



HARYANA RAIL INFRASTRUCTURE DEVELOPMENT CORPORATION LIMITED



TENDER DOCUMENT

FOR

Tender No: HRIDC/HORC/GGN/Kharkhoda/2024/01

Name of Work: Construction and Erection of Site office at proposed Kharkhoda station yard in connection with Palwal – Sonipat BG double Rail line electrified (HORC) project.

Approx. Cost of Work: ₹1.14 Crore

Date of opening of Tender: 30.05.2024 at 15.30 hrs.

Completion Period: 06 months

HARYANA RAIL INFRASTRUCTURE DEVELOPMENT CORPORATION LIMITED

Office address: Plot No. 16, IRCON International Tower-2, Sector-32,
Gurugram, Haryana-122001

Website: www.hridc.co.in, <https://etendershry.nic.in>

HARYANA RAIL INFRASTRUCTURE DEVELOPMENT CORPORATION LIMITED

T. No. HRIDC/HORC/GGN/Kharkhoda/2024/01

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Signature of Contractor/s

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Chief Project Manager (North),
HRIDC, Gurugram

HARYANA RAIL INFRASTRUCTURE DEVELOPMENT CORPORATION LIMITED

T. No. HRIDC/HORC/GGN/Kharkhoda/2024/01

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

(TOP SHEET)

(A) Details to be filled in by HRIDC:

Mode of Tender	E-tender (Single Packet System)
Tender Notice No.	HRIDC/HORC/GGN/Kharkhoda/2024/01
Full name of work	Construction and Erection of Site office at proposed Kharkhoda station yard in connection with Palwal – Sonipat BG double Rail line electrified (HORC) project.
Approx. Cost	INR 1.14 Crore
Completion period	06 (Six) months
Bid Security amount	INR 2,07,300/-
Issue of Tender Notice	Issue of Tender Notice on HRIDC website (www.hridc.co.in)
Sale/availability of tender document on e-procurement portal of Haryana Govt.	Tender documents will be available on e-procurement portal Government of Haryana i.e. https://etenders.hry.nic.in and HRIDC website i.e. www.hridc.co.in on 01.05.2024 at 5:00 PM to 30.05.2024 upto 3:00 PM.
Site visit and other related details	The prospective tenderers may contact the following for further details: Chief Project Manager/North, HRIDC (Email: horc.etendering@gmail.com)
Start date for submission of offer on the e-procurement portal of Haryana Govt. i.e. https://etenders.hry.nic.in	09.05.2024 at 5:00 PM
Last date/Time of uploading of tenders	30.05.2024 upto 3:00 PM.
Date/Time of Opening of Tender	Technical & Financial Bids will be opened after closing of uploading of tender i.e. 30.05.2024 at 3:30 PM.

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Chief Project Manager (North),
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(B) PRECAUTIONS TO BE TAKEN FOR PREPARING LEGAL DOCUMENTS (For guidance to Tenderer):

1. Non-Judicial Stamp Paper

- i) Should have been purchased in the name of the Company/firm/executants
- ii) Should be purchased from the Place/State where the document is being executed.
- iii) Values of the non-judicial stamp paper (NJSP) should be as mentioned in Tender conditions, where value of NJSP is not mentioned in the tender conditions, value of NJSP should be 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

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Chief Project Manager (North),
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T. No. HRIDC/HORC/GGN/Kharkhoda/2024/01

**HARYANA RAIL INFRASTRUCTURE DEVELOPMENT
CORPORATION LIMITED**

TENDER NOTICE

1.0 The Chief Project Manager/North, HRIDC for and on behalf of Haryana Rail Infrastructure Development Corporation invites open e-tender under **Single -Packet System** for the following work:

S. No.	Name of work	Approx. Cost/	Bid Security	Cost of tender document/ e-service Fee	Completion Period
1	Name of Work: Construction and Erection of Site office at proposed Kharkhoda station yard in connection with Palwal – Sonipat BG double Rail line electrified (HORC) project.	Approx. Cost: INR 114.46 Lacs	207300/-	Cost of tender document: INR 15,000/- only (including GST @18%) e-service Fee: INR 1,000/- (Rupees One thousand + 18% GST)	06 Months


2.0 Critical Dates

Code	Activity	Date
D	Issue of Tender Notice on HRIDC Website (i.e. www.hridc.co.in)	26.04.2024
D1= D +07 days	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)	01.05.2024 at 5.00 PM
D2 = D +15 days	Start of submission of offer on e-procurement portal i.e. https://etenders.hry.nic.in	09.05.2024 at 5.00 PM
D3 = D + 37 days	<ul style="list-style-type: none">End of availability of tender documents at https://etenders.hry.nic.inOpening of tender/ offer Note: <i>This is also the last date of uploading of completed offers by the Tenderers</i>	30.05.2024 at 3.00 PM 30.05.2024 at 3.30 PM

The reference time for all the above activities is indicated in Table (A) of Top Sheet above.

Signature of Contractor/s

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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.

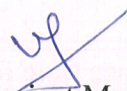
3.0 Validity of Offer: 60 days from the date of opening of Technical Bid (D3).

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

- (i) The tenders are to be uploaded upto date D3 along with scanned copy of all the requisite documents mentioned in “**General Tender Conditions and instructions to tenderers**” and **Annexure-1 of Tender Notice** by all Tenderer(s) failing which the offer will be considered incomplete and action shall be taken as given in **Annexure-1 of Tender Notice**.
- (ii) Technical & Financial Bids will be opened on Date D3 immediately after closing of uploading of tenders.
- (iii) Deleted
- (iv) Cost of tender document and e-service fee shall be deposited by all the tenderer(s) via **ONLINE MODE** failing which the offer will be **summarily rejected**.
- v) Tenderer(s) to please note that after opening of tender, any document/credential pertaining to technical, financial eligibility, constitution of firm etc. shall neither be asked nor be entertained/ considered under any circumstances and no claim or representation whatsoever from the tenderer in this regard shall be entertained. **Scanned copy of the signed documents, uploaded by the Tenderer, shall be clear & readable.** However, HRIDC reserves the right to ask for any clarification on the documents/credentials already submitted by the tenderer along with the offer.
- (vi) Tenderer may have to submit the original documents in physical form at short notice whenever asked by HRIDC at any stage of tender evaluation process or even after finalization of tender.
- (vii) The tenderers are requested to carefully peruse the Tender Documents and upload all requisite documents/credentials along with the offer. **Documents submitted/uploaded previously or along with another tender currently under consideration shall not be considered while evaluating the present tender.**
- (viii) After opening of the tender, any document pertaining to the constitution of Sole Proprietorship Firm / Partnership Firm / Registered Company/ Registered Trust / Registered Society / HUF etc. shall neither be asked nor be considered, if submitted. Further, no suomoto cognizance of any document available in public domain (i.e., on internet etc.) or in Railway's/HRIDC record/office files etc. will be taken for consideration of the tender, if no such mention is available in tender offer submitted.
- (ix) In e-tender, all submissions of documents are to be uploaded on the e-procurement portal as indicated in the Tender Document. There may be last minute hic-cups and delay in uploading the documents. Tenderer(s)/Prospective Tenderers are advised to upload their offer well in

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time. HRIDC will not be responsible for any delay/non submission of offer due to any reason whatsoever.

- (x) The Tenderer (s) shall visit the site of work and acquaint himself/themselves with the conditions of work viz. approach roads and accessibility, nature of soil/rock, availability of materials, electric power, water for work and drinking purposes, site for labour camps, stores, godowns, extent of lead/lift in work, availability of skilled and unskilled labour etc. that may be encountered in the course of execution of work. In short, he/they should familiarize himself/themselves fully with the conditions of the site and furnish a certificate to this effect, in the Proforma appended as **Annexure-C**.

(xi) Single Packet System.

The tender uploaded by the tenderer(s) will consist of Technical & Financial Bids in a Single Packet system. Bids shall be opened after closing of uploading of tender (D3).

1 The Bid shall contain (a) Tender form (First sheet), (b) All requisite documents mentioned in **“General Tender Conditions and instructions to tenderers” and Annexure-1 of Tender Notice**, (c) Complete Tender document along with Corrigendum/Addendum if any issued time to time. Tenderers are requested to ensure that all such documents and Annexures duly filled and signed by legally authorized signatory are uploaded, completed in all respects with their Packet-I/File-I failing which his/their offer is likely to be rejected/summarily rejected, as applicable.

2. The tender 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.

- (xii) Tenderer should keep the validity of their offer for **60 days**. Any deviation will not be accepted under any circumstances.

(xiii) Tenderer(s) participating in this tender are deemed to have accepted all the conditions given in Tender document.

- (xiv) The tenderer(s) may note that the HRIDC reserves its right to either accept or reject any Bid/s without assigning any reasons whatsoever and tenderer(s) shall have no claim(s) on this account.

(xv) Prospective tenderer(s) may contact **Chief Project Manager/North, Haryana Rail Infrastructure Development Corporation Plot No. 16, IRCON International Tower-2, Sector-32, Gurugram, Haryana, 122001** for obtaining further clarifications, if required, **during the working hours.**

(xvi) Instructions regarding GST

- Tenderer to please note that all rates given in BOQ are inclusive of GST and all other taxes.
- Works contracts shall be treated as supply of services as per Schedule-II GST Act.

Signature of Contractor/s

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Chief Project Manager (North),
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- GST Act and Rules issued from time to time by the Government/ concerned authorities shall be applicable
 - Contractor/ suppliers/ service providers/ parties shall register their firms State wise under GSTIN (GST Identification Number) and submit at the time of opening of tender or before the signing the agreement and shall mention place of business, registered office address and email id.
- (xvii) The cost of the Tender Documents is non-refundable and Tender Document is not transferable.
- (xviii) The detailed e-tender notice is available on e-procurement portal of Government of Haryana i.e. <https://etenders.hry.nic.in>.
- (xix) The Tenderers are expected to meet the required safety guidelines (also mentioned in this document) and keep a constant vigil on safety related aspects. Tenderers are also advised to visit the site before submission of their tenders to understand the need for adopting safety related precautions at the work site.
- (xx) Provisions of Make in India Policy 2017 issued by Govt. of India, as amended from time to time, shall be followed for consideration of tenders.
- (xxi) The tenderers who desire to participate against e-tenders, are advised to electronically register themselves on website <https://etenders.hry.nic.in> for which they would require to obtain Class III digital certificate (if already not obtained) issued by CCA under IT Act-2000. The detailed process for the same is explained in the **Annexure-P** (Instructions regarding electronic tendering system)
- (xxii) All other terms and conditions in respect of above tender are given in the tender document.
- (xxiii) Only e-tenders will be accepted, and tenders submitted in any other form will be summarily rejected.
- (xxiv) The tenderer(s) shall abide by the Indian Railways Standard General Conditions of Contract (April 2022) with all corrections slips issued from time to time up to date of opening of tender, wherever applicable, in addition to the conditions mentioned in this tender document.**

Chief Project Manager/ North
Haryana Rail Infrastructure Development Corporation Limited
Plot No. 16, IRCON International Tower-2,
Sector-32, Gurugram, Haryana, 122001

Signature of Contractor/s

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Annexure-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 of "General Tender Conditions and instructions to tenderer(s)" of tender document)	ONLINE MODE (no documentary proof required)	Summarily Rejected
2.	Bid Security /Earnest Money	ONLINE MODE (no documentary proof required)	Summarily Rejected
3.	E-Service Fee	ONLINE MODE (no documentary proof required)	Summarily Rejected
4.	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".
(A)	In case of Sole Proprietorship Firm	(i) A copy of notarized Affidavit certifying the Sole Proprietorship of the firm. (Standard Affidavit as per Annexure O -1) (ii) An undertaking that he/Sole Proprietorship Firm is not blacklisted or debarred by Railways or any other Ministry / Department of Govt. of India or any other Ministry / Department of Govt. of Haryana from participation in tender on the date of opening of bids, either in individual capacity or as a member of the partnership firm or JV in which he was / is a partner/member.	Note: If all the requisite documents pertaining to the constitution of the firm/JV/sole/partnership

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		<p>Concealment / wrong information in regard to above shall make the contract liable for determination under Clause 62 of the General Conditions of Contract (April 2022).</p> <p>(iii) All other documents in terms of explanatory notes for Clause 2.3.2 (A) to 2.3.2 (D) of General Tender Conditions and Instructions to Tenderer(s).</p>	<p>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.</p> <p>(JV Firms are not permitted to participate in this tender)</p>
(B)	In case of HUF	<p>i) A copy of notarized affidavit on Stamp Paper declaring that he who is submitting the tender on behalf of HUF is in the position of 'Karta' of Hindu Undivided Family (HUF) and he has the authority, power and consent given by other members to act on behalf of HUF.</p>	
		<p>ii) An undertaking that the HUF is not blacklisted or debarred by Railways or any other Ministry / Department of Govt. of India or any other Ministry / Department of Govt. of Haryana from participation in tender on the date of opening of bids, either in individual capacity or as a member of the partnership firm or JV in which HUF was / is a partner/member. Concealment /wrong information in regard to above shall make the contract liable for determination under Clause 62 of the General Conditions of Contract (April 2022)</p> <p>iii) All other documents in terms of explanatory notes for Clause 2.3.2 (A) to 2.3.2 (D) of General Tender Conditions and Instructions to Tenderer(s).</p>	

