

# HARYANA RAIL INFRASTRUCTURE DEVELOPMENT CORPORATION LIMITED



## TENDER DOCUMENT

(Online e-tender - **Single Stage Two packet**)

Tender No: HRIDC/HORC/186/2021/03

**Name of work:** Field verification for land boundary and supplying, fixing of boundary pillars along HORC alignment and it's connectivities to existing IR/DFC networks, picking up of finalized land boundary and centre line coordinates using DGPS (RTK Method) by establishing control points in connection with Haryana Orbital Rail Corridor (HORC) from Palwal to Sonipat.

**Completion Period: 18 Months**

**Date of Opening: 18.02.2021 at 15: 30 hrs.**

**HARYANA RAIL INFRASTRUCTURE DEVELOPMENT CORPORATION LIMITED**

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

Website: [www.hridc.co.in](http://www.hridc.co.in) <https://etenders.hry.nic.in>

TABLE OF CONTENTS

Sr No.	Items	Page No.	
		From	To
1.	TOP SHEET	3	3
2.	SECTION- I: NOTICE INVITING TENDER	4	10
3	SECTION II: TENDER FORM	11	12
4	SECTION III: INSTRUCTIONS TO TENDERER/S	13	26
5	SECTION IV: ELIGIBILITY CRITERIA FOR EVALUATION	27	40
6	SECTION V: APPENDIX TO TENDER	41	41
7	SECTION VI: GENERAL CONDITIONS OF CONTRACT	42	92
8	SECTION VII: SPECIAL CONDITIONS OF CONTRACT	93	105
9	SECTION VIII: TERMS OF REFERENCES (TOR)	106	116
10	SECTION IX: CERTIFICATION OF FAMILIARIZATION	117	117
11	PROJECT DRAWINGS	118	119
12	SECTION X: SCHEDULE OF APPROX. QUANTITIES AND RATES	120	122

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

**Tender Document**

**(TOP SHEET)**

**(A) Brief Details of Tender:**

Description	Particulars of tender
Mode of Tender	Online E-tender (Single Stage Two Packet System)
Tender Notice No.	HRIDC/HORC/186/2021/474(M) Dt.18.01.2021
Full name of work	Field verification for land boundary and supplying, fixing of boundary pillars along HORC alignment and it's connectivities to existing IR/DFC networks, picking up of finalized land boundary and centre line coordinates using DGPS (RTK Method) by establishing control points in connection with Haryana Orbital Rail Corridor (HORC) from Palwal to Sonipat.
Approx. cost	<b>Rs. 179.41 Lakhs</b>
Earnest money amount	Rs. 2,39,705/-
Tender document cost (Non refundable)	Rs. 15,000/-
E- service fees (Non refundable)	Rs. 1,000/- + GST
Completion period	<b>18 (Eighteen) months</b>
Date & Time of Bid preparation	19.01.2021 at 17:00 hrs. to 18.02.2021 up to 15:00 hrs.
Availability of tender document on e - procurement portal of Haryana Govt. i.e. <a href="https://etenders.hry.nic.in">https://etenders.hry.nic.in</a>	27.01.2021 at 17:00hrs. to 18.02.2021 up to 15:00 hrs.
Date & Time of Bid submission (Technical & Financial Bid)	11.02.2021 at 17:00 hrs. to 18.02.2021 up to 15:00 hrs.
Date & Time of Opening of Tender (Technical Bid)	18.02.2021 at 15:30 hrs.

**Note: Only one single percentage rate above/below/at par on the total estimated value for the tender shall be quoted by the tenderer and any tenderer quoting rates other than single percentage shall be summarily rejected.**

**SECTION- I: Notice Inviting Tender****1.0 NOTICE FOR INVITATION OF TENDER (NIT)**

Tender No. HRIDC/HORC/186/2021/03

Date:18.01.2021

**1.1** Haryana Rail Infrastructure Development Corporation Limited (HRIDC), a joint venture Company of Ministry of Railways and Government of Haryana, having its office at SCO 17-18-19, 3rd Floor, Sector-17A, Chandigarh, India, invites **Online Open e-Tender (Single Stage Two packet)** for the following works on prescribed electronic forms. Submission of manual tender is not permitted: -

**1.1.1 Name of Work:** Field verification for land boundary and supplying, fixing of boundary pillars along HORC alignment and it's connectivities to existing IR/DFC networks, picking up of finalized land boundary and centre line coordinates using DGPS (RTK Method) by establishing control points in connection with Haryana Orbital Rail Corridor (HORC) from Palwal to Sonipat.

