necessary drawings particularly with regard to infringement to moving dimensions shall be finalized duly approved by competent authority before execution of work. The work shall be executed only as per approved procedure and drawings.
 - All temporary arrangements required to be made during execution of work shall be made in such a manner that moving dimension do not infringe.
 - Suitable speed restriction shall be imposed, or Traffic block shall be ensured as required.
 - The site shall be protected as per provisions of Para No. 806 & 807 of Indian Railway P-Way Manual as case may be.
 - Necessary equipment for safety of trains during emergency shall be kept ready at site.

C. Precaution to be taken to ensure safety of electrical/signal/ telephone cables while excavating near tracks.

- a) Particular care shall be taken to mark the locations of buried electrical/signal/telephone cables on the plans jointly with S & T/Electric supervisor and also at site so that these are not damaged during excavation.
- b) Copy of the cable plan should be given to the contractor's authorized representative before handing over the site to start the work.
- c) Due care shall be taken to ensure that any part of the equipment or machinery or temporary arrangement does not come close to cables while working.
- d) Joint procedure order No. 17/2013 as mentioned in the compendium of instructions on safety at work site dated 31.03.2014 issued by PCE Office shall be followed for undertaking digging work in the vicinity of underground signaling, electrical and telecommunication cables.

D. Precaution to be taken during execution of works requiring traffic blocks.

- a) Any work, which infringes the moving dimensions, shall be started only after the traffic block has been imposed.
- b) Before closing the work, the track shall be left with the proper track geometry so that the trains run safely.
- c) After completion of work the released sleeper and fittings should be properly stacked away from the track to be kept clear of moving dimensions.
- d) Block shall be removed only when all the temporary arrangement, machineries, tools, plants etc. have been kept clear of moving dimensions.

E. Precaution to be taken during execution of works during night:

The work close to running line, generally, shall be carried out only during day hours. At locations, however, where night working is unavoidable, proper lighting arrangement should be made. The engineering indicator boards shall be lighted during night hours as per the provisions of IRPWM. The staff deputed for night working should have taken adequate rest before deploying them in night shift. We can specify duration of night shift from 20.00 hrs to 04.00 hrs. All other safety precautions applicable for daytime work should be strictly observed during night working.

F. Precautions to be taken to ensure safety of workers while working close to running lines:

- a) Necessary lookout men with red flags and whistles shall be provided to warn the workmen about the approaching train.
- b) Railway's supervisor shall issue suitable caution order to Drivers of approaching train for whistling to warn the workers about the approaching train. Whistle boards shall be provided wherever considered necessary.
- c) A "First aid kit" shall always be kept ready at site

G. Precaution shall be taken for safety of public or passengers, while executing works at locations, used by passengers and public

The worksite shall be suitably demarcated to keep public and passengers away from work area. Necessary signage boards such as “Work in progress. Inconvenience is regretted” etc. shall be provided at appropriate locations to warn the public/ passengers. Adequate lighting arrangement of worksite wherever required shall be done to ensure safety of public/passengers during night.

H. Precaution to be taken before stacking materials alongside the track to ensure that safety of trains is not affected - The following precautions shall be taken before stacking the materials along the track for stacking of ballast, rails, sleepers etc.

- a) The sites for material stacking should be selected in advance in such a manner as to ensure that no part of the material to be stacked is infringing the Standard Moving Dimensions. A plan of proposed stacking locations be made and signed jointly by an authorized Railway’s representative and contractor’s representative.
- b) The selected locations shall be marked by lime in advance.
- c) Presence of an authorized Railway’s representative while unloading and stacking shall be ensured.
- d) The material shall be stacked in such a height so as to not to infringe SOD in case of accidental roll off.

I. Precaution for handling of departmental material trains - Instructions for working of material trains are contained in Chapter XII of IRPWM which should be brought to the notice of the supervisors and other staff working on the material trains. In addition to this, following precautions should be taken:

- a) Issue of ‘fit to run’ certificate:
As per Para 1207 before a material train is allowed to work, the complete rake should be examined by the Carriage and Wagon staff and a ‘fit to run’ certificate issued to the Guard.
- b) As per Para 1208 of IRPWM, a qualified Engineering official should be deputed on the train to ensure working of the material train as the Guard is not qualified to carry out such duties like Supervising of loading and unloading of materials.
- c) As per Para 1204 of IRPWM, the material train should not be permitted to work during the period of poor visibility due to fog, storm or any other cause except with the permission of the ADEN/DEN. Working of the material trains carrying labour should not be permitted between sunset and sunrise except in an emergency.
- d) While unloading rail panels by the side of the running track, placement of the panels, clear of the maximum moving dimensions should be ensured.
- e) Unloading of rail panels should be done by a team of trained staff under the active supervision of competent Supervisor/Officer.
- f) Before unloading of rail panels, site should be prepared by way of leveling/removing extra ballast, if any, from the crib and shoulder with the objective to ensure requisite lateral and vertical clearances so as to prevent slippage of rail panels due to vibration during the passage of trains.

- g) Reasonably adequate block should be asked and provided for unloading of the material and the work should be done preferably in day light to avoid shortcut in haste which may infringe the safety requirements.

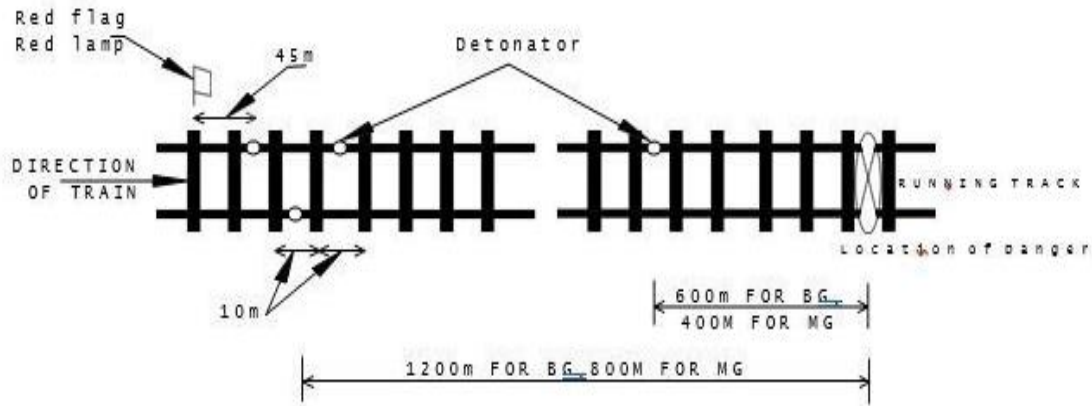
J. Safety aspects to be observed while working in OHE area

- a) No electrical work close to running track shall be carried out without permission of railway representative.
- b) A minimum distance of 2m has to be maintained between live OHE wire and body part of worker or tools or metallic supports etc.
- c) No electric connection etc. can be tapped from OHE.
- d) Authorized OHE staff should invariably be present when the relaying work or any major work is carried out.
- e) Power block is correctly taken and 'permit to work' is issued.
- f) The structure bonds, track bonds, cross bonds, longitudinal rail bonds are not disturbed and if disconnected for the work, they are reconnected properly when the work is completed.
- g) The track level is not raised beyond the permissible limit during the work

10.4 PROTECTION OF TRACK DURING EMERGENCY

A. Action to be taken when a contractor's supervisor or vehicle operator apprehends any unusual circumstances likely to infringe the track and endanger safe running of trains.