Signature of Contractor/s

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(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/registered) in favour of the individual signing the tender documents, agreement and create liability against the Firm. (Standard Performa as per Annexure O-2)</p> <p>iv) An undertaking by all the partners of the Partnership Firm that they are not blacklisted or debarred by Railways or any other Ministry / Department of Govt. of India or any other Ministry / Department of Govt. of Haryana from participation in tender on the date of opening of bids, either in individual capacity or as a member of the partnership firm or JV in which HUF was / is a partner/member. Concealment /wrong information in regard to above shall make the contract liable for determination under Clause 62 of the General Conditions of Contract (April 2022)</p> <p>v) All other documents in terms of explanatory notes for Clause 2.3.2 (A) to 2.3.2 (D) of General Tender Conditions and Instructions to Tenderer(s).</p>	
(D)	In case of a “JV Firm”	DELETED	NOT APPLICABLE
(E)	In case of a “Company” registered	(i) Copy of the MOA (Memorandum of Association)/AOA (Articles of Association) of the Company;	

Signature of Contractor/s


 Chief Project Manager (North),
 HRIDC, Gurugram

HARYANA RAIL INFRASTRUCTURE DEVELOPMENT CORPORATION LIMITED

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	<p>under Companies Act-2013</p>	<p>(ii)A copy of Certificate of Incorporation</p> <p>(iii)A copy of notarized/registered Power of Attorney (Standard Performa as per Annexure O-9) by the Company (backed by 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.</p> <p>(iv)An undertaking that the Company is not blacklisted or debarred by Railways or any other Ministry / Department of Govt. of India or any other Ministry / Department of Govt. of Haryana from participation in tender on the date of opening of bids, either in individual capacity or as a member of the partnership firm or JV in which he was / is a partner/member. Concealment / wrong information in regard to above shall make the contract liable for determination under Clause 62 of the General Conditions of Contract (April 2022).</p> <p>(v)All other documents in terms of explanatory notes for Clause 2.3.2 (A) to 2.3.2 (D) of General Tender Conditions and Instructions to Tenderer(s)</p>	
<p>(F)</p>	<p>In case of a “LLP (Limited Liability Partnership)”</p>	<p>(i)Notarised copy of the LLP Agreement;</p> <p>(ii)A Copy of Certificate of Incorporation; and</p> <p>(iii)A copy of notarized/registered Power of Attorney/authorization issued by the LLP in favour of the</p>	

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Chief Project Manager (North),
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		<p>individual to sign the tender on behalf of the LLP and create liability against the LLP. (Standard Performa as per Annexure O-11)</p> <p>(iv)An undertaking that the LLP is not blacklisted or debarred by Railways or any other Ministry / Department of Govt. of India or any other Ministry / Department of Govt. of Haryana from participation in tender on the date of opening of bids, either in individual capacity or as a member of the partnership firm or JV in which he was / is a partner/ member. Concealment / wrong information in regard to above shall make the contract liable for determination under Clause 62 of the General Conditions of Contract (April 2022).</p> <p>(v)All other documents in terms of explanatory notes for Clause 2.3.2 (A) to 2.3.2 (D) of General Tender Conditions and Instructions to Tenderer(s)</p>	
(G)	In case of a Registered Society/ Registered Trust	<p>(i)A notarised copy of the Certificate of Registration;</p> <p>(ii)Notarised copy of Deed of Formation; and</p> <p>(iii)A notarised/registered copy of Power of Attorney in favour of the individual to sign the tender documents and create liability against the Society/Trust.</p> <p>(iv)An undertaking that Registered Society/ Registered Trust is not blacklisted or debarred by Railways or any other Ministry / Department of Govt. of India or any other Ministry / Department of Govt. of Haryana from</p>	

Signature of Contractor/s

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		<p>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 (April 2022).</p> <p>(v) All other documents in terms of explanatory notes for Clause 2.3.2 (A) to 2.3.2 (D) of General Tender Conditions and Instructions to Tenderer(s).</p>	
5.	<p><u>Technical Eligibility Criteria</u></p> <p>–</p>		<p>Note: <i>“After opening of the tender, any document/ credential pertaining to the technical & financial eligibility and available bid capacity, 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 not be entertained”</i></p>
	<p>The sub-clause 10.1 of IR GCC, April 2022 shall not be applicable for the subject tender. as per clause 2.3.2 (A) of General Tender Conditions and instructions to Tenderer(s) to be apply for the subject tender.</p>	<p>Copy</p>	

Signature of Contractor/s


 Chief Project Manager (North),
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6.	<p><u>Financial Eligibility Criteria</u>– The tenderer must have minimum average annual contractual turnover of V/N crore or V whichever is less, where; where V= Advertised value of the tender in crores of Rupees N= Number of years prescribed for completion of work for which bids have been invited. The average annual contractual turnover shall be calculated as an average of “total contractual payments” in the previous three financial years, as per the audited balance sheet. However, in case balance sheet of the previous year is yet to be prepared/ audited, the audited balance sheet of the fourth previous year shall be considered for calculating average annual contractual turnover. The tenderers shall submit requisite information as per Annexure-O-14, along with copies of Audited Balance Sheets duly certified by the Chartered Accountant/ Certificate from Chartered</p>	Copy	
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Signature of Contractor/s

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Chief Project Manager (North),
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	Accountant duly supported by Audited Balance Sheet as per Clause 2.3.2 (B) of General Tender Conditions and instructions to Tenderer(s).		
7.	Tender Form (First Sheet)	Copy	Liabile to be rejected
8.	Annexure-C Declaration form regarding site etc.	Copy	Liabile to be rejected
9.	Annexure-D Declaration regarding constitution of firm	Copy	Liabile to be rejected
10.	Annexure-E (Plant and Machinery)	Copy	Liabile to be rejected
11.	Annexure-F (Engineers/ Personnel)	Copy	Liabile to be rejected
12.	Annexure-G (Works executed during last seven years ending last day of the month previous to the one in which tender is opened)	Copy	Liabile to be rejected
13.	Annexure-H Work in Hand - in support of Credentials.	Copy	Liabile to be rejected
14.	Annexure-I (Detail of Contractual Payment received in previous three financial years and the current financial year)	Copy	Liabile to be rejected
15.	Annexure-J (Bank Detail/ RTGS)	Copy	Liabile to be rejected
16.	Completion Certificate*	Copy	Summarily Rejected
17.	Annexure-M Mandatory Affidavit	Copy	Summarily Rejected

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	to be submitted by tenderer along with the tender documents		
18.	Annexure-Q - Mandatory undertaking Regarding Employment/ Partnership of Retired Government of India/ Haryana Employees.	Copy	Summarily Rejected

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

Signature of Contractor/s

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Chief Project Manager (North),
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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 Tender Schedule at specified space i.e. Financial bid sheet. Rates offered in any other Proforma/Form shall be summarily rejected.**
- 4.0 **Pre-bid Queries and Pre-bid Meeting:- (NOT APPLICABLE)**
- 5.0 **Two Packet System. (NOT APPLICABLE)**

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

- 6.0 Tender Document shall be uploaded along with the following documents:
(i) Bid security, 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/credentials 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.**

Signature of Contractor/s

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- 7.1 Tenderer should keep the validity of their offer for **60 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 Bid Security 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 Chief Project Manager/ North, Haryana Rail Infrastructure Development Corporation, Plot No. 16, IRCON Internation Tower-2, Sector-32, Gurugram, Haryana, 122001 for obtaining further clarifications, if required, during the working hours.**

Signature of Contractor/s

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**HARYANA RAIL INFRASTRUCTURE DEVELOPMENT
CORPORATION LIMITED**

TENDER FORMS (FIRST SHEET)

Tender no: HRIDC/HORC/GGN/Kharkhoda/2024/01

Name of work: Construction and Erection of Site office at proposed Kharkhoda station yard in connection with Palwal – Sonipat BG double Rail line electrified (HORC) project.

To,

The Managing Director,

Haryana Rail Infrastructure Development Corporation Limited

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

E-mail: hridc2017@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 **60 (Sixty) days** from the date fixed for opening the same and in default thereof, I/We will be liable for forfeiting of my/our “Bid Security”. I/We offer to do the work “**Construction and Erection of Site office at proposed Kharkhoda station yard in connection with Palwal – Sonipat BG double Rail line electrified (HORC) project**” for Haryana Rail Infrastructure Development Corporation Limited, at the rates quoted in the attached schedule and hereby bind myself/ourselves to complete the work in all respects within **06 (Six) months** from the date of issue of letter of acceptance of the tender.

2. I/We also hereby agree to abide by the **Indian Railways Standard General Conditions of Contract (April, 2022)**, with all correction slips issued from time to time and to carry out the work according to the Special Conditions of Contract, Technical Specifications, specifications of materials and CPWD DSR -2021/ Schedule of Rates as laid down by HRIDC in the present contract.
3. Bid Security **Rs. 2,07,300/-** has already been deposited online. Bid security may be forfeited without prejudice to any other right or remedies in case my/our Tender is accepted and if:
 - a) I/We do not submit the Performance Guarantee within the time specified in the Tender document;
 - b) I/We do not execute the contract documents within seven (7) days after receipt of notice issued by HRIDC that such documents are ready; and
 - c) I/We do not commence the work within fifteen (15) days after receipt of orders to that effect.
4. (a) I/We am/are a Startup firm registered by Department of Industrial Policy and Promotion (DIPP) and my registration No. is valid upto (copy enclosed) and hence exempted from submission of Bid Security.

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5. We are a labour Co-operative society and our registration No. is With
And hence require to deposit only 50% of Bid Security.

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

Signature of Witnesses:

.....

(1)

(2)

Signature of Tenderer(s)

Date.....

Address of the Tenderer(s)

(Complete postal address)

HARYANA RAIL INFRASTRUCTURE DEVELOPMENT CORPORATION LIMITED

T. No. HRIDC/HORC/GGN/Kharkhoda/2024/01

GENERAL TENDER CONDITIONS AND INSTRUCTIONS TO TENDERER(S)

1.0	<u>DETAILS OF WORKS:</u>
	Tenders are invited for the work “Construction and Erection of Site office at proposed Kharkhoda station yard in connection with Palwal – Sonipat BG double Rail line electrified (HORC) project.”
2.0	<u>TENDER DOCUMENTS:</u> The present tender is based on single packet system, contains technical & Financial bids in same packet. Technical Bid It consists of Top sheet, Tender Notice, Addendum/Corrigendum, if any, Tender form (first sheet), General Tender Conditions and Instructions to Tenderer(s) along with related Annexures, Special Conditions related to Site Data and Specifications along with related Annexures. The above documents must be uploaded along with all mandatory documents/credentials as directed in Annexure-1 of Tender Notice and General Tender Conditions and Instructions to Tenderer(s). Financial Bid It consists of Schedule of Items and Quantities with provision for quoting of rates in excel sheet (BOQ) online by tenderers. All rates given in BOQ are inclusive of GST and all other taxes.
2.1	<u>SUBMISSION OF TENDERS:</u>
2.1.1 (a)	The offer is to be uploaded online from 09.05.2024 at 5:00 PM to 30.05.2024 upto 3:00 PM (D3) along with scanned copy of all the requisite documents (as per Annexure-1 of Tender Notice). <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. Tenderer’s/ Prospective Tenderers 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.

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(b)	<p>“Technical Bid & Financial Bid will be opened after closing of uploading of tender (D3) i.e. 30.05.2024 at 03:30 PM. The Bid shall contain (a) Tender form (First sheet); (b) All requisite documents mentioned in “General Tender Conditions and instructions to tenderers” and Annexure-1 of Tender Notice; (c) Complete Tender document duly signed by competent authority at each page. Tenderers are requested to ensure that all such documents and Annexures duly filled and signed by legally authorized signatory are uploaded, completed in all respects with the offer, failing which his/their offer is likely to be rejected/summarily rejected, as applicable.</p>
(c)	<p>FINANCIAL BID shall contain the Financial Bid only and will be uploaded along with technical bid on or before the tender opening date (D3). The tender shall be opened on due date in the presence of tenderers/their representatives as may wish to attend the same.</p> <p>Further, offered rates should be filled up in the BOQ at specified space i.e. Financial Bid Sheet (Packet-II/File-II). Rates offered in any other Proforma/Form shall be summarily rejected.</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 (April 2022) for the completion of works to the entire satisfaction of the Engineer-in-charge.</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>

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(iv)	In case the successful tenderer is not liable to be registered under CGST/ IGST /UTGST/SGST Act, the HRIDC shall deduct the applicable GST from his/their bills under reverse charge mechanism (RCM) and deposit the same to the concerned authority.
(v)	When work is tendered for by a firm or company, the tender shall be signed by the individual legally authorized to enter into commitments on their behalf.
(vi)	The HRIDC will not be bound by any power of attorney granted by the tenderer or by changes in the composition of the firm made subsequent to the execution of the contract. It may, however, recognize such power of attorney and changes after obtaining proper legal advice, the cost of which will be chargeable to the Contractor.
(vii)	The tenderers shall submit a copy of certificate stating that all their statements/documents submitted along with bid are true and factual. Standard format of certificate to be submitted by the Tenderer is enclosed as Annexure-M . Non submission of above certificate by the Tenderer shall result in summarily rejection of his/their bid. It shall be mandatorily incumbent upon the tenderer to identify, state and submit the supporting documents duly self-attested by which they/he is qualifying the Qualifying Criteria mentioned in the Tender Document.
2.1.2	Cost of Tender Documents Tender Documents will be available on the e-procurement portal https://etenders.hry.nic.in from 01.05.2024 at 5:00 PM to 30.05.2024 upto 3:00 PM (D3) . The cost of Tender Document will have to be deposited ONLINE. The cost of tender document is Rs. 15,000/- (including GST @ 18%).
2.1.3	The Tender Document consisting of Single Packet i.e., TECHNICAL BID and FINANCIAL BID, shall be uploaded by 30.05.2024 upto 3:00 PM (D3) . The Technical Bid & Financial will be opened after closing of uploading of tender i.e. 30.05.2024 upto 3:30 PM . Technical details and commercial conditions read out in the presence of such tenderer(s) as is/are present if any. The offer shall be uploaded along with scanned copy of all the requisite document (as per Annexure-1 of Tender Notice and General Tender Conditions & Instructions to Tenderer(s)). 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.
2.2	<u>COMPLETION OF TENDER DOCUMENTS:</u>
2.2.1	The tenderer(s) shall quote their /his single percentage rate in financial bid sheet against total estimated cost of Financial Bid. Every possible fluctuation, in the rate