**1.2 Details of NIT:**

a)	Estimated Cost of Work	Rs. 179.41 lakhs
b)	Earnest Money Deposit (EMD) and E- Service fees.	1. Amount of EMD: Rs. 2,39,705/- 2. Amount of e- service fees Rs. 1000/- + GST (Non refundable) Note: The online payment of EMD, e-Service fees and Tender document cost are essential. No other mode of payments are acceptable for details please refer to <b><u>Clause 1.8.4 of Section-I NIT.</u></b>
c)	Cost of Tender Document	Rs. 15,000/- (Non-refundable).
d)	Completion period	18 (Eighteen) Months.
e)	Date & Time of bid preparation	19.01.2021 at 17:00 hrs. to 18.02.2021 up to 15:00 hrs.
f)	Availability of tender Document	27.01.2021 at 17:00 hrs. to 18.02.2021 up to 15:00 hrs.
g)	Date and time of submission of Online e-Tender on the e - procurement portal of Haryana Govt.	11.02.2021 at 17:00 hrs. up to 18.02.2021 up to 15:00 hrs.
h)	Date & Time of opening of e-Tender (Technical Bid)	18.02.2021 at 15:30 hrs.
i)	E-tender portal for Uploading of tender Documents, Corrigendum/ Addendum, Award of Work etc.	<a href="https://etenders.hry.nic.in">https://etenders.hry.nic.in</a>

**1.3** Tenderer/s are advised to note the eligibility and minimum qualifying criteria specified in the "Instruction to tenderer/s" stipulated in the Tender document.

- 1.4 Availability of Tender documents:** The tender documents and Addendum/Corrigendum (if any) will be available free of cost for downloading on e-procurement portal of Haryana Govt. as mentioned in clause 1.2 of NIT (Details of NIT). However, it will be the responsibility of the tenderer/s to download complete tender documents and to check and see issuance of addendum / corrigendum (if any). The addendum / corrigendum, if any, shall be made available only on the e-procurement portal of Haryana Govt.
- 1.5** E-tenders must be accompanied with EMD, cost of tender document & e- service fees of requisite amount online mode as stipulated in clause 1.2 of NIT and specified in the Tender document. Any tenders received without EMD, cost of tender document & e- service fees shall be summarily rejected.
- 1.6** For MSEs / Startup business, e-tenders must be accompanied with the details as stipulated in the check list for list of documents (Annexure-II). Such tenderer/s shall also upload the scanned copies of these details in their online tender before the last date and time mentioned therein.
- 1.7 Last Date of Receipt and opening of Tenders:** Tender submissions shall be done online on e- procurement portal of Haryana Govt. as mentioned in clause 1.2 of NIT. Tenderer/s to take note of uploading the mandatory scanned documents towards EMD and other documents as stated in the tender document. Submission of tender shall be closed automatically after the last date and time on e-procurement portal of Haryana Govt. after which no tender document can be uploaded.
- 1.8 General Instructions on e-tendering.**
- 1.8.1** Tender shall be valid for a period of **90 days** from date of opening of tender including Addenda/ Corrigendum issued if any and shall be accompanied with a EMD of the requisite amount.
- 1.8.2** HRIDC reserves the right to accept or reject any or all tenders any time without assigning any reasons. No tenderer/s shall have any cause of action or claim against the HRIDC for rejection of tender/s.
- 1.8.3** Tenderer/s are advised to keep in touch with e-procurement portal of Haryana Govt. for any updates.
- 1.8.4** The payment for EMD, Tender Document Fees and e-Service Fee shall be made by eligible tenderer/s online directly through net banking or payment Gateway, Please refer to 'Online Payment Guideline' available at the Single e-Procurement portal of GoH (Govt. of Haryana) and also mentioned under the Tender Document.