- a) At any time if a contractor's supervisor or vehicle operator observes any unusual circumstances likely to infringe the track and apprehend danger to safe running of track, he shall take immediate steps to advise a Railway official of such danger and assist him in protection of track.
- b) The track shall be protected as under. One person shall immediately plant a red flag (red lamp during night) at the spot and proceed with all haste in the direction of approaching train with a red flag in hand (red lamp during night) and plant a detonator on rail at a distance of 600m from the place of obstruction of BG track (400m for MG track) after which he shall further proceed for not less than 1200m from the place of obstruction from BG track (800m for MG track) and plant three detonators at 10m apart on rails. After this he shall display the red flag (red lamp during night) at a distance of 45m from the detonators.
- c) Attempts shall also be made to send an advice to nearest Railway station about the incident immediately.



B. Action to be taken if train is seen approaching to site of danger and there is no time to protect the track as per guidelines mentioned above.

In such a case the detonators shall be planted on rails immediately at distance away from place of danger as far as possible and attention of driver of approaching train shall be invited by whistling, waving the red flag vigorously, gesticulating and shouting.

C. What action shall be taken if more than one track is obstructed.

- In case of single line protection as above shall be done in both the directions from place of danger.
- In case of double line or multiple lines, if other tracks are also obstructed, the protection as above shall be done for other track also.
- The protection shall be done in that direction and on that track first on which train is likely to arrive first.
- The Contractor's Supervisors, Operators and lookout men shall be properly explained about the direction of trains on running tracks.

D. Equipment required for protection of track.

Minimum compliment of protection equipment i.e. 10 detonators, 4 red hand flags, 4 red hand lamps, 4 banner flags and whistles etc. shall always be kept ready at worksites for use in case of emergency. Railway will arrange to provide detonators, whereas Contractor shall arrange other equipment at his own cost.

E. Arrangement of lookout men and competency required for lookout man to warn labour about approaching train.

- Contractor will provide lookout men.
- The lookout men shall be properly trained in warning to staff at worksite about approaching train.
- Only those lookout men shall be provided at site who have been issued with a competency certificate by the Railway's Supervisor.

- d) In case, it is felt necessary to provide lookout men by HRIDC, the charges for the same as fixed by HRIDC Administration shall be recovered from Contractor.

10.5 Training to Supervisors and Operators of Contractor

The Supervisors and Operators of the contractor proposed to be deployed at work site, which is close to the running track, shall be imparted mandatory training by the HRIDC at site free of cost about the safety measures to be adopted while working in the vicinity of running track. HRIDC's Engineer-in charge of the work shall decide the scale, extent & adequacy of training. In case training is imparted at a recognized Railway training institute, the charges for the same, as decided by HRIDC, shall be recovered from the Contractor. A competency certificate to this effect to the individual Supervisor/Operator shall be issued as given below, by a HRIDC Officer not below the rank of DGM/HRIDC. No Supervisor/Operator of the Contractor shall work or allowed to work in the vicinity of running track that is not in possession of valid competency certificate.

All the labour, materials, tools, plants etc. except detonators, required for ensuring safe running of trains shall be provided by Contractor at his own cost. Wherever lookout men are provided by HRIDC, charges at the rate of Rs. 500/- per man day shall be recovered from Contractor.

A sample of training competency certificate is provided below for reference:

Competency Certificate
Certified that Shri Supervisor/Operator of M/s. has been trained and examined in safety measures to be followed while working in the vicinity of running railway track for the work. His knowledge has been found satisfactory and he is capable of supervising the work safely.
This certificate is valid only for the work mentioned in this certificate only.
Signature and designation of the officer

Memorandum of Understanding between Haryana Rail Infrastructure Development Corporation Limited (HRIDC) and the Contractor for safe execution of contract work

This Memorandum of Understanding is made and executed by and between **Haryana Rail Infrastructure Development Corporation Limited (HRIDC)**, a Joint Venture Company of Government of Haryana (51%) and Ministry of Railways (49%) and having its registered office at SCO No. 17-19, 3rd& 4th Floor, Sector-17-A, Chandigarh or their authorized representative(s), hereinafter referred to as “EMPLOYER” (which expression shall wherever the context so requires or admits be deemed to mean and include its successors in business and assigns) of the one party
AND

M/s _____ having its registered office at _____ hereinafter referred to as the “CONTRACTOR” (which expression shall wherever the context so requires or admits be deemed to mean and include its successors in business and assigns) of the other party

WITNESSETH THAT

WHEREAS the EMPLOYER gives highest importance to the occupational safety, health and environment during execution of work, seeks cooperation from the CONTRACTOR in this endeavour.

Thus, this Memorandum of Understanding is for promoting the safety, health and environment aspects required to be followed at workplace/site and will be applicable to any site job to be done by the CONTRACTOR

AND

WHEREAS the CONTRACTOR has read all the terms and conditions of the EMPLOYER and whereas the CONTRACTOR has studied the following documents:

- (a) Tender Documents, including Notice Inviting Tender, General Conditions, Special Conditions,
- (b) Conditions of Contract on Safety, Health and Environment and Project Safety, Health and Environment Manual.
- (c) Building and Other Construction Workers (Regulations of Employment and Conditions of Service) Act 1996, Central Rules 1998, Building and Other Construction Workers Welfare Cess Act 1996 and Rules 1998 and Haryana Building and Other Construction Workers’ Welfare Board Rules; and
- (d) Indian Electricity Act 2003 and Rules 1956.
- (e) Corresponding International / Bureau of Indian Standard Codes.