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	<p>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>Only Schedule wise percentage above/below/at par the on total Schedule value for each bill shall be quoted by the tenderer and any tenderer quoting rates other than Schedule wise percentage shall be summarily rejected.</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), 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, the offer will be treated incomplete and summarily rejected.</p>
2.2.3	<p>Tenderer(s) participating in this tender are deemed to have accepted all the conditions given in Tender document.</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>

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2.2.6	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.
2.2.7	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.
2.2.8	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. Tenderer's/Prospective Tenderers 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.
2.2.9	Tenders containing erasures and / or alterations of tender documents are liable to be rejected. Any correction made by tenderer(s) in his/their entries must be attested by him / them.
2.2.10	The works are required to be completed within a period of 15 months from the date of issue of acceptance letter.
2.2.11	<p>Employment/Partnership, etc. of Retired Government of India/ Government of Haryana Employees:</p> <p>(a) Should a Tenderer</p> <p>i) be a retired Engineer of the gazetted rank or any other gazetted officer working before his retirement, whether in the executive or administrative capacity or whether holding a pensionable post or not, in the Engineering or any other department of Government of India/ Government of Haryana and administered by the President of India/ Competent Authority for the time being , OR</p> <p>ii) being partnership firm/ company/ 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 Government of India/ Government of Haryana, OR</p> <p>iii) being an incorporated company have any such retired Engineer of the gazetted rank or any other gazetted officer working before his retirement in Government of India/ Government of Haryana as one of its directors</p> <p 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 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</p>

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	<p>incorporated company, to become a partner or director as the case may be, has been obtained by the tenderer or the Engineer or officer, as the case may be from the President of India/ Competent Authority duly authorized by him in this behalf, shall be clearly stated in writing at the time of submitting the tender.</p> <p>(b) In case, upon successful award of contract, should a tenderer depute for execution of the works under or to deal matters related with this contract, any retired Engineer of gazette rank or retired gazetted officer working before his retirement in the Engineering or any other department of Government of India/ Government of Haryana and administered by the President of India/ Competent Authority for the time being, and now in his employment, then the tenderer will ensure that retired Engineer or retired gazetted officer had retired from government service at least 1 year prior to the date of his employment with tenderer and in case he had retired from service within a year then he possesses the requisite permission from the President of India/ Competent Authority or any officer, duly authorized by him in this behalf, to get associated with the tenderer.</p> <p>(c) Should a tenderer or Contractor being an individual, have member(s) of his family or in the case of partnership firm/ company / registered society / registered trust etc. one or more of his partner(s)/shareholder(s) or member(s) of the family of partner(s)/shareholder(s) having share of more than 1% in the tendering entity employed in gazetted capacity in the Engineering or any other department of Government of India/ Government of Haryana, then the tenderer at the time of submission of tender, will inform the authority inviting tenders the details of such persons.</p> <p>Note: <i>The undertaking for the above shall be submitted as per Annexure-Q. 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 summarily rejected.</i></p>
2.3	<u>CREDENTIALS TO BE UPLOADED/SUBMITTED ALONG WITH TENDER DOCUMENTS:</u>
2.3.1	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 as per Annexure-E.
2.3.2 (A)	Technical Eligibility Criteria The Sub-clause 10.1 of IR GCC, April 2022 shall be applicable. The technical eligibility criteria for the subject Tender shall be as follows:


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	<p>The Tenderer shall upload the documents to prove their technical eligibility as per following criteria: The prescribed Similar nature of work is as under:- “Construction of Any Building works in Railway, Highway & State Govt.”</p>
	<p>The tenderer must have successfully completed/substantially completed any of the following during last 07 (seven) years, ending last day of month previous to the one in which tender is invited:</p> <p>(i) Three similar works each costing not less than the amount equal to 30% of advertised value of the tender.</p> <p style="text-align: center;">OR</p> <p>(ii) Two similar works each costing not less than the amount equal to 40% of advertised value of the tender.</p> <p style="text-align: center;">OR</p> <p>(iii) One similar work each costing not less than the amount equal to 60% of advertised value of the tender.</p>
	<p><u>The clause 10.1 to 10.5 Tender form (Second Sheet) of IR GCC (edition 2022 corrected up to date) shall be applicable for Eligibility Criteria for proposed single packet system.</u></p>
	<p><i>Note:10.1</i></p> <p><i>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.</i></p> <p><i>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.</i></p>

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<p>2.3.2 (B)</p>	<p><u>Financial Eligibility Criteria:</u> The tenderer must have minimum average annual contractual turnover of V/N or V whichever is less, where;</p> <p>V= Advertised value of the tender in crores of Rupees N= Number of years prescribed for completion of work for which bids have been invited.</p> <p>The average annual contractual turnover shall be calculated as an average of “total contractual payments” in the previous three financial years, as per the audited balance sheet. However, in case balance sheet of the previous year is yet to be prepared/ audited, the audited balance sheet of the fourth previous year shall be considered for calculating average annual contractual turnover.</p> <p>The tenderers shall submit requisite information as per Annexure-O-14, along with copies of Audited Balance Sheets duly certified by the Chartered Accountant/ Certificate from Chartered Accountant duly supported by Audited Balance Sheet.</p>
<p>2.3.2 (C)</p>	<p><u>Bid Capacity:</u> NOT APPLICABLE (Applicable for tenders having advertised value more than Rs. 20 Crore) <u>Annexure-H:</u> NOT APPLICABLE</p>
<p>2.3.2 (D)</p>	<p>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 or entity authorized by RBI to do so for the relevant date or immediately previous date for which rates have been published. Where, relevant date shall be as on the last day of month previous to the one in which tender is invited. In case of any other currency, the same shall first be converted to US Dollars as on the last day of month previous to the one in which tender is invited, and the amount so derived in US Dollars shall be converted into Rupees at the aforesaid rate. The conversion rate of such currencies shall be the daily representative exchange rates published by the International Monetary Fund for the relevant date or immediately previous date for which rates have been published.</p>
<p>(E)</p>	<p>Statement of works executed/completed by the contractors during last 7 (Seven) years must be submitted as per Annexure-G. Tenderer should make all efforts to submit the Completion certificate as per Annexure-L.</p>
<p>(F)</p>	<p>The following will be applicable in evaluating the eligibility:</p>
<p>(a)</p>	<p>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</p>

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	<p>tender is invited (even though the work might have commenced before the qualifying period) should only be considered in evaluating the eligibility criteria.</p>
(b)	<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>
(G)	<p>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.</p>
(H)	<p>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.</p>
(I)	<p>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 above and in Clause 2.4.1 (C)</p>
2.4	<p><u>CONSTITUTION OF THE FIRM:</u> (Joint Venture is NOT APPLICABLE, being the NIT value below Rs. 10crore.</p>
(A)	<p><u>Sole Proprietorship Firm:</u></p>
	<p>Following documents shall be submitted by the tenderer on or before closing of uploading of tender (D3).</p>

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	<p>(i) A copy of notarized Affidavit certifying the Sole Proprietorship of the firm. (Standard Affidavit as per Annexure O-1)</p> <p>(ii) All other documents in terms of explanatory notes for Clause 2.3.2 (A) to 2.3.2 (D) of General Tender Conditions and Instructions to Tenderer(s).</p> <p>(iii) All details of firm must be provided in Annexure-D.</p>
(B)	<p><u>Partnership Firm:</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 following documents along with the offer:</p> <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/registered) in favour of the individual signing the tender documents, agreement and create liability against the Firm. (Standard Performa as per Annexure O-2).</p> <p>iv) An undertaking by all the partners of the Partnership Firm that they are not blacklisted or debarred by Railways or any other Ministry / Department of Govt. of India or any other Ministry / Department of Govt. of Haryana from participation in tender on the date of opening of bids, either in individual capacity or as a member of the partnership firm or JV in which HUF was / is a partner/member. Concealment /wrong information in regard to above shall make the contract liable for determination under Clause 62 of the General Conditions of Contract (April 2022)</p> <p>v) All other documents in terms of explanatory notes for Clause 2.3.2 (A) to 2.3.2 (D)of General Tender Conditions and Instructions to Tenderer(s).</p> <p>vi) All details of Firm must be provided in Annexure D.</p> <p><u>Guidelines for submitting tenders by Partnership Firms and their Eligibility Criteria shall be applicable as per IR GCC 2022 edition corrected up to date:</u></p> <p>12. Evaluation of eligibility of a partnership firm:</p> <p>Technical and financial eligibility of the firm shall be adjudged based on satisfactory fulfilment of the eligibility criteria laid down in Clause 2.3.2 (A) to 2.3.2 (D) above.</p>
(C)	<p><u>Joint Venture (JV): (Not Applicable) Annexure-O-3 to O-8 & K Not applicable</u></p>

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(D)	<u>Company registered under Companies Act-2013:</u>
	<p>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 closing of uploading of tender (D3):</p> <ul style="list-style-type: none">(i) Copy of the MOA (Memorandum of Association)/AOA (Articles of Association) of the Company;(ii) A copy of Certificate of Incorporation(iii) A copy of notarized/registered Power of Attorney (Standard Performa as per Annexure O-9) by the Company (backed by 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 or any other Ministry / Department of Govt. of Haryana from participation in tender on the date of opening of bids, either in individual capacity or as a member of the partnership firm or JV in which he was / is a partner/member. Concealment / wrong information in regard to above shall make the contract liable for determination under Clause 62 of the General Conditions of Contract (April 2022).(v) All other documents in terms of explanatory notes for Clause 2.3.2 (A) to 2.3.2 (D) of General Tender Conditions and Instructions to Tenderer(s).(vi) All details of firm must be provided in Annexure-D.
(E)	<u>Registered Society & Registered Trust:</u>
	<p>If the tender is submitted on behalf of a Society, the tenderer must upload these documents on or before closing of uploading of tender (D3),</p> <ul style="list-style-type: none">(i) A Notarised copy of the Certificate of Registration;(ii) A Notarised copy of Deed of Formation;(iii) A Notarised/registered copy of Power of Attorney in favour of the individual to sign the tender documents and create liability against the Society/Trust.(iv) An undertaking that Registered Society/ Registered Trust is not blacklisted or debarred by Railways or any other Ministry / Department of Govt. of India or any other Ministry / Department of Govt. of Haryana from participation in tender on the date of opening of bids, either in individual capacity or as a member of the partnership firm or JV in which he was / is a partner/member. Concealment / wrong information in regard to above shall make the contract liable for determination under Clause 62 of the General Conditions of Contract (April 2022).(v) All other documents in terms of explanatory notes for Clause 2.3.2 (A) to 2.3.2 (D) of General Tender Conditions and Instructions to Tenderer(s).(vi) All details of firm must be provided in Annexure-D.(vii)

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(F)	<u>LLP (Limited Liability Partnership):</u>
	<p>If the tender is submitted on behalf of LLP registered under LLP Act-2008, the Tenderer shall submit along with the tender-</p> <ul style="list-style-type: none">(i) Notarised copy of the LLP Agreement;(ii) A Copy of Certificate of Incorporation; and(iii) A copy of notarized/registered Power of Attorney/authorization issued by the LLP in favour of the individual to sign the tender on behalf of the LLP and create liability against the LLP (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 or any other Ministry / Department of Govt. of Haryana from participation in tender on the date of opening of bids, either in individual capacity or as a member of the partnership firm or JV in which he was / is a partner/member. Concealment / wrong information in regard to above shall make the contract liable for determination under Clause 62 of the General Conditions of Contract (April 2022).(v) All other documents in terms of explanatory notes for Clause 2.3.2 (A) to 2.3.2 (D) of General Tender Conditions and Instructions to Tenderer(s).(vi) All details of firm must be provided in Annexure-D.
(G)	In case of HUF
	<ul style="list-style-type: none">(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.(ii) An undertaking that the HUF is not blacklisted or debarred by Railways or any other Ministry / Department of Govt. of India or any other Ministry / Department of Govt. of Haryana from participation in tender on the date of opening of bids, either in individual capacity or as a member of the partnership firm or JV in which HUF was / is a partner/member. Concealment / wrong information in regard to above shall make the contract liable for determination under Clause 62 of the General Conditions of Contract (April 2022).(iii) All other documents in terms of explanatory notes for Clause 2.3.2 (A) to 2.3.2 (D) of General Tender Conditions and Instructions to Tenderer(s).(iv) All details of firm must be provided in Annexure-D.
2.4.1.1	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.