**The Earnest Money of the requisite amount is required to be deposited ONLINE only. Due to Technical limitations of E-tender portal of Tender No: HRIDC/HORC/Utility-147/2020 HRIDC SIGNATURE OF TENDERER 47 Haryana Govt, acceptance of EMD through BG/ST has been marked as yes**

**but it should be noted that this is not applicable in this case. Hence only ONLINE SUBMISSION OF EMD is allowed.**

Note:

- a. Tenders uploaded/submitted with Earnest Money in any form other than those specified above shall not be considered.
- b. Any request for recovery from outstanding bills for Earnest Money against present tender will not, under any circumstances, be entertained.
- c. No interest will be payable on the Earnest Money and Security Deposit or the amount payable to the Contractor under the contract.

**1.8.5** Intending tenderer/s will be mandatorily required to online sign-up (create user account) on the website <https://etenders.hry.nic.in> to be eligible to participate in the e-Tender. He/ She will be required to make online payment of above-mentioned EMD, tender document cost and e-service fees. The intended tender, who fails to pay EMD & other fees under the stipulated time frame, shall not be allowed to submit his / her tenders for the respective event/ Tenders. The tenderer/s should refer to Annexure to NIT for instructions regarding Electronic e-Tendering System.

**1.8.6** The interested tenderer/s must remit the funds to the beneficiary account number specified under the online generated challan. The intended tenderer/s Agency thereafter will be able to successfully verify their payment online and submit their tender on or before the expiry date & time of the respective events/Tenders at <https://etenders.hry.nic.in>

**1.8.7** The interested tenderer/s shall have to pay mandatorily e-Service fee, tender document cost (under document fee – Non-refundable) as given in clause 1.2 of NIT online by using the service of secure electronic gateway.

**1.8.8** The interested tenderer/s are requested to go through ‘Annexure: Instructions Regarding Electronic e-Tendering System’.

**Annexure to NIT**

**INSTRUCTIONS REGARDING ELECTRONIC TENDERING SYSTEM**

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

**1. Registration of Tenderer/s on e-Procurement Portal: -**

All the tenderer/s intending to participate in the tender process online are required to get registered on the centralized e-Procurement Portal of Govt. of Haryana i.e. <https://etenders.hry.nic.in> Please visit the website for more details.

**2. Obtaining a Digital Signature & Encryption Certificate:**

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

**Ms Manju Aggarwal .**

**Tehchnical Director,**

**Scientist-E, NIC.**

**Panchkula.**

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

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

- 2.5.** The offer 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 tender/ offer 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 tender 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 tender, 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 the tender 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, tenderer/s are required to pay the tender documents fees online using the electronic payments gateway service shall be integrated with the system very soon till then it will be submitted manually. For online payments guidelines, please refer to the Home page of the e-Procurement Portal <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-Procurement Portal.

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

The tenderer/s 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-procurement portal <https://etenders.hry.nic.in>

### **7. Key Dates:**

The tenderer/s 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 tenderer/s. All online activities are time tracked and the system enforces time locks that ensure that no activity or transaction can take place outside the start and end dates and the time of the stage as defined in the online Notice Inviting Tenders.

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

- 8.1. Online Payment of EMD, Tender Document Fee + e-Service fee: The online payment for Tender document fee, eService Fee & EMD shall be submitted through net banking or using



the secure electronic payment gateway. No EMD and other fees shall be submitted in physical to the authority.

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

## **8.2. Preparation & Submission of online e-Tender:**

**The proposed online e- tender is invited as a Single Stage Two packet, hence technical bid shall be opened on the date and time prescribed in the NIT. Financial offer shall be opened later on.**

- i. Detailed Tender documents may be downloaded from e-procurement portal (<https://etenders.hry.nic.in>) as mentioned in Notice for Invitation of Tender and mandatory tender document will be uploaded online following the instruction appearing on the screen.
- ii. **Scanned copy of Documents to be uploaded for Qualification of Technical & Fiancial criteria of tender:** The require documents (refer to NIT) 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 prior to date & time fixed for opening of on-line e-tender.
- iii. In case of two packet system: The Technical & Commercial bid shall be opened on the date & time fixed for opening of tender. Financial bid shall be opened later on date decided by HRIDC and information shall be given to technically suitable tenderer/s on e- procurement portal of Govt. of Haryana. The opening of financial bid can be viewed by the tenderer/s by logging on e- procurement portal.
- iv. **No any documents related to online e-tender shall be submitted manually.**

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

*(A) Tenderer/s 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-procurement website at <https://etenders.hry.nic.in>, and click on the available link 'How to...?' to download the file.*

The tenderer/s can submit online their offer as per the dates mentioned in the schedule/ Key Dates of NIT.