The amendments to any of the above rules and any other rules & regulations or procedures, circulars, notices & advices laid down by the EMPLOYER from time to time.

Now it is hereby AGREED AND DECLARED by and between the EMPLOYER and the CONTRACTOR as follows:

- Clause – I The CONTRACTOR shall abide by the terms and conditions stipulated in Condition of Contract on Safety, Health & Environment and Project Safety, Health & Environment Manual.

- Clause – II The CONTRACTOR shall undertake full responsibility for safe execution of job at workplace/site and safety of his personnel and adjoining road users during work.
- Clause – III Without giving any prior notice, the EMPLOYER shall from time to time be entitled to add/or amend any or all terms and conditions with a view to improving safety and occupational health of personnel and safety of work, with immediate effect and the same shall be binding on the CONTRACTOR. The contractor agrees to implement all such amendments, which shall be laid down by the EMPLOYER.
- Clause – IV Besides following the guidelines, safety rules and regulations, safety codes given in various safety procedures/documents mentioned above, the CONTRACTOR shall also prepare detailed method statement which includes job safety analysis wherever there are complicated and hazardous/high risk working involved and get it approved from EMPLOYER before execution of work.
- Clause – V Any negligence or violation in implementing any of the provision of the conditions of contract on Safety, Health & Environment shall be viewed seriously, and the CONTRACTOR is liable to compensate the EMPLOYER for the loss of reputation. The cost of damage shall be fixed on case-to-case basis.

In witness thereof the Parties hereto by representatives duly authorized have executed this Memorandum of Understanding on _ day of _ 20.

Signed on

For and on behalf of HRIDC

Signature:

Name:

Title:

Signed on

For and on behalf of CONTRACTOR

Signature:

Name:

Title:

Technical Specifications for Non-Schedule items

S.No	NS	Item	Description
1	NS-1	Site plan	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.
2	NS-2	Printed agreement	To get printed the agreement on 500 Rs. Stamp paper as per standardized Performa of railway track crossing regulation 1987 in Hindi & English separately (1 original copy and 6 Xerox copies of each) with proper drawing etc. Complete work will be as per instruction & satisfaction of HRIDC Site Engineer.
3	NS-3	Way leave agreement paper	Preparation of paper for way leave agreement on Rs. 500 stamp paper for getting EIG sanction for each crossing before execution of work. Complete work will be as per instruction & satisfaction of HRIDC Site Engineer.
4	NS-4&5	Energization permission	Contractor will arrange inspection, testing of OH line/UG Cable and deposits examination fee as per rule to get Energization permission from concerned electricity authority. After getting energization permission from concerned electricity authority, contractor will deposit original letter/permission to HRIDC office and energize the OH line/Cable as per instruction of HRIDC Site Engineer. Complete work will be as per instruction & satisfaction of HRIDC Site Engineer.
5	NS-6	HDPE PIPES (Dia.160 mm under road/ground /floor/Railway track)	This item covers 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 6.2 mm to 7.1 mm, material grade PE-80 and class of pipe should be PN-4 with confirming to IS:4984/1995 or latest thereof. Make: Sangir, Dutron, NOCIL, Hasti, Reliance, Supreme, approved make of DISCOM or equivalent brand. 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 pipe, for 02 Nos. of cable to be laid. For each 33 KV power crossing, contractor shall have to lay 4

			<p>length of pipe, for 04 Nos. of single core cables to be laid.</p> <p>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> <p>The contractor shall arrange inspection of HDPE pipe at manufacture's work place before dispatch at his own cost as required by HRIDC and have to submit manufacture's original test certificate of HDPE pipe. Contractor should ensure marking IS Code of HDPE pipe, manufacture's name and thickness of pipe.</p>
6	NS-7	Supply & Erection of Lattice Tower.	<p>Supply of material, fabrication & erection of 12.8 Mtrs. long Lattice tower made of 65x65x5 mm MS angle with 50x6 mm MS flat for bracing including primer coat of red oxide and two coats of aluminum paints & excavation of pit 1.50x1.50x2.20 m in ground. The tower should be erected by CC grouting & muffed in cement concrete of mix. ratio 1:3:6 having size of 1.20x1.20x2.10 m over base concrete of 100 mm thick in mix. 1:5:10 as per IS Specification. The remaining position of the pit be back filled with watering & ramming and surplus material shall be dispose-off within lead of 50m. In all type of soil & tower weight 508 Kg. Complete work will be as per instruction & satisfaction of HRIDC site Engineer.</p>
7	NS-8	Supply & fixing of Cable Marker.	<p>Supply and fixing of cable marker including CC foundation for HT / LT Electrical underground cable as per HRIDC Drawing. Complete work will be as per instruction & satisfaction of HRIDC Site Engineer.</p>
8	NS-9	Termination point	<p>Contractor will arrange to make termination point on existing PCC pole/'H' Pole /Lattice Tower etc. Complete work will be as per instruction & satisfaction of HRIDC/DISCOM Site Engineer. Contractor will ensure all safety of Man & machine at site. He will arrange work permit form concern DISCOM before stating work. Contractor manpower must equipped with all Safety PPE's as per site requirement. Work started on overhead line make proper earthing of OH line before starting termination point. Contractor shall ensure the strengthening of terminating point with stay set.</p>
9	NS-10	PCC POLE 9 Mtr.	<p>Supply of material and Digging of pit and erection of PCC pole 11 Mtrs. 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-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 1/6th of the length of pole is buried in the ground.</p>

			<p>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 overhead 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.</p>
10	NS-11	PCC POLE 11 Mtr.	<p>Supply of material and Digging of pit and erection of PCC pole 11 Mtrs. 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-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 1/6th 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 overhead 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.</p>
11	NS-12	Dismantling & Removal of LT/HT overhead.	<p>After laying and connecting the cable at both ends of HT/LT overhead crossing, poles, the ACSR conductor/copper conductor and guarding shall have to be dismantled by removing overhead wires at both ends of the poles in presence of DISCOM/HRIDC representative. After dismantling of the crossing, 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 & satisfaction of HRIDC Site Engineer.</p>
12	NS-13	Stay Rod.	<p>Supply and providing stay shall consist of stay rod size 19mm x 1900mm. Anchor plate size 300 x 300 x 6.4 mm, thimble stay clamps turn buckle. G.I. Stay wire 7/4 sqmm and strain HT 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 MS</p>