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	<p>Further, no suo moto cognizance of any document available in public domain (i.e., on internet etc.) or in HRIDC'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>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><u>Note:</u> If all the requisite documents pertaining to the constitution of the firm/JV/sole/partnership firm/company/LLP/Society 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	<p>(i) If it is NOT mentioned in the submitted tender that tender is being submitted on behalf of a Sole Proprietorship firm / Partnership firm / Joint Venture / Registered Company etc., then the tender shall be treated as having been submitted by the individual who has signed the tender.</p> <p>(ii) A tender from JV / Partnership firm etc. shall be considered only where permissible as per the tender conditions.</p> <p>(iii) The HRIDC will not be bound by any change in the composition of the firm made subsequent to the submission of tender. HRIDC may, however, recognize such power of attorney and changes after obtaining proper legal advice, the cost of which will be chargeable to the Contractor.</p>
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.
3.0	<u>Bid Security</u>
3.1	The tenderer must deposit Bid Security of Rs.2,07,300/- online failing which the tender shall be summarily rejected .
3.1.2	The tenderer(s) shall keep the offer open for a period of 60 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

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	foregoing stipulation or fail to undertake the contract after acceptance of his/their tender, the Tender-Securing Declaration shall be executed and the Tenderer will be declared ineligible for a period of Five (05) years for participation in any Tender invited by HRIDC.
4.0	<u>ACCEPTANCE OF TENDER</u>
4.1	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 5 (five) years .
4.2	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.
4.3	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 Contractor.
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 in case of foundation work (in which no variation limit shall apply). However, the rates for the increased quantities shall be as per clause 4.7.2 below.
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:

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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>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> <p>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;</p> <p>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;</p> <p>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.</p>
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 Standard Schedule of Rates (SSOR) items are concerned, the variation limit of 25% would apply to the value of SSOR schedule(s) as a whole and not on individual SSOR items. However, in case of Non Standard Schedule of Rates (SSOR) items, the limit of 25% would apply on the individual items irrespective of the manner of quoting the rate (single percentage rate or individual item rate).
4.7.7	<u>Rates for Extra Items of Works:</u> a) Standard Schedule of Rates (SSOR) Items:

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	<p>Any item of work carried out by the Contractor on the instructions of the Engineer which is not included in the accepted Bill(s) of Quantities but figures in the Standard Schedule of Rates (SSOR), shall be executed at the rates set forth in the "Standard Schedule of Rates (SSOR)" modified by the tender percentage as accepted in the contract for that chapter of Standard Schedule of Rates (SSOR). However, the cumulative value of all such extra item(s) together (modified by the respective tender percentage) shall not exceed 10 % of the original contract value. For item(s) not covered in this sub clause, the rate shall be decided as agreed upon between the Engineer and the Contractor before the execution of such items of work as per sub clause (b).</p> <p>b) Other Items: For any item of work to be carried out by the Contractor but not included in the accepted Bill(s) of Quantities and also not covered under sub clause (a) above, the Contractor shall be bound to notify the Engineer at least seven days before the necessity arises for the execution of such items of works that the accepted Bill(s) of Quantities does not include rate or rates for such extra work involved. The rates payable for such items shall be decided at the meeting to be held between the Engineer and Contractor, in as short a period as possible after the need for the special item has come to the notice. In case the Contractor fails to attend the meeting after being notified to do so or in the event of no settlement being arrived at, the 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 item(s) shall be arrived at based on the prevailing market rates of labour, machinery & materials and by taking guidance from the following documents in order of priority:</p> <p>i) Analysis of Rates for "Unified Standard Schedule of Rates of Indian Railways (USSOR)" ii) Analysis of Rates for "Delhi Schedule of Rates issued by CPWD (DSR)" iii) Market Analysis.</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 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>

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5.0	<u>Security Deposit and Performance Guarantee on Acceptance of Tender</u>
5.1	<u>Security Deposit:</u>
5.1.1	<p>The Security Deposit shall be 5% of the contract value. The Security Deposit shall be 5% of the contract value. The Bid Security submitted by the Contractor with his tender will be retained/encashed by the Railways as part of security for the due and faithful fulfilment of the contract by the Contractor. Provided further that, if Contractor submits the Cash or Term Deposit Receipt issued from a Scheduled commercial bank of India or irrevocable Bank Guarantee Bond from a Scheduled commercial bank of India, either towards the Full Security Depositor the Part Security Deposit equal to or more than Bid Security, the Railway shall return the Bid Security, to the Contractor.</p> <p>Balance of Security Deposit may be deposited by the Contractor in cash or Term Deposit Receipt issued from Scheduled commercial bank of India or irrevocable Bank Guarantee bond issued from Scheduled commercial bank of India, or may be recovered at the rate of 6% of the bill amount till the full Security Deposit is recovered. Provided also that in case of defaulting Contractor, the Railway 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. The Irrevocable Bank Guarantee submitted towards Security deposit shall be initially valid up to the stipulated date of Maintenance period plus 60 days and shall be extended from time to time, depending upon extension of contract granted in terms of Clause 17A and 17B of the IR Standard General Conditions of Contract. Note: Other terms & conditions shall be applicable as per clauses 16.(1) of IR GCC-2022 edition corrected up to date/ Special Condition of contracts.</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 (April 2022), andb) Execution of Final Supplementary Agreement or Certification by Engineer-in-charge that HRIDC has no claim on Contractor, andc) Maintenance Certificate issued (if applicable), on expiry of the maintenance period as per Clause 50 (1) of the Standard General Conditions of Contract (April 2022). 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 (April 2022), the Security Deposit already with HRIDC under the Contract shall be forfeited. However, in case the contract is</p>

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	<p>rescinded in part or parts under clause 62 (1) of GCC (April 2022), the Security Deposit shall not be forfeited.</p>
5.1.4	<p>No interest shall be payable upon the 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 (April 2022) will be payable with interest accrued thereon.</p>
5.2	<p><u>Performance Guarantee:</u></p> <p>(a) The successful Tenderer 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 as per Annexure-S. 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 railway shall be entitled to forfeit Bid Security and other dues payable to the contractor against that particular contract, subject to maximum of PG amount. In case a tenderer has not submitted Bid Security on the strength of their registration as a Startup recognized by Department of Industrial Policy and Promotion (DIPP) under Ministry of Commerce and Industry, DIPP shall be informed to this effect.</p> <p>The failed Contractor shall be debarred from participating in re-tender for that work.</p> <p>(b) The successful Tenderer shall submit the performance Guarantee (PG) in any of the following forms, amounting to 5% of the contract value:</p> <ol 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) Pay Orders and Demand Drafts tendered by any Scheduled Commercial Bank of India;v) Guarantee Bonds executed or Deposits Receipts tendered by any Scheduled Commercial Bank of India;vi) Deposit in the Post Office Saving Bank;vii) Deposit in the National Savings Certificates;viii) Twelve years National Defence Certificates;ix) Ten years Defence Deposits;

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- 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 FA&CAO (free from any encumbrance) may be accepted.

Note: The instruments as listed above will also be acceptable for Guarantees in case of mobilization advance. All the instruments mentioned in (i) to (xi) above should be in favour of **Chief Project Manager/ North, Haryana Rail Infrastructure Development Corporation, Gurugram, Haryana, 122001.**

- (c) The Performance Guarantee shall be submitted by the successful bidder after the Letter of Acceptance (LOA) has been issued, but before signing of the contract agreement. This P.G. shall be initially valid upto the stipulated date of completion plus 60 days beyond that. In case, the time for completion of work gets extended, the Contractor shall get the validity of P.G. extended to cover such extended time for completion of work plus 60 days.
- (d) The value of PG to be submitted by the Contractor is based on original contract value and shall not change due to subsequent variation(s) in the original contract value.
- (e) The Performance Guarantee (PG) shall be released after physical completion of the work based on 'Completion Certificate' issued by the competent authority stating that the Contractor has completed the work in all respects satisfactorily.
- (f) Whenever the contract is rescinded, the Performance Guarantee already submitted for the contract shall be encashed.
- (g) The Engineer shall not make a claim under the Performance Guarantee except for amounts to which the President of India is entitled under the contract (not withstanding and/or without prejudice to any other provisions in the contract agreement) in the event of:
 - (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 President of India any amount due, either as agreed by the Contractor or determined under any of the Clauses/Conditions of the Agreement, within 30 days of the service of notice to this effect by Engineer.
- (iv) The Contract being determined or rescinded under clause 62 of these conditions.

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6.0	<u>CONDITIONS OF CONTRACT</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, April 2022 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 Chief Project Manager/ North, Haryana Rail Infrastructure Development Corporation, Plot No.16, IRCON International Tower-2, Sector-32, Gurugram, Haryana, 122001 on payment as under:</p> <table border="1"><tr><td>(i)</td><td>DSR -2021 (volume-I & volume-II)</td><td></td></tr><tr><td>(ii)</td><td>Indian Railways Standard General Conditions of Contract, April 2022;</td><td>Rs.100/-</td></tr><tr><td>(iii)</td><td>Northern Railway Unified Standard Schedule of rates (Works & Materials)-2010</td><td>Rs.1000/-</td></tr><tr><td>(iv)</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 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)	DSR -2021 (volume-I & volume-II)		(ii)	Indian Railways Standard General Conditions of Contract, April 2022;	Rs.100/-	(iii)	Northern Railway Unified Standard Schedule of rates (Works & Materials)-2010	Rs.1000/-	(iv)	Indian Railways Unified Standard Specifications (Material and Works)-2010 volume-I & volume-II	Rs.1000/- (Each volume)
(i)	DSR -2021 (volume-I & volume-II)												
(ii)	Indian Railways Standard General Conditions of Contract, April 2022;	Rs.100/-											
(iii)	Northern Railway Unified Standard Schedule of rates (Works & Materials)-2010	Rs.1000/-											
(iv)	Indian Railways Unified Standard Specifications (Material and Works)-2010 volume-I & volume-II	Rs.1000/- (Each volume)											
7.0	<u>STUDY OF DRAWINGS AND LOCAL CONDITIONS</u>												
7.1	<p>The Drawings of the works can be seen in the office of the Chief Project Manager/ North, Haryana Rail Infrastructure Development Corporation, Plot No.16, IRCON International Tower-2, Gurugram, Haryana, 122001. 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>												
7.2	<p><u>Barricading 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>												

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	<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	<p><u>PERIOD OF COMPLETION</u></p>
8.1	<p>The entire work is required to be completed in all respects within 06 (Six) 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-in-charge 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, April 2022 amended from time to time & up to date.</p>
9.0	<p><u>RATES FOR PAYMENT</u></p>
9.1	<p>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.</p>
9.2	<p>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 (Not applicable in this tender), if any, provided separately in the tender documents.</p>
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. 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>
9.4	<p>The item numbers, description, units and rates given in schedule of rates are as per Delhi Schedule of Rates-2021 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.</p>
9.5	<p>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,</p>

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	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-in-charge. The rates derived from the Delhi Schedule of Rates-2021 will be subject to percentage above or below tendered by the Contractor
9.6	Payment for the work done will be made to the Contractor only when the formal agreement has been executed between the parties.
9.7	<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 .
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-in-charge 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.
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 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.

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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.
12.0	<u>SUPPLY OF MATERIALS</u>
12.1	If at any time, material which the Contractor/s should normally have to arrange himself/ themselves, are supplied by the HRIDC either at the Contractor's request or in order to prevent any avoidable delay in the execution of work due to the Contractor's inability to make adequate timely arrangements for supply thereof or for any other reason, recovery will be made from the Contractor's bill either at the market rate prevailing at the time of supply or at the book rate whichever is greater, plus fixed departmental charges viz. Freight at 5% (8.33% for items of Iron and G.I. pipe steel) incidental charges at 2% and added on total cost supervision charges at 12.50%. No carriage or incidental charges will be borne by the HRIDC. The Contractor cannot, however, claim as a matter of right the issue of such material by HRIDC which he/they is required to arrange himself/themselves in accordance with the terms and conditions of this contract.
12.3	<u>SUPPLY OF CEMENT AND STEEL</u>
	12.3.1 No materials i.e. Cement, Mild Steel/H.Y.S.D./Bars/RSJ/MS Plate, etc. to be supplied by the HRIDC. All materials will have to be arranged entirely by the Contractor at his own cost including transportation. Only accepted rates will be paid as per Schedules of quantities of this tender.
13.0	<u>SUPPLY OF MATERIALS BY THE CONTRACTOR/S</u>
	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-in-charge before utilizing them on works. 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. 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.
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 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

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	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.
15.0	<u>EMERGENCY WORK</u>
	<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-in-charge 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> <p>15.2 In terms of Clause 32 of Indian Railways Standard General Conditions of Contract, April 2022 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.</p>
16.0	<u>NIGHT WORK</u>
	If the Engineer-in-charge is satisfied that the work is not likely to be completed in time except by resorting to night work, he may order for the night work as per requirement, without confirming any right on the Contractor for claiming any extra payment for the same.
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-in-charge 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>
	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

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	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.
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	<u>OPENING UP OF WORK OR MATERIALS FOR INSPECTION OR TEST:</u> Should the Engineer-in-charge, 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.
21.0	GENERAL
	<u>21.1 PROVISION OF LIGHT SIGNALS ETC.</u> 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.
	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 life saving, fire-fighting and first aid appliances which shall at all times be available for use.
	<u>21.3 LABOUR CAMPS</u> The Contractor shall at his own expense make adequate arrangements for the housing, supply of drinking water and provision of latrines and urinals for his staff and workmen, directly or through the petty Contractors or sub-contractors

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	<p>and for temporary creche (Bal-Mandir) where 50 or more women are employed at a time. Suitable sites on Railway land, if available, may be allotted to the Contractor for the erection of labour camps, either free of charge or on such terms and conditions that may be prescribed by the Railway. All camp sites shall be maintained in clean and sanitary conditions by the Contractor at his own cost.</p> <p>21.4 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>
22.0	<u>Extension of Time in Contracts</u>
	<p>22.1 The extension of completion time period shall be applicable as per clause 17 of IR GCC- 2022 edition corrected up to date.</p>
23.0	<u>TAXES</u>
	<p>Contract 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> <ul style="list-style-type: none">i. Tenderer to please note that all rates given in BOQ are inclusive of GST and all other taxes.ii. Works contracts shall be treated as supply of services as per Schedule –II GST Act.iii. GST Act and Rules issued from time to time by the Government/ concerned authorities shall be applicable.iv. 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>23.2 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 deposition of the tax or for claiming a refund, if due, as is done in case of income tax.</p>

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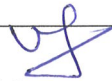
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	<p>23.3 Implementation of “The Building and Other Construction Workers (RECS) Act, 1996 and The Building and Other Construction Workers Welfare Cess Act, 1996 in HRIDC Contracts:</p> <p>“The tenderer for carrying out any construction work in Haryana (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>
24.0	<u>Applicable for tender documents downloaded from internet</u>
24.1	Master copy of the tender document, which shall be also available for Tenderers to download online, will be available in the office of Chief Project Manager, 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.
25.0	<u>Defect Liability Period: 06 (Six) Months</u> from the date of completion of work as certified by Engineer-in-charge of the work.
26.0	<u>Price Variation Clause: NOT APPLICABLE (Being advertised value is below Rs. 2.0 crore)</u>
27.0	<u>Mobilization Advance: NOT APPLICABLE (Being Contract Value is below Rs. 50 Crores)</u>
28.0	<u>System of Measurement of work by Contractors in works Contract</u>
	<p>28.01 Measurement of work by Contractors shall be allowed only in works tender having value Rs.20 crore or more.</p> <p>28.02 In the present tender measurements shall be recorded by HRIDC nominated officials.</p> <p>Test Check:</p> <p>28.3 Necessary test checks shall be carried out by the AM/Executive/HRIDC and DGM/Sr. Manager, HRIDC for the works done before full payment of on-account contract certificate/final contract certificate. The Contractor shall provide support staff and all required tools and plants to facilitate test check by HRIDC officials.</p> <p>28.4 The stipulated test checks for DGM/Sr. Manager, HRIDC and AM/Executive/HRIDC Level is tabulated as under:</p>

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S.No.	Description of works	Test Check in term of % of value by	
		AM/Executive /HRIDC	DGM/ Sr. Manager, HRIDC
(a)	Measurement of Ballast, pitching stone, Earthwork and hidden items	100%	100%
(b)	Measurement of all other items	100%	20%
(c)	Initial and Final levels along centre line for earthwork in embankment and cutting	100%	100%
(d)	Intermittent levels along centre line for earthwork in embankment and cutting	100%	20%
(e)	Initial, intermittent and final levels except centre line for earthwork in embankment and cutting	100%	20%

Note: The check regarding levels of earthwork invariably shall be carried out in cross sections having heavy cross slopes. Higher officials of HRIDC can test check the work at their discretion.