**Instruction to Contractor on Electronic Tendering (Applicable only for Tenders amounting to more than Rs.5.00 lacs)**

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

**Other Information:**

1. The intending Tenderer/s shall quote the “**Single Percentage Rate**” for advertised tender value.
2. Duly accepted power of Attorney in original in the name of tenderer/s or authorized representative to act on behalf of the agency.
3. Tenderer/s must strictly abide by the stipulations set forth in detailed notice inviting tenders while tendering for the work.
4. In case any tender does not comply with procedure given in the NIT, it will be presumed that the contractor is not interested in work and the work shall not be let out to him. Further he may be de-barred without further notice to him for failing to abide by the approved terms of detailed notice inviting tenders for this work.
5. The tenders which are not accompanied by the earnest money or do not strictly follow the technical requirement, are liable to be rejected summarily without arising any reason and no claim what so ever on their account will be considered.
6. Tenders quotations which are dependent upon the quotations of another tender shall be summarily rejected.
7. Steel reinforcement bars are to be arranged by the contractor of approved quality.

DGM (Project),  
HRIDC,  
Chandigarh.  
Phone: 0172-2715644  
Email: [hridc2017@gmail.com](mailto:hridc2017@gmail.com)

## SECTION II: TENDER FORM

To,

**Managing Director,**

Haryana Rail Infrastructure Development Corporation Limited,

SCO 17-19, 3<sup>rd</sup> Floor, Sec-17A,

Chandigarh

E-mail: hridc2017@gmail.com

Dear Sir,

I/We, \_\_\_\_\_ (*Name and address of the tenderer*) have read the various terms and conditions of the **Tender document** attached here with duly signed by me/us and agree to abide by the same. I/We also agree to keep this tender open for acceptance for a period 90 days as mentioned in NIT from the date fixed for opening the same and on default thereof our Earnest Money (EMD) is liable to be forfeited.

I/We hereby declare that we have visited the site of the work and have made ourselves fully conversant of the conditions therein and including the topography of area, soil strata at site of work, sources and availability of construction materials, rates of construction materials, water, electricity, all local taxes, royalties, octroi etc., availability of local labour (both skilled and unskilled), relevant labour rates and labour laws, the existing road and approaches to the site of work, requirements for further service roads/approaches to be constructed by me / us, the availability and rates of private land etc. that may be required by me / us for various purposes, climatic conditions, law and order situation and availability of working days.

I/We have quoted our rates for Schedule of approximate Quantities and Rates taking into account all the above factors and I/ We offer to do the work for HRIDC “ \_\_\_\_\_ ” (*Name of the work*) at the rates quoted in the attached Schedule and hereby bind ourselves to complete the work in all respects within stipulated time schedule mentioned in tender documents from the date of issue of letter of acceptance.

A sum of ₹. \_\_\_\_\_ (Rupees \_\_\_\_\_) (*amount of Earnest Money Deposit*) has been deposited as Earnest Money. I/We understand that the full value of the EMD shall stand forfeited without prejudice to any other rights and remedies available to HARYANA RAIL INFRASTRUCTURE DEVELOPMENT CORPORATION LIMITED in case our tender is accepted and if:-

- i) I/We do not submit the performance guarantee within the time specified in the tender document.
- ii) I/We do not execute the Contract Agreement within time period specified in the tender documents.
- iii) I/We do not commence the work as soon as is reasonably possible after the receipt of the Letter of Acceptance or elsewhere stated in the Contract documents.

- iv) I/We am are start-up firm registered by ..... Department of Industrial Policy and Promotion and my registration number is ..... Valid up to ..... (Copy enclosed) and hence exempted from submission of Earnest Money.
- v) We are 100% Govt. owned PSUs and hence exempted from payment of Earnest money.
- vi) We are labour Cooperative Society and our registration No. is ..... With ..... And hence required to deposit 50% of Earnest Money.

I/We also understand that until a formal Contract Agreement is executed, Letter of Acceptance along with all tender documents shall constitute a binding contract between me/us and Haryana Rail Infrastructure Development Corporation Limited.