			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 7/4 mm 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.
13	NS-14 & 32	Disc insulator/ shackle insulator	Supply, installation, testing and commissioning of porcelain insulators disc type suitable for 11/33 KV, 45 KN HT line and LT shackle insulator for LT lines. 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. The contractors shall have to remove existing insulators and provide single string of disc insulator (LT shackle insulator for LT lines) with connections etc with overhead wires. Including G.I. hardware suitable for disc insulator and LT shackle insulators as per specification of DISCOM & Site requirement with satisfaction of Site Engineer of HRIDC.
14	NS-15	Supply & Fixing GI pipe 50 mm	Supply & fixing/laying of 50 mm 'B' class, medium duty, G.I. pipe as per IS-1239 in trench, under floor/road/ground/along with pole/DP etc. complete with coupling, bends, elbows etc. as required at site. While terminating the HT\LT cable to the overhead rail pole/DP structure/lattice tower both ends of pipe should be filled with POP after insertion of HT\LT 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 M.S. Flat clamp (minimum 3 Nos.) made of size 40x5 mm flat. Complete work with all misc. items will be as per instruction & satisfaction of HRIDC Site Engineer.
15	NS-16	Supply & Fixing GI pipe 100 mm	Supply & fixing/laying of 100 mm 'B' class, medium duty, G.I. pipe as per IS-1239 in trench WI, 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 M.S. Flat clamp (minimum 3 Nos.) made of size 40x5 mm flat. Complete work with all misc. items will be as per instruction & satisfaction of HRIDC Site Engineer.
16	NS-17	Supply & Fixing GI pipe 150 mm	Supply & fixing/laying of 150 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 M.S. Flat clamp (minimum 3 Nos.) made of size 40x5 mm flat. Complete work with all misc. items will be as per instruction & satisfaction of HRIDC Site Engineer.
17	NS-18	"V" type cross arm for 11/33 KV system	Supply and fixing of "V" type cross arm on PCC pole/ 'H' Poles/ lattice Tower fabricated from MS angle 65X65X6 mm as per DHBVNL / UHBVNL drawing with necessary nut bolts and washers and MS clamps shall be fabricated from 50X6 mm flat for fixing the cross arm on PCC pole/ 'H' Poles/ lattice Tower including primer coat of red oxide and two coats of aluminum paints. The cross arm shall have holes as required for Pin / Disc insulators. The cross arm shall be suitable for 11/33 KV system. Necessary hook of proper size may be welded lower end of V type cross arm as per site requirement.
18	NS-19	Top hamper for 11/33 KV.	Supply and fixing of 11/33 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 / UHBVNL drawing.
19	NS-20	Dismantling of Tower	Contractor will arrange to dismantle of the existing High Mast/Flood Light Mast/Tower etc. 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 the HRIDC Site Engineer. The cost of the transportation charges will be borne by the contractor. The existing cement concrete foundation of the High Mast/Flood Light Mast/Tower etc. is to be dismantled up to the root/Ground level as per the satisfaction of HRIDC Site Engineer.
20	NS-21	Outdoor type Suitable for 11 KV 3C 185 Cable End Box/ Termination	Supply, installation, testing and commissioning of heat shrinkable termination kit (End Box) suitable for 11kv, 3 core x 185 Sq mm XLPE Cable (as per item in the schedule) with required accessories complete in all respect. The cable end boxes shall be fixed with fixing brackets. Make- Raychem/M-Seal/ Cab seal/Denson Conforming to IS Code IS: 13573/1992 Part-

			1,2&3/2011 or upto latest amendment. Complete work will be as per instruction & satisfaction of HRIDC Site Engineer.
21	NS-22	Outdoor type Suitable for 11 KV 3C 300 Cable End Box/Termination	Supply, installation, testing and commissioning of heat shrinkable termination kit (End Box) suitable for 11kv, 3 core x 300 Sq mm XLPE Cable (as per item in the schedule) with required accessories complete in all respect. The cable end boxes shall be fixed with fixing brackets. Make- Raychem/M-Seal/ Cab seal/Denson Conforming to IS Code IS: 13573/1992 Part-1,2&3/2011 or upto latest amendment. Complete work will be as per instruction & satisfaction of HRIDC Site Engineer.
22	NS-23	Outdoor type suitable for 33 KV Single core 630 Sq mm XLPE Cable End Box/Termination.	Supply, installation, testing and commissioning of heat shrinkable termination kit suitable for 33 kv, single core x 630 Sq mm XLPE Cable (as per item in the schedule) with required accessories complete in all respect. The cable end boxes shall be fixed with fixing brackets. Make- Raychem/M-Seal/ Cab seal /Denson Conforming to IS Code IS: 13573/1992 Part-1,2&3/2011 or upto latest amendment. Complete work will be as per instruction & satisfaction of HRIDC Site Engineer.
23	NS-24	Straight through joint for 11 KV 3C x 185 SQMM HT XLPE Cable	Supply, installation, testing and commissioning of straight through joint for 11 KV three cores HT XLPE 185 SQMM, it should be ensured no air bubbles in straight through joint. Conforming to IS Code IS: 13573/1992 Part-1,2&3/2011 or upto latest amendment. Complete work will be as per instruction & satisfaction of HRIDC Site Engineer.
24	NS-25	Straight through joint for 11 KV 3C x 300 SQMM HT XLPE Cable	Supply, installation, testing and commissioning of straight through joint for 11 KV three cores HT XLPE 300 SQMM, it should be ensured no air bubbles in straight through joint. Conforming to IS Code IS: 13573/1992 Part-1,2&3/2011 or upto latest amendment. Complete work will be as per instruction & satisfaction of HRIDC Site Engineer.
25	NS-26	Straight through joint for 33 KV Single Core x 630 SQMM HT XLPE Cable	Supply, installation, testing and commissioning of straight through joint for 33 KV Single core HT XLPE 630 SQMM, it should be ensured no air bubbles in straight through joint. Conforming to IS Code IS: 13573/1992 Part-1,2&3/2011 or upto latest amendment. Complete work will be as per instruction & satisfaction of HRIDC Site Engineer.
26	NS-27	Excavation in all kinds of soil	Excavation and refill of 0.50 Mtr. Width, 1.20 Mtr. Deep trench 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 & satisfaction of HRIDC Site Engineer.
27	NS-28	Excavation in hard rock	Excavation and refill of 0.50 Mtr. Width, 1.20 Mtr. Deep trench in hard rock (where blasting is prohibited) 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 & satisfaction of HRIDC Site Engineer.
28	NS-29	Drilling of horizontal bore as per site requirement	This item covers 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 HRIDC representative taking all necessary safety precautions relate to Road/Canal/Bridges/track and movement of Road transport & 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. All work will be done in presence of HRIDC 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 & trains. Complete work will be carried out as per instruction & satisfaction of HRIDC Site Engineer.
29	NS-30	LT cables laying & commissioning	Laying and commissioning of PVC / XLPE insulated armoured sheathed aluminium conductor 1100 volts grade cable underground /under the road / under the track along- with pole / wall / in air already laid pipe. Before laying of cable in the trench, it should be thoroughly checked for sharp ballast and stones so that the cable may not be damaged. Before and after laying cable, the I.R. value should be checked. While laying the cable, care should be taken that no tree roots/water logging area come on the way of cable, as it may damage the outside insulation of cable. Armouring at both ends of the cable should be earthed. At termination point of cable aluminium lugs and Brass glands of suitable size and good quality shall be provided. The contractor shall restore the original condition of the Roads/PF/ pakka flooring after laying of cable. Bending radius of the cable shall not be less than 16 times of dia. of the cable. The trench shall be 0.5 m. Wide and 1.2 m. Deep and the cable shall be covered with good quality bricks /RCC cover of 50 mm thick of ratio 1;3:6. The trench shall be refilled withsoil available. Where ever the cable emerges out of the ground at least two loops of sufficient radius should be laid. Installation of cable along with