28.05 The officers for test checks and certification of payments shall be decided by HRIDC administration as per extant policy, if required. However, CPM/North, HRIDC shall be competent authority for certification/payment of bills to contractor/s.


29.0 SETTLEMENT OF DISPUTES

(i) Conciliation of Disputes:
This clause is applicable in the tender having advertised value less than or equal to Rs 50 Crore.

(ii) Matters Finally Determined by the HRIDC: All disputes and differences of any kind whatsoever arising out of or in connection with the contract, whether during the progress of the work or after its completion and whether before or after the determination of the contract, shall be referred by the Contractor to the MD/HRIDC and the MD/HRIDC shall, within 120 days after receipt of the Contractor's representation, make and notify decisions on all matters referred to by the Contractor in writing provided that matters for which provision has been made in Clauses 7(j), 8, 18, 22(5),39.1, 39.2, 40A, 43(2), 45(i)(a), 55, 55-A(5), 57, 57A, 61(1), 61(2),62(1), 63(iv) and 63.2.11 of the IR Standard General Conditions of Contract or in any Clause (stated as

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	<p>excepted matter) of the Special Conditions of the Contract, shall be deemed as ‘excepted matters’ (matters not arbitrable) and decisions of the HRIDC authority, thereon shall be final and binding on the Contractor; provided further that ‘excepted matters’ shall stand specifically excluded from the purview of the Dispute Adjudication Board (DAB) and Arbitration.</p> <p>(iii) Dispute Adjudication Board (DAB): This clause is applicable in the tender having advertised value more than Rs 50 Crore.</p>
29.1	<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>
29.2	<p>Conciliation/Arbitration</p>
29.2.1	<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>
29.2.2	<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 60 days from the date of notification of the failure of Conciliation.</p>
29.2.3	<p>The demand for Conciliation or Arbitration shall specify the matters which are in question, or subject of the dispute or difference as also the amount of claim item wise. Only such dispute(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.</p>
(a)	<p>The Arbitration proceeding shall be assumed to have commenced from the day, a written and valid demand for arbitration is received by HRIDC.</p>
(b)	<p>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</p>
(c)	<p>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.</p>

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(d)	<p>Place of Arbitration: The conciliation/ arbitration proceedings shall be held at a place decided by Conciliator/ Arbitrator.</p>
29.2.4	<p>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.</p> <p>The contractor shall not be entitled to make any claim whatsoever against HRIDC or by virtue of or arising out of this contract, nor shall the HRIDC entertain or consider any such claim, if made by contractor, after he shall have a “No Claim” in favour of the HRIDC in such form as shall be required by the HRIDC after the works are finally measured. The contractor/s shall be debarred from disputing the correctness of the items covered by “No Claim” Certificate or demanding a clearance to arbitration in respect thereof.</p> <p>The total value of claims submitted by the contractor/s shall be restricted to 20% of original contract value. The total claims more than 20% of original contract value shall be treated as expected matter and shall not be referred to arbitration.</p>
29.2.5	<p>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.</p>
29.3	<p>No suspension of work</p> <p>The obligations of HRIDC, the Engineer-in-charge 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.</p>
29.4 (a)	<p>Sole Conciliator/Sole Arbitrator:</p> <p>In cases where the total value of all claims/ counterclaims in question added together does not exceed INR 1.00 Crore (Rupees One Crore), the Arbitral Tribunal shall consist of a sole arbitrator who shall be an officer of HRIDC not below CPM level, nominated by the Managing Director/HRIDC.</p> <p>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.</p> <p>Arbitration Tribunal:</p> <p>In cases not covered by the clause 29.4 (a), the Arbitral Tribunal shall consist of a panel of three Officers of HRIDC not below GM level nominated by the Managing Director/ HRIDC.</p>

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	<p>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.</p> <p>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.</p>
	<p>If one or more of the arbitrators appointed as above refuses to act as arbitrator, withdraws from his office as arbitrator or vacates his/their office/offices or is/are unable or unwilling to perform his functions as arbitrator for any reason whatsoever or dies or in the opinion of the 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> <p>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>While appointing arbitrator(s) under sub clause 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</p>

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	in the course of his/their duties expressed views on all or any of the matters under dispute.
29.4 (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>
29.5	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.
29.6	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.
29.7	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.
29.8	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 29.1 and 29.2.
29.9	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 there under and for the time being in force.
29.10	The language of proceedings, documents or communications shall be in English and the award shall be made in English in writing.
29.11	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.
29.12	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.

Signature of Contractor/s

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Chief Project Manager (North),
HRIDC, Gurugram

HARYANA RAIL INFRASTRUCTURE DEVELOPMENT CORPORATION LIMITED

T. No. HRIDC/HORC/GGN/Kharkhoda/2024/01

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.

Signature of Contractor/s

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Chief Project Manager (North),
HRIDC, Gurugram

HARYANA RAIL INFRASTRUCTURE DEVELOPMENT CORPORATION LIMITED

T. No. HRIDC/HORC/GGN/Kharkhoda/2024/01

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)
official

Signature of Banks Authorised

(Name) -----

Designation with Code No.-----

Full Address-----

Witness:

1.
2.

Signature of Contractor/s

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Chief Project Manager (North),
HRIDC, Gurugram

HARYANA RAIL INFRASTRUCTURE DEVELOPMENT CORPORATION LIMITED

T. No. HRIDC/HORC/GGN/Kharkhoda/2024/01

ANNEXURE – B

SUPPLEMENTARY AGREEMENT

Articles of agreement made this day _____ in the year Two thousand and twenty-four between the Managing Director, Haryana Rail Infrastructure Development Corporation Limited 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: _____

Signature of Contractor/s


Chief Project Manager (North),
HRIDC, Gurugram

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

Signatures of the Tenderer/s

Signature of Contractor/s

Chief Project Manager (North),
HRIDC, Gurugram

HARYANA RAIL INFRASTRUCTURE DEVELOPMENT CORPORATION LIMITED

T. No. HRIDC/HORC/GGN/Kharkhoda/2024/01

ANNEXURE – D

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 “General 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:
Seal**

Signature of Tenderer/s with

Signature of Contractor/s

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Chief Project Manager (North),
HRIDC, Gurugram

HARYANA RAIL INFRASTRUCTURE DEVELOPMENT CORPORATION LIMITED

T. No. HRIDC/HORC/GGN/Kharkhoda/2024/01

ANNEXURE – E

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:
Seal**

Signature of Tenderer/s with

Signature of Contractor/s

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Chief Project Manager (North),
HRIDC, Gurugram

HARYANA RAIL INFRASTRUCTURE DEVELOPMENT CORPORATION LIMITED

T. No. HRIDC/HORC/GGN/Kharkhoda/2024/01

ANNEXURE – F

**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:
Seal**

Signature of Tenderer/s with

Signature of Contractor/s


Chief Project Manager (North),
HRIDC, Gurugram

HARYANA RAIL INFRASTRUCTURE DEVELOPMENT CORPORATION LIMITED

T. No. HRIDC/HORC/GGN/Kharkhoda/2024/01

ANNEXURE – G

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

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

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

**Date:
Seal**

Signature of Tenderer/s with

Signature of Contractor/s

Chief Project Manager (North),
HRIDC, Gurugram

HARYANA RAIL INFRASTRUCTURE DEVELOPMENT CORPORATION LIMITED

T. No. HRIDC/HORC/GGN/Kharkhoda/2024/01

ANNEXURE – H

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


S. No	Name and place of work	Authority /agency for which work was carried out	Date of award & agreement No.	Date of completion	Agreement Cost	Principal/ Technical features work in brief	S.No. at which relevant certificate /documents are attached	Payment taken till date
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)

**Date:
Seal**

Signature of Tenderer/s with

Signature of Contractor/s

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Chief Project Manager (North),
HRIDC, Gurugram

HARYANA RAIL INFRASTRUCTURE DEVELOPMENT CORPORATION LIMITED

T. No. HRIDC/HORC/GGN/Kharkhoda/2024/01

ANNEXURE – I

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

Signature of Contractor/s


Chief Project Manager (North),
HRIDC, Gurugram

**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

Signature of Contractor/s


Chief Project Manager (North),
HRIDC, Gurugram

HARYANA RAIL INFRASTRUCTURE DEVELOPMENT CORPORATION LIMITED

T. No. HRIDC/HORC/GGN/Kharkhoda/2024/01

Annexure -K (MOU- DELETED)

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.: -----

Signature of Contractor/s


Chief Project Manager (North),
HRIDC, Gurugram

**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 certify that I/we the tenderer(s) is/are not blacklisted or debarred by Railways or any other Ministry / Department of Govt. of India from participation in tender on the date of submission of bids, either in individual capacity or as a HUF/ member of the partnership firm/LLP/JV/Society/Trust.

HARYANA RAIL INFRASTRUCTURE DEVELOPMENT CORPORATION LIMITED

T. No. HRIDC/HORC/GGN/Kharkhoda/2024/01

8. I/we understand that if the contents of the certificate submitted by us are found to be forged/false or incorrect at any time during process for evaluation of tenders, it shall lead to forfeiture of the Bid Security and may also leads to any other action provided in the contract including banning of business for a period of upto Two year. Further, I/we (insert name of the tenderer) **_ and all my/our constituents understand that my/our offer shall be summarily rejected.
9. I/we also understand that if the certificates submitted by us are found to be false/forged or incorrect at any time after the award of the contract, it will lead to termination of the contract, along with forfeiture of Bid Security/SD and Performance guarantee and may also lead to any other action provided in the contract including banning of business for a period of up to 02 (Two) years.
10. I/We have read the clause regarding restriction on procurement from a bidder of a country which shares a land border with India and certify that I am/We are not from such a country or,

if from such a country, have been registered with the competent Authority. I/We hereby certify that I/we fulfil all the requirements in this regard and am/are eligible to be considered (evidence of valid registration by the competent authority is enclosed)

**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) The contents in Italics (marked with **) are only for guidance purpose. Details as appropriate are to be filled in suitably by Tenderer*
- ii) This affidavit is to be given by each member of JV or partners of the partnership firm/LLP/etc..*

Signature of Contractor/s

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Chief Project Manager (North),
HRIDC, Gurugram

HARYANA RAIL INFRASTRUCTURE DEVELOPMENT CORPORATION LIMITED

T. No. HRIDC/HORC/GGN/Kharkhoda/2024/01

ANNEXURE – N

Break up of Maximum value of Contractual payment received in any one year during the last 3 (three) years and current financial year

S.No.	Financial Year	Cumulative contractual payment received	Breakup of individual values included in Cumulative payment (col.3)	Supporting documents (16A, 26As, Employer certificate)	Placed at S.No.
(1)	(2)	(3)	(4a)	(4b)	(4c)
			1.		
			2.		
			3.		
			4.		
			Cumulative value		

Date: _____
seal

Signature of Tenderer/s with

Signature of Contractor/s


Chief Project Manager (North),
HRIDC, Gurugram

HARYANA RAIL INFRASTRUCTURE DEVELOPMENT CORPORATION LIMITED

T. No. HRIDC/HORC/GGN/Kharkhoda/2024/01

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

Signature of Contractor/s

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Chief Project Manager (North),
HRIDC, Gurugram

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.

Signature of Contractor/s

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Chief Project Manager (North),
HRIDC, Gurugram

HARYANA RAIL INFRASTRUCTURE DEVELOPMENT CORPORATION LIMITED

T. No. HRIDC/HORC/GGN/Kharkhoda/2024/01

- 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**.

Signature of Contractor/s


 Chief Project Manager (North),
 HRIDC, Gurugram

(DELETED)
POWER-OF-ATTORNEY ON BEHALF OF THE JOINT VENTURE

(DELETED)
CONSENT OF PARTNERS OF PARTNERSHIP FIRM FOR SIGNING JOINT VENTURE

(DELETED)
POWER-OF-ATTORNEY FOR SIGNING JOINT VENTURE AGREEMENT ON BEHALF OF PARTNERSHIP FIRM

(DELETED)
AFFIDAVIT BY SOLE PROPRIETORSHIP FIRM WHEN PARTICIPATING IN JOINT VENTURE

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

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

HARYANA RAIL INFRASTRUCTURE DEVELOPMENT CORPORATION LIMITED

T. No. HRIDC/HORC/GGN/Kharkhoda/2024/01

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.