			<p>wall / pole/roof top / underneath sheds wherever required shall be done with support of G. I. Saddles / clamp of proper size / G. I. Pipe. The cost of G. I. Pipe is taken separately. Breaking of floor / wall / road and other civil structures and repairing up to original condition, shall be done by the contractor, and no extra cost will be paid for it. Permission for crossing any road if required shall be arranged by the contractor in coordination with concerned site engineer, and all the expenditures will be borne by the contractor. All the instruments required for insulation testing high voltage testing shall be arranged by contractor at his own cost. The cable shall be transported by the contractor through his own means from major electrical depot to required site of work. Before transportation of the cable it shall be tested at site to ascertain the serviceability of the cable by the contractor.</p>
30	NS-31	HT XLPE CABLE Laying & Commissioning	<p>Laying and commissioning of PVC / XLPE HT insulated armoured sheathed aluminium conductor 11000/33000 V volts grade cable underground /under the road / under the track along-with pole / wall / in air already laid pipe.</p> <p>Before laying of cable in the trench, it should be thoroughly checked for sharp ballast and stones so that the cable may not be damaged. Before and after laying cable, the I.R. value should be checked. While laying the cable care should be taken that no tree roots/water logging area come on the way of cable, as it may damage the outside insulation of cable. Armouring at both ends of the cable should be earthed. At termination point of cable aluminium lugs and Brass glands of suitable size and good quality shall be provided. The contractor shall restore the original condition of the space after laying HT Cable.</p> <p>Bending radius of the cable shall not be less than 16 times of dia. of the cable. The trench shall be 0.5 m. Wide and 1.2 m. Deep and the cable shall be covered with good quality bricks /RCC cover of 50 mm thick of ratio 1;3:6. The trench shall be refilled with soil available. Where ever the cable emerges out of the ground at least two loops of sufficient radius should be laid. Installation of cable along with wall / pole/roof top / underneath sheds wherever required shall be done with support of G. I. Saddles /clamp of proper size / G. I. Pipe. The cost of G. I. Pipe is taken separately. Breaking of floor / wall / road and other civil structures and repairing upto original condition, shall be done by the contractor, and no extra cost will be paid for it. Permission for crossing any road if required shall be arranged by the contractor</p>

			in coordination with concerned site engineer, and all the expenditures will be borne by the contractor. All the instruments required for insulation testing high voltage testing shall be arranged by contractor at his own cost. The cable shall be transported by the contractor through his own means from major electrical depot to required site of work. Before transportation of the cable it shall be tested at site to ascertain the serviceability of the cable by the contractor.
31	NS-33	EARTHING ARRANGEMENT	<p>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, down side 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 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 (In side to inside) with 125 mm wall thickness & 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 & 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 & complete work will be as per instruction & satisfaction of HRIDC Site Engineer.</p>
32	NS-34	Dismantling & Removal of transformer.	Dismantling & Removal of .44/11/33 KV transformer (single/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 DISCOM/HRIDC Site 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 HRIDC/DISCOM authorities.

33	NS-35	LT Straight Joint.	Supply, installation, testing and commissioning of LT heat shrinkable straight through joint with required accessories complete in all respect suitable for LT XLPE 4 core cable as per site requirement. Make as per reference list. Complete work will be as per instruction & satisfaction of HRIDC Site Engineer.
34	NS-36	MS Channel	Contractor will Supply and fixing of MS Channel 100x50x6 mm for termination of 11/33 KV line with clamps, nuts, bolts and washers etc. including primer coat of red oxide and two coats of aluminum paints. 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. Complete work will be as per instruction & satisfaction of HRIDC Site Engineer.
35	NS-37	Supply & fixing of 25x6 MM GI flat.	Contractor will Supply and fixing & connecting of GI flat size 25x6 mm with suitable size nuts, bolts & washers as per instruction of HRIDC Site Engineer. Complete work will be as per instruction & satisfaction of HRIDC Site Engineer.
36	NS-38	Supply of material & stringing of WOLF 150sq mm conductor size 30/2.59 7/2.59.	Supply of material and stringing of ACSR WOLF 150sq mm conductor size 30/2.59 7/2.59. as per specification of UHBVNL/DHBVNL. Note: - cost shall be quoted for per meter of conductor. Conforming to specification IS 398 Part-IV ,1994 & IS 1778-1980 with latest amendment thereof.
37	NS-39	Supply of material & stringing of ACSR Rabbit conductor size 6/1/3.35	Supply of material and string of ACSR Rabbit conductor size 6/1/3.35. Note: - cost shall be quoted for per meter of conductor Conforming to specification IS 398 Part-IV ,1994 & IS 1778-1980 with latest amendment thereof.
38	NS-40	Supply of 11 kV 3C 185 Sq.mm XLPE HT Cable	Supply, transportation and delivery at site of 11KV 3 core 185 sq mm XLPE(E) insulated stranded compacted armoured aluminium conductor Dry / gas cured insulated HT Cables for effectively earthed specification system. Conforming to IS:7098 Part-II,1985, IS:8130-1984 and IEC-502 standards with latest amendment thereof.
39	NS-41	Supply of 11 kV 3C 300 Sq.mm	Supply, transportation and delivery of 11KV 3 core 300 sq mm XLPE(E) insulated stranded compacted armoured aluminium conductor Dry / gas cured insulated HT Cables for effectively earthed specification system. Conforming to IS:7098 Part-II,1985,