Signature of Contractor/s

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Chief Project Manager (North),
HRIDC, Gurugram

HARYANA RAIL INFRASTRUCTURE DEVELOPMENT CORPORATION LIMITED

T. No. HRIDC/HORC/GGN/Kharkhoda/2024/01

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.

Signature of Contractor/s


Chief Project Manager (North),
HRIDC, Gurugram

HARYANA RAIL INFRASTRUCTURE DEVELOPMENT CORPORATION LIMITED

T. No. HRIDC/HORC/GGN/Kharkhoda/2024/01

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:

Signature of Contractor/s

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Chief Project Manager (North),
HRIDC, Gurugram

HARYANA RAIL INFRASTRUCTURE DEVELOPMENT CORPORATION LIMITED

T. No. HRIDC/HORC/GGN/Kharkhoda/2024/01

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).

HARYANA RAIL INFRASTRUCTURE DEVELOPMENT CORPORATION LIMITED

T. No. HRIDC/HORC/GGN/Kharkhoda/2024/01

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.

Signature of Contractor/s


Chief Project Manager (North),
HRIDC, Gurugram

HARYANA RAIL INFRASTRUCTURE DEVELOPMENT CORPORATION LIMITED

T. No. HRIDC/HORC/GGN/Kharkhoda/2024/01

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.

HARYANA RAIL INFRASTRUCTURE DEVELOPMENT CORPORATION LIMITED

T. No. HRIDC/HORC/GGN/Kharkhoda/2024/01

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 LLP IN _____ 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:

Signature of Contractor/s

Chief Project Manager (North),
HRIDC, Gurugram

HARYANA RAIL INFRASTRUCTURE DEVELOPMENT CORPORATION LIMITED

T. No. HRIDC/HORC/GGN/Kharkhoda/2024/01

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).

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

(DELETED)

(Reference -Para 10.2 & 17.15.2 of Tender Form (Second Sheet) of Annexure I of ITT)

INSTRUCTIONS REGARDING ELECTRONIC TENDERING SYSTEM

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

1. Registration of Tenderers on e-tendering Portal:

- 1.1. Tenderers are required to enroll on the above-mentioned e-Procurement portal by clicking on the link “Online Tenderer Enrollment” on the Portal which is free of charge.
- 1.2. As part of the enrolment process, the Tenderers will be required to choose a unique username and assign a password for their accounts.
- 1.3. Tenderers are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the e-procurement Portal.

2. Obtaining a Digital Certificate:

- 2.1. The Tenders submitted online should be encrypted and signed electronically with a Digital Certificate to establish the identity of the Tenderer Tender online. These Digital Certificates are issued by an Approved Certifying Authority, by the Controller of Certifying Authorities, Government of India.
- 2.2. A Digital Certificate is issued upon receipt of mandatory identity (i.e. Applicant’s PAN Card) and Address proofs and verification form duly attested by the Bank Manager/ Postmaster/ Gazetted Officer. Only upon the receipt of the required documents, a digital certificate can be issued. For more details please visit the website– <https://etenders.hry.nic.in>.
- 2.3. The Tenderers 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 Tenderer 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.

HARYANA RAIL INFRASTRUCTURE DEVELOPMENT CORPORATION LIMITED

T. No. HRIDC/HORC/GGN/Kharkhoda/2024/01

For any queries related to e-tendering process (registration, online e-bid submission/withdrawal, uploading of documents), Tenderer may contact the below representative of NIC:

Ms. Manju Aggarwal

Technical Director,

Scientist-E, NIC. Panchkula.

E - mail: a.manju@nic.in

Help Desk: 0172 – 584257, 94170-69017.

- 2.5. Tender 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, Tenderers are required to pay the tender documents fee online using the electronic payment gateway service through their Debit Cards & Internet Banking accounts. For online payments guidelines, please refer to the Home page under tab “Guidelines for hassle free Bid Submission” of the e-procurement Portal of Government of Haryana, <https://etenders.hry.nic.in>.

4. Pre-requisites for online Tendering:

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.

Signature of Contractor/s

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Chief Project Manager (North),
HRIDC, Gurugram

HARYANA RAIL INFRASTRUCTURE DEVELOPMENT CORPORATION LIMITED

T. No. HRIDC/HORC/GGN/Kharkhoda/2024/01

5. Online Viewing of Detailed Notice Inviting Tenders:

The Tenderers 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 Tenderers 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 Tenderers. 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 & Tender Preparation & Submission (Technical & Commercial/ Financial Bid):

8.1. Online Payment of Tender Document Fee + e-Service fee: The online payment for Tender document fee and e-Service Fee shall be made using the secure electronic payment gateway by Tenderers online directly through Debit Cards & Internet Banking accounts. 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/Tenders:

- i. Detailed Tender documents may be downloaded from e-tendering website (<https://etenders.hry.nic.in>) **from 01.05.2024 at 05:00 PM to 30.05.2024 upto 03:00 PM** and tender mandatorily be submitted online following the instructions appearing on the screen.
- ii. **Scan copy of Documents to be submitted/uploaded for Technical& Commercial bid under online Technical Envelope:** The required documents as indicated in this tender document shall be prepared and scanned in different file formats (in PDF /JPEG/MS WORD format such that file size is not exceed more than 10 MB) and uploaded during the on-line submission of PQQ or Technical Envelope.

A. Only Electronic Form (Refer Tender document).

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

NOTE:-

- (A) *Tenderers 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 & PQQ/Technical Envelope shall be opened. Henceforth financial bid quoted against each of the item by the shortlisted Tenderer/ Agency wherever required shall be opened online in the

Signature of Contractor/s

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Chief Project Manager (North),
HRIDC, Gurugram

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presence of such Tenderers/ agency who either themselves or through their representatives choose to be present.

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

Other Information:

1. The Tenderers shall fill in the item rate in the online BOQ templates of the tender.
2. Duly accepted copy of notarized or registered power of Attorney along with its two certified copies in the name of tenderer or authorized representative to act on behalf of the agency.
3. Tenderer 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 Tender-Securing Declaration 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.

Signature of Contractor/s

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Chief Project Manager (North),
HRIDC, Gurugram

DECLARATION/UNDERTAKING

I/We, _____ (name and Designation) on behalf of _____ (Name of the tendering firm) do hereby declare/undertake that I/We have not employed any retired Engineer or retired gazette officer, nor made any Partner/Director etc. in our firm who retires from Government of India/ Government of Haryana Service in last one year as on the date of opening of tender in terms of Clause 2.2.12 of "General Tender Conditions and Instructions 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.

“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;

“Director” shall mean Director of HRIDC.

“Competent Authority” means GM/CPM, HRIDC

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

“Engineer” shall mean HRIDC’s DGM/ Sr. Manager of HRIDC/authorized representative of General Consultant 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 civil supervisor in direct charge of work at site who is responsible for ensuring quality in execution, 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 CPM/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.

“Chief Project 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,

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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 HRIDC.

“Managing Director” shall mean the Managing Director of HRIDC.

“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 HRIDC and shall include their representatives, successors and permitted assigns.

“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.

Signature of Contractor/s

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Chief Project Manager (North),
HRIDC, Gurugram

HARYANA RAIL INFRASTRUCTURE DEVELOPMENT CORPORATION LIMITED

T. No. HRIDC/HORC/GGN/Kharkhoda/2024/01

ANNEXURE-S

CONTRACT AGREEMENT

CONTRACT AGREEMENT NO. _____ DATED _____

ARTICLES OF AGREEMENT made this _____ day of _____ 20____ between the Managing Director, Haryana Rail Infrastructure Development Corporation Limited having his office at SCO 17-18-19, 3rd Floor, Sector-17A, Chandigarh-160017, hereafter called the "HRIDC" of the one part and _____ herein after called the "Contractor" of other part.

WHEREAS the Contractor has agreed with the HRIDC for performance of the works _____ set forth in the Schedule hereto annexed upon the Standard General Conditions of Contract (2022 edition), corrected upto latest correction slips and the Specifications of Northern Railway/Organization corrected upto the latest correction slips and the Schedule of Rates of DSR-2021/ Railway/Organization, corrected upto latest correction slips and the Special Conditions and Special Specifications, if any and in conformity with the drawings here-into annexed AND WHEREAS the performance of the said works is an act in which the public are interested.

NOW THIS INDENTURE WITNESSETH that in consideration to the payments to be made by the HRIDC, the Contractors will duly perform the said works in the said schedule set forth and shall execute the same with great promptness, care and accuracy in a workman like manner to the satisfaction of the HRIDC and will complete the same in accordance with the said specifications and said drawings and said conditions of contract on or before the _____ day of _____ 20____ and will maintain the said works for a period of _____ Calendar months from the certified date of their completion and will observe, fulfil and keep all the conditions therein mentioned (which shall be deemed and taken to be part of this contract, as if the same have been fully set forth herein), AND the HRIDC, both hereby agree that if the Contractor shall duly perform the said works in the manner aforesaid and observe and keep the said terms and conditions, the HRIDC will pay or cause to be paid to the Contractor for the said works on the final completion thereof the amount due in respect thereof at the rates specified in the Schedule hereto annexed.

Signature of the Contractor/s
Address _____
Date _____

For and on behalf of MD/ HRIDC
Date _____

Signature of **Witnesses** (to Signature of Contractor) with address:
Witnesses:

Signature of Contractor/s


Chief Project Manager (North),
HRIDC, Gurugram

Drawings

Drawing may be obtained from the HRIDC.

Signature of Contractor/s

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Chief Project Manager (North),
HRIDC, Gurugram

Form of Tender-Securing Declaration

Date: _____

Alternative No.: _____

To:

Haryana Rail Infrastructure Development Corporation Limited (HRIDC),
Plot no.143, 5th floor,
Railtel Tower, Sector-44
Gurugram – 122003

We, the undersigned, declare that:

We understand that, according to your conditions, Tenders must be supported by a Tender-Securing Declaration.

We accept that we will automatically be suspended from being eligible for Tendering, or submitting Proposals in any contract with the Employer for the period of time of _____ starting on _____, if we are in breach of our obligation(s) under the Tender conditions, because we:

- (a) have withdrawn our Tender during the period of Tender validity specified in the Letter of Tender; or
- (b) having been notified of the acceptance of our Tender by the Employer during the period of Tender validity, (i) fail or refuse to execute the Contract, if required, or (ii) fail or refuse to furnish the Performance Security in accordance with the Instructions to Tenderers (“ITT”) of the Employer’s Tender Document.

We understand this Tender-Securing Declaration shall expire if we are not the successful Tenderer, upon the earlier of (i) our receipt of your notification to us of the name of the successful Tenderer; or (ii) twenty-eight days after the expiration of our Tender.

Name of the Tenderer*

Name of the person duly authorized to sign the Tender on behalf of the Tenderer**


Title of the person signing the Tender

Signature of the person named above

Date signed _____ day of _____, _____

Signature of Contractor/s

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Chief Project Manager (North),
HRIDC, Gurugram

HARYANA RAIL INFRASTRUCTURE DEVELOPMENT CORPORATION LIMITED

T. No. HRIDC/HORC/GGN/Kharkhoda/2024/01

*: In the case of the Tender submitted by joint venture specify the name of the Joint Venture as Tenderer

** : Person signing the Tender shall have the power of attorney given by the Tenderer attached to the Tender

[Note: In case of a Joint Venture, the Tender-Securing Declaration must be in the name of all members to the Joint Venture that submits the Tender.]

Signature of Contractor/s


Chief Project Manager (North),
HRIDC, Gurugram

SPECIAL CONDITIONS OF CONTRACT

1.0	SCOPE OF WORK:
1.1	Proposed Location and Scope of Work in brief: The site of work is located in proposed Kharkhoda Railway yard in Sonipat District of Haryana in connection with Palwal- Sonipat BG double rail electrified line (HORC) project. The Objective of the work is to provide site office for HRIDC officials for execution of Haryana Orbital Rail Corridor (HORC) project. The proposed work involves Bldg. work, boundary wall, furnitures, electrical equipments etc. for setting up the new site office at proposed Kharkhoda yard.
1.2	Design and drawings are being finalized/will be finalized and quantities of items are calculated on the basis of tentative drawings, however quantity of some items relating to foundation work may vary as per actual strata met with during execution of work. Therefore, tenderers are requested to quote their most reasonable rates keeping in view possibility of variation in quantity of these items of work. The variation in quantity shall be paid as per approved rates but any claim whatsoever due to variation in quantities will not be entertained on this account.
1.3	The Contractor/s shall make his/their own arrangements for electric power supply as may be required for the work.
1.4	“Delhi Schedule of Rates -2021 Vol. I & II” and Indian Railway Unified Standard schedule of Rates -2010 Vol.-I & II with latest correction slips shall govern the specifications of all items of DSR-2021/ IR USSOR-2010 appearing in the Tender Schedule. In case, specifications of any item are not covered in above document, the relevant IRS/BIS Code shall be applicable.
2.0	The decision of the Chief Project Manager /HRIDC shall be final and binding regarding the interpretation of various provisions of the Codes and Specifications as well as the provisions/Clauses of the contract and no claim whatsoever shall be entertained on this account.
2.1	All the work should be executed as per latest updated IS codes, railway specifications, railway code, railway manual, railway circulars as per amendment time to time available in the office of CPM /HRIDC of concerned work.
2.2	CPM/HRIDC, shall have full power to make any alteration in the drawings and to give such further instructions and directions as may appear to him necessary or proper for the guidance of Contractor(s) and for the efficient execution, completion and maintenance of the work. The Contractor(s) should plan the execution of various works in close co-ordination with the Engineer or his authorized representative.