		XLPE HT Cable	IS:8130-1984 and IEC-502 standards with latest amendment thereof.
40	NS-42	Supply of 33 kV Single Core 630 Sq.mm XLPE HT Cable	Supply, transportation and delivery of 33 KV Single core 630 sq mm XLPE(E) insulated stranded compacted armoured aluminium conductor Dry / gas cured insulated HT Cables for effectively earthed specification system. Conforming to IS:7098 Part-II,1985, IS:8130-1984 and IEC-502 Standards with latest amendment thereof.
41	NS-43	Supply & erection of PCC double pole (DP) structure 11 m	The item price includes coordination with DISCOM/concerned authorities, labour & cost of all materials including cost of prestressed, cement concrete (PSCC)/RSJ (As per site requirement) double pole structure(H-pole) 11 meters long, 4 nos. channel cross arms & 2 nos cross bracing angles, clamps, bolts, nuts etc. including erection, casting of foundation , muffing etc. The item price also includes supply and erection of galvanized stay set with 19/20 mm dia x1.8 meters long stay rod, anchor plate of size 45cm.x45cm x 7.5mm thick, thimble, stay clamp of galvanized MS flat 50 x 6 mm, turn buckle (20mmx600 mm), 7/4.00 mm dia GI stay wire conforming to IS 2141-1968, 11KV strain insulators etc. including digging of pit, casting of foundation for poles & stays with cement, concrete M10 grade and refilling, supply and erection of anti-climbing devices, and danger plates on the erected poles. Above items are for guidelines purpose. The entire work has to be done in coordination and as per standards of concerned DISCOM and as per HRIDC Drawing and satisfaction of HRIDC Site Engineer
42	NS-44	Supply & laying of HDPE pipe 75/80 mm Dia.	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
43	NS-45	Supply & laying of 1.1 kV LT XLPE cable 4C 70 Sq.mm & 120 Sq.mm	Supply, laying 1.1 KV grade LT XLPE insulated armoured, aluminum conductor cable, making good the damages, end terminations with aluminium crimping sockets/lugs, provision of cable route markers, testing and commissioning etc. as required as per Technical specifications & Conforming to IS:7098 Part-II,1985, IS:8130-1984 and IEC-502 standards with latest amendment thereof.
44	NS-46	Supply of material & stringing of ACSR WEASEL	Supply of material and string of ACSR WEASEL conductor size 6/1/2.59 mm Note: - cost shall be quoted for per meter of conductor as per specs.

		conductor size 6/1/2.59 mm	
45	NS- 47	Supply of LT pin insulator with GI pin	Supply & Erection of LT pin insulator (Porcelain/PVC) with GI pin as per satisfaction of site Engineer & DISCOM Engineer.
46	NS-48	Supply & stringing of GI Earthling wire	Supply & stringing of GI Earthling wire 10 SWG for overhead earthling as per requirement of DISCOM Engineer. GI wire shall be conforming to relevant IS CODE.
47	NS-49	GO/DO Switch	11 KV 400 Amps. GO/DO Switch complete with handle, pipe & Supporting Channel suitable for 11 m PCC pole. As per Nigam's technical specification, relevant ISS and latest amendments
48	NS-50	Multi utility vehicle	MUV (multi utility vehicle) of loading capacity one MT, sitting capacity of four persons, four strokes, four cylinder engine, factory build metal body cargo box type - Mahindra, Tata, or similar type multi utility vehicle including major/minor repairs, cost of lubricants, fuels, salary of driver, toll taxes and all other taxes, complete operation & maintenance for running of 2000 KM in a month for the use of Electrical Department of HRIDC for supervision & transportation of material/machines & 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 & Delhi. Note: Vehicle shall not be older more than 3 years.

Annexure-S**Reference list for make of products**

Following approved makes will be acceptable for this Tender:

1. List of Approved Makes CPWD Electrical circle Delhi

S No.	Item Description	Approved Make
1	FRLS/PVC insulated copper wire/cable	Havell's/R R Kabel/ L&T/Finolex/Polycab
2	MCB DB/ MCB'S	Hager/L&T/ Legrand (dpx3)/ Schneider(acti9)/ Siemens (Betagard)
3	MCCB	GE /L&T /Legrand (dpx3)/ Schneider (ncx)/ Siemens(3vl)
4	Changeover switch/ Contactor/ timer/starter	GE /L&T/ Siemens/Havell's
5	XLPE Cable	Plaza/Havell's/ Finolex/Polycab
6	AI conductor armoured cable	Havell's/ Finolex/Polycab
7	Steel Conduit & accessories	NIC/BEC/AKG (ISI Marked)
8	PVC Conduit & accessories	AKG/Precision/BEC (ISI Marked)
9	GI Pipes/MS Pipes	Jindal/ Hisar/ TATA / SAIL
10	HDPE Pipes	Jain/Sudhakar/Tripiti/REX or any ISI Marked to be got approved by Engineer-In-charge of work
11	Pole Boxes	Stanlec/Sintex/Hansal

2. List of approved Makes/Venders of DHBVNL as per Memo No. Ch-22/DDD-57/Vol-viii dated 08.07.2020

Note: -

Before purchase of any Major value items, the contactor shall take prior approval from Competent Authority.

Packet-II: FINANCIAL BID

Schedule of Rate and Approximate Quantities

Bill of Quantities (For Non-Schedule Items)

Name of Work: Shifting/ modification of overhead electrical crossings including Supply, installation, testing and commissioning of overhead electrical power line crossing LT/HT upto 33 KV by underground cables and removal of other electrical infringement/ utilities in connection with proposed Haryana Orbital Rail Corridor (HORC) from Manesar to Harsana Kalan in the state of Haryana

NS items	Item Description	Qty. unit	Item Qty	Unit rates (INR)	Amount
NS-1	To draw the site plan of HT/LT track 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 HRIDC & related DISCOM authorities before execution of work, each tracing is to be supplied with 12 copies of ammonia/paper print as per specification	Set	96	2538.66	243711.36
NS-2	To get printed the agreement on Rs500/- stamp paper as per standardized Performa of railway track crossing regulation 1987 in Hindi and English (6 copies of each) with proper drawing etc as per specification	Set	96	1978.93	189977.28
NS-3	Preparation of paper for way leave agreement on Rs. 500/- stamp paper for getting EIG Sanction for each crossing before execution of work as per specification	No.	96	630.64	60541.44
NS-4	Inspection, testing and examination fees of up to 11 KV line, busbar and cables per circuit for energisation permission as per specification	No.	82	444	36408
NS-5	Inspection, testing and examination fees of exceeding 11 KV & up to 33 KV line, busbar and cables per circuit for energisation permission as specification	No.	14	444	6216
NS-6	Supply and laying of HDPE pipe 160 mm dia. (OD), wall thickness between 6.2 mm to 7.1 mm, material grade PE-80 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	Mts	19920	495.03	9860997.6

NS items	Item Description	Qty. unit	Item Qty	Unit rates (INR)	Amount
	site requirement in already excavated trench. As per Technical specification.				
NS-7	Supply of material, fabrication & erection of 12.8 Mtrs. long Lattice tower made of 65x65x5 mm MS angle with 50x6 mm MS flat for bracing including primer coat of red oxide and two coats of aluminum paints & excavation of pit 1.50x1.50x2.20 m in ground. The tower should be erected by CC grouting & muffed in cement concrete of mix. ratio 1:3:6 having size of 1.20x1.20x2.10 m over base concrete of 100 mm thick in mix. 1:5:10 as per IS Specifications. The remaining position of hte pit be back filled with watering & ramming and surplus material shall be dispose-off within lead of 50 m. In all type of soil & tower weight 508 Kg. As per specification and Drawing.	No.	60	41967.18	2518030.8
NS-8	Supply and fixing of cable marker including CC foundation for HT / LT Electrical underground cable as per HRIDC Drawing & As per specification. Complete work will be as per instruction & satisfaction of HRIDC Site Engineer.	No.	1000	2117.26	2117260
NS-9	To make termination point on existing PCC / 'H' pole/ Tower etc. As per specification.	No.	106	665.72	70566.32
NS-10	Supply, fixing & commissioning of PCC pole 09 Mtrs. Long & working load of 400 kg for LT/11 KV for making cut point at 90 degree or realigning existing line. As per specification of UHBVNL/DHBVNL CSC-XV-R-11/DH/UH/P&D/2015-16.	No.	110	3771.84	414902.4
NS-11	Supply, fixing & commissioning of PCC pole 11 Mtrs. Long & working load of 400 kg for LT/11 KV for making cut point at 90 degree or realigning existing line. As per specification of UHBVNL/DHBVNL CSC-XV-R-11/DH/UH/P&D/2015-16.	No.	200	4950	990000

NS items	Item Description	Qty. unit	Item Qty	Unit rates (INR)	Amount
NS-12	Dismantling & deposited material of existing HT/LT overhead crossing complete in all respect & connecting HT/LT XLPE cable to the system as per specification	No.	35	550.04	19251.4
NS-13	Supply and fixing of stay complete with stay wire, stay insulator, stay rod, anchor plate, straining Schedule 12-Supply and fixing of stay complete with stay wire, stay insulator, stay rod, anchor plate, straining screw including clamps, nuts, bolts, washers, 1.5m long GI pipe piece 50mm dia, foundation and painting as per spec.	No.	130	621.97	80856.1
NS-14	Supply, installation, testing and commissioning of porcelain/Polymer disc & PIN type insulators suitable for 11/33 KV, HT line on SP /DP as per technical specification of UHBVNL/DHBVNL	No.	2336	366.58	856330.88
NS-15	Supply and fixing of 50 mm internal dia B class G.I. pipe as per IS 1239 for cable laying with pole/wall/under road/floor etc. as per spec.	Mts	150	239.31	35896.5
NS-16	Supply & fixing of GI pipe having internal dia 100mm medium duty (as per specification IS 1239).	Mts	1100	540.26	594286
NS-17	Supply & fixing of GI pipe having internal dia 150mm medium duty as per specification	Mts	336	672.67	226017.12
NS-18	Supply, fixing & commissioning of 'V' type cross arm suitable for making 11/33 KV cut point and strining of ACSR conductor including hook for earth wire. (As per specification)	No.	310	475.41	147377.1
NS-19	Supply, fixing & commissioning of 11/33 KV top hamper (As per specification)	No.	310	103.82	32184.2
NS-20	Dismantling & deposite of existing HT tower, overhead crossing complete in all respect and connecting HT cable to the system. As per specification.	No.	5	27056.37	135281.85
NS-21	Supply, erection, testing & commissioning of outdoor type heat shrinkable cable end termination boxes suitable for 11 KV 'E' 3 core 185 Sq.mm XLPE as per specification	No.	308	8635.86	2659844.88

NS items	Item Description	Qty. unit	Item Qty	Unit rates (INR)	Amount
NS-22	Supply, erection, testing & commissioning of outdoor type heat shrinkable cable end termination boxes suitable for 11 KV 'E' 3 core 300 Sq.mm XLPE as per specification	No.	20	9447.34	188946.8
NS-23	Supply, erection, testing & commissioning of outdoor type heat shrinkable cable end termination boxes suitable for 33 KV 'E' 1 core 630 Sq.mm XLPE as per specification.	No.	116	14278	1656248
NS-24	SIT&C of heat shrinkable type Straight through joint for 11 KV 'E' 3 core HT XLPE 185 sq mm Cable	No.	5	12028.54	60142.7
NS-25	SIT&C of heat shrinkable type Straight through joint for 11 KV 'E' 3 core HT XLPE 300 sq mm Cable	No.	3	43029.09	129087.27
NS-26	SIT&C of heat shrinkable type Straight through joint for 33 KV 'E' Single core HT XLPE 630 sq mm Cable.	No.	10	58762.43	587624.3
NS-27	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 site engineer includes suitable protection of loops cables	Mts	18735	129.34	2423184.9
NS-28	Excavation & refilling of trench size 0.5 m wide x 1.2 m deep in hard rock (where blasting is prohibited) for laying of HDPE/SPUN/CI etc. pipe for underground cable crossing as per spec. and satisfaction of site engineer and includes suitable protection of loops cables	Mts	2873	411.61	1182555.53
NS-29	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	Mts	1310	3064.65	4014691.5
NS-30	Laying, testing & commissioning of LT cable in Air/Pole/Pipe/ Trench etc. (as per specification).	Mts	2250	58.58	131805