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3.0	General: All structural steel shall be procured as per specifications mentioned in BIS's document- IS 2062. The steel shall conform to the specifications in the relevant drawing regarding grade designation and quality. Independent tests shall be conducted, wherever required, to ensure that the materials procured confirm to the specifications. These steel shall be procured only from those firms, which are established, reliable, indigenous & primary producers of steel, having integrated steel plants (ISP), using iron ore as the basic raw material and having in-house iron rolling facilities, followed by production of liquid steel and crude steel, as per ministry of steels guidelines.
3.1	The structural steels for HRIDC projects/ contracts is to be procured from approved primary producers having integrated steel plants namely SAIL, TISCO, RINL, IISCO, JINDAL, ESSAR Ispat Industries Limited, BHUSAN Steels and M/s Shyam Steel Industries Limited / other RDSO approved firm and shall confirm to stipulated BIS/IRS specifications applicable.
3.2	However, only on certain isolated section of structural steel, not being rolled by ISPs, can be procured from the authorized re-rollers of ISPs or authorized licensee of BIS, having traceability system and who use billets produced by ISPs. Traceability can be ensured by an officer not below the rank of junior scale specially authorized by the concerned authority of HRIDC on case to case basis for the purpose.
3.3	Before use, Contractor(s) will be required to get the test certificate from the manufacturer pertaining to the various quality tests on steel as specified in the relevant BIS Code.
3.4	In addition, HRIDC will also take samples during the course of work at requisite frequency and get the steel tested to ascertain its conformity to the laid down Specifications at Contractor's cost. Frequency of testing shall be as prescribed by the relevant Code.
4.0	All reinforcement steel shall be procured as per specification mentioned in BIS document – IS: 1786. Independent test shall be conducted, wherever required to ensure that the material procured confirm to the specifications. This steel shall be procured from only those firms, which are established, reliable, indigenous and primary producers of steel, having integrated steel plants (ISP), using iron ore as the basic raw material and having in-house iron rolling facilities, followed by production of liquid steel and crude steel, as per ministry of steels guidelines.
4.1	The reinforcement steel for HRIDC projects/ contracts is to be procured from approved primary producers having integrated steel plants namely SAIL, TISCO, RINL, IISCO, JINDAL, ESSAR ispat industries limited, BHUSAN Steels & M/s Shyam Steel Industries Limited/their authorized dealers/ authorized stock yard which should confirm to latest relevant BIS specifications.

Signature of Contractor/s

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Chief Project Manager (North),
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4.2	Reinforcement steel bars shall normally be the TMT steel bars or cold twisted deformed bars of grade Fe 500/Fe 500-D (as per design and drawings)
4.3	Before use, Contractor(s) will be required to get the test certificate from the manufacturer pertaining to the various quality tests on steel reinforcement as specified in the relevant BIS Code (IS:1786).
4.4	In addition, HRIDC will also take sample during the course of work at requisite frequency and get the steel tested to ascertain its conformity to the BIS Specification at Contractor's cost. Frequency of testing shall be as prescribed by the relevant BIS Code.
5.0	MCC/RCC for Bldg. work etc. will be done by automatic RMC plant with satisfaction of Engineer-In-charge.
5.1	Lean concrete/PCC will be laid by automatic RMC / Weigh Batching plant at site.
5.2	Shuttering plate minimum 3mm thick will be used for construction.
5.3	Ready Mixed concrete (RMC) produced at Contractor's plant or taken from outside, shall be approved by Engineer-in-charge for the concreting. The Contractor shall preferably set up his own RMC plant at site or shall make suitable arrangement, close to the site to ensure high quality RMC supply. The RMC Plant shall be inspected and approved by CPM/HRIDC. The accepted rate for RCC/PSC/CC items shall deem to be for RMC. Nothing extra shall be payable for use of RMC.
5.4	While lean concrete/PCC will be laid by Weigh Batching/RMC. Other concrete i.e. RCC/MCC will be done with RMC. However, if RMC is not feasible in certain locations, then Weigh Batching Plant Concreting can be allowed with the approval of CPM/North/HRIDC in such isolated locations/portions.
6.0	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.
6.1	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.

Signature of Contractor/s

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HARYANA RAIL INFRASTRUCTURE DEVELOPMENT CORPORATION LIMITED

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ADDITIONAL SPECIAL CONDITION FOR NS ITEMS:

1.0	Schedule-“B”
	NS/1- All design and drawings of office structure are to be prepared as per IS Code/ Railway Specifications.
2.0	Schedule –“C”
2.1	NS/1- Supply and Installation of 2HP submersible pump of Company Havells, Crompton & Jindal including cabling, wiring, switches all accessories, starters, sockets etc complete job of ISI marked.
2.2	NS/2- (i) Concealed conduit wiring, Switches, Sockets of 16A & 32A, MCB, ACBs, Insulators, Concealed lights, Fans, Tube Lights, Holder & Bulbs, exhaust fans etc. including complete job of ISI marked with company Achor, Havells & SSK. (ii) All fixtures and fittings should be as per ISI specifications. (iii) Electricity meter of 3-phased 15kw applied in electricity department and fixing at office by contractor on the name of HRIDC. (iv) Suppling & installation 8 nos. of split A.C. of 1.5 ton capacity.
2.3	NS/3- Supply and installation of DG set of 30KVA of company Kirloskar, Mahindra, Eicher, Honda & Ashok Leyland.
2.4	NS/4- Furniture for officers’ cambers and meeting room, rest room, workstations, Cupboards & Almirah etc complete office furniture.
2.5	NS/5- Housekeeping for 3 years provision (i) Office boy for 3 years (ii) Night watchmen for 3 years (iii) Tea & snacks of 5 persons for 3 years

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HARYANA RAIL INFRASTRUCTURE DEVELOPMENT CORPORATION LIMITED

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FINANCIAL BID (BOQ)

Name of work: T. No. HRIDC/HORC/GGN/Kharkhoda/2024/01- Construction and Erection of Site office at proposed Kharkhoda station yard in connection with Palwal – Sonipat BG double Rail line electrified (HORC) project.

SCHEDULE OF APPROXIMATE QUANTITIES AND RATES
(BILL OF QUANTITIES)

Sr. No	DSR Item No.	Description of Item	Qty	Unit	Rate	Amount
SCHEDULE- "A" (DSR -2021 items)						
1.	2.28.1	Surface dressing of the ground including removing vegetation and inequalities not exceeding 15 cm deep and disposal of rubbish, lead up to 50 m and lift up to 1.5 m. (All kinds of soil).	1512.00	Sqm	28.15	42562.80
2.	2.6.1	Earth work in excavation by mechanical means (Hydraulic excavator)/ manual means over areas (exceeding 30 cm in depth, 1.5 m in width as well as 10 sqm on plan) including getting out and disposal of excavated earth lead upto 50 m and lift upto 1.5 m, as directed by Engineer-incharge. (All kinds of soil).	200.00	Cum	205.45	41090.00
3.	2.25(a)	Excavating, supplying and filling of local earth (including royalty) by mechanical transport upto a lead of 5km also including ramming and watering of the earth in layers not exceeding 20 cm in trenches, plinth, sides of foundation etc. complete.	440.00	Cum	368.65	162206.00
4.	4.1.3	Providing and laying in position cement concrete of specified grade excluding the cost of	60.00	Cum	7365.15	441909.00

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		centering and shuttering - All work up to plinth level :1:2:4 (1 cement : 2 coarse sand (zone-III) derived from natural sources : 4 graded stone aggregate 20 mm nominal size derived from natural sources)				
5.	4.1.6	Providing and laying in position cement concrete of specified grade excluding the cost of centering and shuttering - All work up to plinth level :1:3:6 (1 Cement : 3 coarse sand (zone-III) derived from natural sources : 6 graded stone aggregate 40 mm nominal size derived from natural sources).	50.00	Cum	6670.25	333512.50
6.	5.1.2	Providing and laying in position specified grade of reinforced cement concrete, excluding the cost of centering, shuttering, finishing and reinforcement - All work up to plinth level :1:1.5:3 (1 cement: 1.5 coarse sand (zone-III) derived from natural sources: 3 graded stone aggregate 20 mm nominal size derived from natural sources).	55.00	Cum	8364.20	460031.00

Signature of Contractor/s

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7.	5.2.2	Reinforced cement concrete work in walls (any thickness), including attached pilasters, buttresses, plinth and string courses, fillets, columns, pillars, piers, abutments, posts and struts etc. above plinth level up to floor five level, excluding cost of centering, shuttering, finishing and reinforcement :1:1.5:3 (1 cement: 1.5 coarse sand(zone-III) derived from natural sources: 3 graded stone aggregate 20 mm nominal size derived from natural sources).	25.00	Cum	10185.05	254626.25
8.	5.9.1	Centering and shuttering including strutting, propping etc. and removal of form for Foundations, footings, bases of columns, etc. for mass concrete.	116.00	Sqm	307.95	35722.20
9.	5.9.5	Centering and shuttering including strutting, propping etc. and removal of form for Lintels, beams, plinth beams, girders, bressumers and cantilevers.	160.00	Sqm	608.35	97336.00
10.	5.9.6	Centering and shuttering including strutting, propping etc. and removal of form for Columns, Pillars, Piers, Abutments, Posts and Struts.	160.00	Sqm	804.25	128680.00
11.	5.22.1	Steel reinforcement for R.C.C. work including straightening, cutting, bending, placing in position and binding all complete upto plinth level. Mild steel and Medium Tensile steel bars.	10200.00	Kg.	88.95	907290.00

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12.	6.1.2	Brick work with common burnt clay F.P.S. (non modular) bricks of class designation 7.5 in foundation and plinth in:Cement mortar 1:6 (1 cement : 6 coarse sand).	190.00	Cum	6658.25	1265067.50
13.	6.4.2	Brick work with common burnt clay F.P.S. (non modular) bricks of class designation 7.5 in superstructure above plinth level up to floor V level in all shapes and sizes in : Cement mortar 1:6 (1 cement : 6 coarse sand).	120.00	Cum	8288.35	994602.00
14.	9.21.2	Providing and fixing ISI marked flush door shutters conforming to IS : 2202 (Part I) non-decorative type, core of block board construction with frame of 1st class hard wood and well matched commercial 3 ply veneering with vertical grains or cross bands and face veneers on both faces of shutters: 30 mm thick including ISI marked Stainless Steel butt hinges with necessary screws .	40.00	Sqm	1881.95	75278.00
15.	10.19	Providing and fixing mild steel round holding down bolts with nuts and washer plates complete.	200.00	Kg.	88.50	17700.00
16.	10.2	Structural steel work riveted, bolted or welded in built up sections, trusses and framed work, including cutting, hoisting, fixing in position and applying a priming coat of approved steel primer all complete.	9360.00	Kg.	78.20	731952.00

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17.	10.14.1.1	Providing and fixing pressed steel door frames conforming to IS: 4351, manufactured from commercial mild steel sheet of 1.60 mm thickness, including hinges, jamb, lock jamb, bead and if required angle threshold of mild steel angle of section 50x25 mm, or base ties of 1.60 mm, pressed mild steel welded or rigidly fixed together by mechanical means, including M.S. pressed butt hinges 2.5 mm thick with mortar guards, lock strike-plate and shock absorbers as specified and applying a coat of approved steel primer after pre-treatment of the surface as directed by Engineer-in-charge: Profile B Fixing with adjustable lugs with split end tail to each jamb	80.00	Mtr.	444.50	35560.00
18.	11.41.2	Providing and laying vitrified floor tiles in different sizes (thickness to be specified by the manufacturer) with water absorption less than 0.08% and conforming to IS: 15622, of approved make, in all colours and shades, laid on 20mm thick cement mortar 1:4 (1 cement : 4 coarse sand), jointing with grey cement slurry @ 3.3 kg/sqm including grouting the joints with white cement and matching pigments etc., complete. Size of Tile 600x600 mm	400.00	Sqm	1416.65	566660.00
19.	12.5.1	Providing valleys of 90 cm wide overall in plain G.S. sheet fixed with polymer coated J, or L hooks, bolts and nuts 8 mm dia G.I.	26.00	Mtr.	1370.40	35630.40

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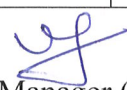
HARYANA RAIL INFRASTRUCTURE DEVELOPMENT CORPORATION LIMITED

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		limpet and bitumen washers complete: 1.60 mm thick with zinc coating not less than 350 gm/m ²				
20.	12.50	Providing and fixing precoated galvanised iron profile sheets (size, shape and pitch of corrugation as approved by Engineer-in-charge) 0.50 mm (+ 0.05 %) total coated thickness with zinc coating 120 grams per sqm as per IS: 277, in 240 mpa steel grade, 5-7 microns epoxy primer on both side of the sheet and polyester top coat 15-18 microns. Sheet should have protective guard film of 25 microns minimum to avoid scratches during transportation and should be supplied in single length upto 12 metre or as desired by Engineerin-charge. The sheet shall be fixed using self drilling /self tapping screws of size (5.5x 55 mm) with EPDM seal, complete upto any pitch in horizontal/ vertical or curved surfaces, excluding the cost of purlins, rafters and trusses and including cutting to size and shape wherever required.	560.00	Sqm	671.55	376068.00
21	12.51.1	Providing and fixing precoated galvanised steel sheet roofing accessories 0.50 mm (+0.05 %) total coated thickness, Zinc coating 120 grams per sqm as per IS: 277, in 240 mpa steel grade, 5-7 microns epoxy primer on both side of the sheet and polyester top coat 15-18 microns using self drilling/ self tapping screws complete: Ridges plain (500 - 600mm).	40.00	Mtr.	450.60	18024.00

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22.	13.1.2	12 mm cement plaster of mix :1:6 (1 cement: 6 fine sand).	1550.00	Sqm	282.00	437100.00
23.	13.44.1	Finishing walls with water proofing cement paint of required shade :New work (Two or more coats applied @ 3.84 kg/10 sqm)	800.00	Sqm	97.60	78080.00
24.	13.46.1	Finishing walls with Acrylic Smooth exterior paint of required shade: New work (Two or more coat applied @ 1.67 ltr/10 sqm over and including priming coat of exterior primer applied @ 2.20 kg /10 sqm)	300.00	Sqm	166.85	50055.00
25.	13.48.1	Finishing with Deluxe Multi surface paint system for interiors and exteriors using Primer as per manufacturers specifications :Two or more coats applied on walls @ 1.25 ltr/10 sqm over and including one coat of Special primer applied @ 0.75 ltr /10 sqm	300.00	Sqm	158.95	47685.00
26.	17.2.1	Providing and fixing white vitreous china pedestal type water closet (European type W.C. pan) with seat and lid, 10 litre low level white P.V.C. flushing cistern, including flush pipe, with manually controlled device (handle lever), conforming to IS : 7231, with all fittings and fixtures complete, including cutting and making good the walls and floors wherever required :W.C. pan with ISI marked white solid plastic seat and lid	6.00	Each	5540.55	33243.30

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27.	17.5.1	Providing and fixing white vitreous china flat back half stall urinal of size 580x380x350 mm with white PVC automatic flushing cistern, with fittings, standard size C.P. brass flush pipe, spreaders with unions and clamps (all in C.P. brass) with waste fitting as per IS : 2556, C.I. trap with outlet grating and other couplings in C.P. brass, including painting of fittings and cutting and making good the walls and floors wherever required :Single half stall urinal with 5 litre P.V.C. automatic flushing cistern	3.00	Each	10128.30	30384.90
28.	17.7.1	Providing and fixing wash basin with C.I. brackets, 15 mm C.P. brass pillar taps, 32 mm C.P. brass waste of standard pattern, including painting of fittings and brackets, cutting and making good the walls wherever require: White Vitreous China Wash basin size 630x450 mm with a pair of 15 mm C.P. brass pillar taps	7.00	Each	3392.85	23749.95
29.	17.10.1.1	Providing and fixing Stainless Steel A ISI 304 (18/8) kitchen sink as per IS:13983 with C.I. brackets and stainless steel plug 40 mm, including painting of fittings and brackets, cutting and making good the walls wherever required: Kitchen sink with drain board 510x1040 mm bowl depth 250 mm	1.00	Each	6008.45	6008.45

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30.	17.31	Providing and fixing 600x450 mm beveled edge mirror of superior glass (of approved quality) complete with 6 mm thick hard board ground fixed to wooden cleats with C.P. brass screws and washers complete.	7.00	Each	1411.15	9878.05
31.	17.34.1	Providing and fixing toilet paper holder: C.P. brass	6.00	Each	680.80	4084.80
32.	21.1.1.1	Providing and fixing aluminium work for doors, windows, ventilators and partitions with extruded built up standard tubular sections/appropriate Z sections and other sections of approved make conforming to IS: 733 and IS: 1285, fixing with dash fasteners of required dia and size, including necessary filling up the gaps at junctions, i.e. at top, bottom and sides with required EPDM rubber/neoprene gasket etc. Aluminium sections shall be smooth, rust free, straight, mitred and jointed mechanically wherever required including cleat angle, Aluminium snap beading for glazing / paneling, C.P. brass / stainless steel screws, all complete as per architectural drawings and the directions of Engineer-in-charge. (Glazing, paneling and dash fasteners to be paid for separately): For fixed portion Anodised aluminium (anodised transparent or dyed to required shade according to IS: 1868, Minimum anodic coating of grade AC 15)	100.00	Kg.	433.95	43395.00

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Chief Project Manager (North),
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32 A	21.1.2.1	Providing and fixing aluminium work for doors, windows, ventilators and partitions with extruded built up standard tubular sections/ appropriate Z sections and other sections of approved make conforming to IS: 733 and IS: 1285, fixing with dash fasteners of required dia and size, including necessary filling up the gaps at junctions, i.e. at top, bottom and sides with required EPDM rubber/ neoprene gasket etc. Aluminium sections shall be smooth, rust free, straight, mitred and jointed mechanically wherever required including cleat angle, Aluminium snap beading for glazing / paneling, C.P. brass / stainless steel screws, all complete as per architectural drawings and the directions of Engineer-in-charge. (Glazing, paneling and dash fasteners to be paid for separately): For shutters of doors, windows & ventilators including providing and fixing hinges/ pivots and making provision for fixing of fittings wherever required including the cost of EPDM rubber / neoprene gasket required (Fittings shall be paid for separately) Anodised aluminium (anodised transparent or dyed to required shade according to IS: 1868, Minimum anodic coating of grade AC 15).	65.00	Kg.	531.80	34567.00
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Chief Project Manager (North),
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33.	21.17	Providing and fixing anodised aluminium grill (anodised transparent or dyed to required shade according to IS: 1868 with minimum anodic coating of grade AC 15) of approved design/pattern, with approved standard section and fixed to the existing window frame with C.P. brass/ stainless steel screws @ 200 mm centre to centre, including cutting the grill to proper opening size for fixing and operation of handles and fixing approved anodised aluminium standard section around the opening, all complete as per requirement and direction of Engineer-in-charge. (Only weight of grill to be measured for payment).	25.00	Kg.	560.85	14021.25
34.	26.72	Providing and laying 60mm thick factory made cement concrete paver block of approved shape and colour of M -30 grade made of C&D waste by block making machine with vibratory compaction laid in required pattern and including over 50mm thick compacted bed of coarse sand, filling the joints with fine sand etc. all complete as per the direction of Engineer-in-charge.	300.00	Sqm.	757.00	227100.00
35.	26.26.1	Providing & fixing false ceiling at all heights with GRG (Glass Fibre Reinforced Gypsum) false ceiling tiles of Size 595x595 mm of approved texture, design and patterns having moisture content less than 2%, humidity resistance of 99%, NRC0.50 to 0.75 as per	325.00	Sqm	1690.45	549396.25

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		IS 8225:1987, Non combustible as per BS 476 (part 4)-1970 and light reflectance of 85% (minimum) to be laid in true horizontal level suspended on interlocking metal T-Grid of hot dipped galvanised iron section of 0.33mm thick (galvanized @ 120 grams per sqm including both sides) comprising of main-T runners of size 15x32 mm of length 3000 mm, cross - T of size 15x32 mm of length 1200 mm and secondary intermediate cross-T of size 15x32 mm of length 600mm to form grid module of size 600 x 600 mm, suspended from ceiling using galvanised mild steel items (galvanizing @ 80 grams per sqm) i.e. 50 mm long, 8 mm outer diameter M-6 dash fasteners, 6 mm dia fully threaded hanger rod upto 1000 mm length and L-shape level adjuster of size 85x25x2 mm. Galvanised iron perimeter wall angle of size 24x24x0.40 mm of length 3000 mm to be fixed on periphery wall / partition with the help of plastic rawl plugs at 450 mm center to center and 40 mm long dry wall wood screws. The work shall be carried out as per specifications, drawing and as per directions of the Engineer-in-Charge: With semi perforated 12 mm thick micro tegular edged GRG false ceiling tiles.				
36.	6.34.1	Brick work with non modular fly ash bricks conforming to IS:12894, class designation 10 average compressive strength in	75.00	Cum	7873.20	590490.00

Signature of Contractor/s

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Chief Project Manager (North),
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		super structure above plinth level up to floor V level in :Cement mortar 1:4 (1 cement : 4 coarse sand)				
37.	26.43.2	Providing and fixing internal wall panels on Light gauge steel frame work with 12.5mm thick gypsum plaster board conforming IS 2095:2011 fixed on cement board as per standard sizes fixed with self-drilling / tapping screws / fasteners @ 60cm c/c of approved make, Screws shall be of counter sunk rib head of 1.60mm to 4 mm thick or 8 to 10 gauge of length varying from 25 to 45 mm. Proper tapping and jointing to be done using fiber mesh tape and epoxy and acrylic based jointing compound for seamless finish.(cost of frame work to be paid for separately Cement Bonded particle board 8 mm (Termite, Fire & Moisture Resistance), as per IS:14276 : 1995	230.00	Sqm	1920.20	441646.00
38.	13.48.3	Finishing with Deluxe Multi surface paint system for interiors and exteriors using Primer as per manufacturers specifications, Painting Steel work with Deluxe Multi Surface Paint to give an even shade. Two or more coat applied @ 0.90 ltr/10 sqm over an under coat of primer applied @ 0.80 ltr/10 sqm of approved brand and manufacture	318.00	Sqm	140.05	44535.90
39.	23.10.1	Supplying, assembling, lowering and fixing in vertical position in bore well, ERW (Electric Resistance Welded) FE 410 mild steel screwed and socketed/plain ended casing	50.00	Mtr.	1172.30	58615.00

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		pipes of required dia, conforming to IS: 4270, of reputed & approved make, including painted with outside surface with two coats of anticorrosive paint of approved brand and manufacture, including required hire & labour charges, fittings & accessories, all complete, for all depths, as per direction of Engineer-in-charge: 100 mm nominal size dia having minimum wall thickness 5.00 mm				
40.	18.48	Providing and placing on terrace (at all floor levels) polyethylene waterstorage tank, IS: 12701 marked, with cover and suitable locking arrangement and making necessary holes for inlet, outlet and overflowpipes but without fittings and the base support for tank	5000.00	Per litre	9.70	48500.00
41.		Any Other items of CPWD DSR -2021 (Lumpsum)	500000.00	As per item	As per item	500000.00
		Total Rs.				10294043.50
		Add 38% below (as per NWR L. No. NWR-HQ/ENGG(WKS) /73 /2021 dated 19.01.2023 on CPWD DSR -2021) Rs.				(-) 3911736.53
		Basic Total Rs.				6382306.97
		Add escalation @16.20% Above Rs.				1033933.73
		Schedule- "A" Total Rs.				7416240.70

Signature of Contractor/s

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 Chief Project Manager (North),
 HRIDC, Gurugram

HARYANA RAIL INFRASTRUCTURE DEVELOPMENT CORPORATION LIMITED

T. No. HRIDC/HORC/GGN/Kharkhoda/2024/01

Sr. No	Item No.	Description of Item	Qty	Unit	Rate	Amount
	SCHEDULE- "B" NS Items					
1	1/NS/1	Detailed design and drawing of site office building, foundation, columns, beams, trusses etc. complete.	1.00	Complete job	200000.00	200000.00
			Total Schedule- "B" Rs.			200000.00

Signature of Contractor/s

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Chief Project Manager (North),
HRIDC, Gurugram

HARYANA RAIL INFRASTRUCTURE DEVELOPMENT CORPORATION LIMITED

T. No. HRIDC/HORC/GGN/Kharkhoda/2024/01

Sr. No	Item No.	Description of Item	Qty	Unit	Rate	Amount
SCHEDULE- "C" Elect., Furniture, Housekeeping Items						
1.	1/NS/1	6" dia Bore well along with all Accessories i.e. Submersible pump Two HP including cables, wires, inlet/ outlet GI Pipe, starter, MCB etc. complete. Note: The casing pipe in bore well and GI pipe for office connection shall be paid extra under relevant items.	1.00	Complete job	150000.00	150000.00
2.	2/NS/2	General electrical work including 15 Ton Split A.C. = 8 Nos., conduit wiring, wires, Switches, plug, Bulb with holders, Tube light, office lights, exhaust fan, Main & supply distribution board with MCB's, etc complete. This items also includes the electric power supply connection 15 KWA, along with Meter, cable, wire, connection charges etc. complete. The contractor has to obtain the electric supply connection in the Name of HRIDC.	1.00	Complete job	@10% of Sch "A"	741624.07
3.	3/NS/3	Providing & Supply of DG Set 30KVA including cable, wires, MCB, starter, switches etc. complete duly connected to supply in switch board for emergency backup of power supply to office.	1.00	Complete job	250000.00	250000.00

Signature of Contractor/s

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Chief Project Manager (North),
HRIDC, Gurugram

HARYANA RAIL INFRASTRUCTURE DEVELOPMENT CORPORATION LIMITED

T. No. HRIDC/HORC/GGN/Kharkhoda/2024/01

		Only base platform concrete (PCC) shall be paid separately under relevant items.				
4.	4/NS/4	Furniture for complete office & office equipments such as Officer's Tables & Chairs, Work stations, Sofa set 6 seaters with table, Meeting rooms & Rest house furnitures, Visitor chairs Pantry equipments, Fridge, Microwave, Coffee - Tea machine etc. complete.	1.00	Complete job	1500000.00	1500000.00
5.	5/NS/5	Housekeeping for 3 years provision (1 person for office Pantry & 1 person for Night guard).	36	months	33000.00	1188000.00
			Total Schedule- "C" Rs.			3829624.07
			G. Total (Sch. A to C) Rs.			11445864.77

Note:


1. Only Schedule wise (A,percentage above/below/at par the on total Schedule value for each bill shall be quoted by the tenderer and any tenderer quoting rates other than Schedule wise percentage shall be summarily rejected.
2. The quantity shown in above schedule are estimated and for guidance only. Quantity shall be varied during execution of work and HRIDC reserve the rights to increase / decrease the quantities.
3. Any deviation from the above note (1) quoted by the tenderer (s) shall be summarily rejected.
4. In case of discrepancy between rate quoted in figures and words, the rate quoted in words shall be taken into account.
5. The rate should be quoted including the payment of GST.
6. 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.....

Signature of Contractor/s

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Chief Project Manager (North),
HRIDC, Gurugram