NS items	Item Description	Qty. unit	Item Qty	Unit rates (INR)	Amount
NS-31	Laying, testing & commissioning of 11/33KV HT cable in Air/Pole/Pipe/Trench etc. (as per specification).	Mts	28400	83.75	2378500
NS-32	Supply, erection, testing & commissioning of LT shackle insulator with all accessories on pole as per spec.	No.	300	36.16	10848
NS-33	Supply of material and providing of earth electrode for earthing by using medium gread, 50 mm GI pipe electrode 3 mtr long, 7/4 mm dia. galvanized steel stranded wire including connections from earth pipe to pole as per specifications	No.	400	1238.67	495468
NS-34	Dismantling of existing 11/33 KV transformer 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.	No.	25	13913.77	347844.25
NS-35	SFT&C of LT heat shrinkable straight through joint with required accessories complete in all respect suitable for LT XLPE 4 core cable as per site requirement. Make as per reference list. Complete work will be as per instruction & satisfaction of HRIDC Site Engineer.	No.	15	2140.65	32109.75
NS-36	Supply and fixing of MS Channel 100x50x6 mm for termination with clamps, nuts, bolts and washers etc. including primer coat of red oxide and two coats of aluminium paints as per Spec.	Kg.	4000	68.08	272320
NS-37	Supply, laying and connecting of GI flat for earth connection and other works as per site requirement size 25x6mm as per specs	Mts	400	35.36	14144
NS-38	Supply of material and stringing of ACSR WOLF 150sq mm conductor size 30/2.59 7/2.59. as per specification of UHBVNL/DHBVNL. Note: - cost shall be quoted for per meter of conductor as per spec.	Mts	10000	106.2	1062000
NS-39	Supply of material and string of ACSR Rabbit 50 sq mm conductor size 6/1/3.35 Note: - cost shall be quoted for per meter of conductor as per specs.	Mts	30000	30.72	921600

NS items	Item Description	Qty. unit	Item Qty	Unit rates (INR)	Amount
NS-40	Supply, transportation and delivery at site of 11KV 3 core 185 sq mm XLPE(E) 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 technical specifications. Inspection shall be carried out as per special conditions of Contract and as per instruction of Engineer-In-Charge of HRIDC.	Mts	20150	1301.26	26220389
NS-41	Supply, transportation and delivery at site of 11KV 3 core 300 sq mm XLPE(E) 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 technical specifications. Inspection shall be carried out as per special conditions of Contract and as per instruction of Engineer-In-Charge of HRIDC.	Mts	1250	1594.18	1992725
NS-42	Supply, transportation and delivery at site of 33KV 1 core 630 sq mm XLPE(E) 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 technical specifications. Inspection shall be carried out as per special conditions of Contract and as per instruction of Engineer-In-Charge of HRIDC.	Mts	7000	1452.29	10166030
NS-43	Supply and erection of pre-stressed, cement concrete (PSCC) double pole structure 11 meters long suitable for 400 KG working load with top section 200 mm X 105 mm and bottom section 410 mm X 140 mm complete with 4 nos. channel cross arms & 2 nos. cross bracing angles, clamps, bolts, nuts , galvanized stay set , anti-climbing devices, Danger plates on the erected pole galvanised stay rod, casting of foundation for poles & stays etc. As per requirement of DISCOM & approved Drawing of HRIDC/DISCOM	No.	167	49589.00	8281363

NS items	Item Description	Qty. unit	Item Qty	Unit rates (INR)	Amount
NS-44	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	Mts	3000	95.5	286500
NS-45	Supply, laying. 1.1 KV grade LT XLPE insulated armoured, aluminum conductor cable, making good the damages, end terminations with aluminium crimping sockets/lugs, provision of cable route markers, testing and commissioning etc. as required as per 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. Factory Inspection shall be carried out as per instruction of Engineer-In-Charge of HRIDC.				
	(1). 4 Core 70Sq.mm	Mts	750	400.61	300457.5
	(2). 4 Core 120Sq.mm	Mts	1500	601.8	902700
NS-46	Supply of material and string of ACSR WEASEL conductor size 6/1/2.59 mm Note: - cost shall be quoted for per meter of conductor as per specs.	Mts	2500	24.38	60944.9
NS-47	supply of LT pin insulator with GI pin and other hardware	No.	300	71.69	21507
NS-48	GI Earthing wire 10 SWG for overhead earthing	Kg	1100	70	77000
NS-49	11 KV 400 Amps. GO Switch complete with handle, pipe & Supporting Channel suitable for 11 m PCC pole. As per Nigam's technical specification, relevant ISS and latest amendments	No.	10	6985	69850

NS items	Item Description	Qty. unit	Item Qty	Unit rates (INR)	Amount
NS-50	Hiring of 01 Nos. MUV (multi utility vehicle) of loading capacity one MT, sitting capacity of four persons, four strokes, four cylinder engine, factory build metal body cargo box type - Mahindra, Tata, or similar type multi utility vehicle including major/minor repairs, cost of lubricants, fuels, salary of driver, toll taxes and all other taxes, complete operation & maintenance for running of 2000 KM in a month for the use of Electrical Department of HRIDC for supervision & transportation of material/machines & 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 & Delhi.				
a)	Fix charges up to 2000 km per month (18)	Per Vehicle per month	18	28179.8	507236.4
b)	Extra above 2000 km. (1x18x3000 = 36000)	per KM	36000	6	216000
c)	Extra for working beyond 12 hrs. in a day	Hrs	800	13.4	10720
Total amount (INR)					8,63,18,480.03

**All above rates are inclusive of GST and all other taxes.*

NOTES:

1. Bill of Quantities is for Non-Schedule items.
2. The Contractor shall quote his rate of percentage above/below/AT PAR in Financial Bid sheet against BoQ (For Non-Schedule items).
3. The quantities shown against NS Items are approximate and given to serve as a guide only. HRIDC reserves the right to increase/ decrease the quantities according to its needs.
4. All Non-Schedule Items are for complete items of work including all labour, material, all lead, lifts, ascends, descends, crossing of nallah or any obstructions, etc. including loading, unloading, handling, re-handling, taxes, octroi, royalty, compensation, etc. complete.
5. The tenderers are ensured to quote the percentage rate above/below/At PAR in Financial bid sheet. However, the quoted percentage rate against BoQ will automatically be converted into total quoted amount in figures and words in Financial Bid sheet.
6. The rates should be quoted including the payment of octroi/toll tax/sales tax/trade tax or any other tax as leviable by the Central Governmental/State Government/Local Bodies, etc.

I/we clearly understand that I/we am/are not entitled to any other payment whatsoever except at the tendered rate quoted against each item for fully completed works as per conditions of contract.

Signature of Tenderer(s)

Address