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

Thanking you,

Yours Faithfully,

Signature\_\_\_\_\_ in capacity of\_\_\_\_\_ duly authorized to sign tender for and on behalf of:

\_\_\_\_\_ (In Block capital letters)

Date this\_\_\_\_\_ day of \_\_\_\_\_ 2021.

## SECTION III: INSTRUCTIONS TO TENDERER/S

### Instructions to Tenderer/s

#### A. General

- i. Name of the Work: As indicated in ‘Notice for invitation of tender’.
- ii. “A Tenderer/s in the capacity of Individual or Sole Proprietor, Partnership Firm or Company can participate in the tender and forward attested copies of the constitution of its firm such as Partnership Deed, Memorandum & Articles of Association, etc. along with original Power of Attorney of authorised signatory”.
- iii. The work is proposed to be executed under the following relationship:
  - a) **Client/Employer:** HARYANA RAIL INFRASTRUCTURE DEVELOPMENT CORPORATION LIMITED address as given in Tender Document.
  - b) **Consultant:** The successful tenderer/s to whom the work is awarded shall become the Contractor/s for the execution of this work.
  - c) **Engineer or Engineer -in- Charge:** Means the Project Head of HARYANA RAIL INFRASTRUCTURE DEVELOPMENT CORPORATION LIMITED (Employer) or any other officer authorized by the HRIDC to act on his behalf and for the purpose of operating the contract.
  - d) **Engineer's Representative:** Means any official nominated from time to time by the Engineer to act on his behalf.
  - e) **Contract:** Means a signed Agreement between the successful tenderer/s and the Client.
- iv. Joint Ventures (JVs) are not allowed to participate.
- v. Throughout these tender documents, the terms “bid” and “tender” and their derivatives (“bidder”/ “Bidder”), “bid/tendered”, “bidding”/ “tendering”, etc.) are synonymous. Day means calendar day. Singular also means plural.
- vi. Scope of Work:
  - a) The scope of work/contract described in “Terms of Reference of Section-VIII” in detail. Any other incidental / ancillary Works required in connection with completion of the above as directed by HRIDC/Engineer.
  - b) Approximate Estimated cost of the work is as indicated in the ‘Notice for Invitation of Tender.’
  - c) A tenderer/s shall submit only one tender in the capacity of an Individual or Sole Proprietor, Partnership firm or a Company. Violation of this condition is liable to

disqualify the tenders in which such tenderer/s has participated and EMD of all such tenderer/s shall stand forfeited.

**vii. Cost of tendering**

The tenderer/s shall bear all costs associated with the preparation and submission of the tender and the HRIDC will in no case be responsible or liable for these costs regardless of the conduct or the outcome of the tendering process.

**B. The Tender Documents**

Any tender not conforming to the prescribed format is liable to be declared non-responsive.

**i. The tender documents include the following:**

- a) Notice Inviting Tender
- b) Tender Form
- c) Instructions to Tenderer/s
- d) Appendix to Tender
- e) General Conditions of Contract (GCC)
- f) Special Conditions of Contract
- g) Terms of reference (TOR)
- h) Certificate of Familiarization
- i) Schedule of Approx. Quantities and Rates

**ii. The tenderer/s is expected to examine all instructions, terms, conditions, forms, specifications and other information given in the tender documents. Failure to furnish all information required by the tender documents or submission of a tender not substantially responsive to the tender documents in every respect will be at the tenderer/s risk and may result in rejection of his tender.**

**iii. Understanding and Amendment of Tender Documents**

- a) The tenderer/s must obtain for itself on its own responsibility and its own cost all the information including risks, contingencies & other circumstances in execution of the work. It shall also carefully read and understand all its obligations & liabilities given in tender documents.
- b) The tenderer/s is advised to visit and examine the site where the work is to be executed and its surroundings or other areas as deemed fit by the tenderer/s and obtain for itself on its own responsibility all information that may be necessary for preparing the tender and execution of the contract. The cost of visiting the site and collecting relevant data shall be at the tenderer/s own expenses. It is a condition of the tender that the tenderer/s is deemed to have visited the site and satisfied him-self with all the conditions prevailing including any difficulties for executing the work.
- c) At any time prior to the deadline for submission of tender, HRIDC may for any reason whether at its own initiative or in response to any request by any prospective tenderer/s amend the tender documents by issuing Corrigendum, which shall be part of the Tender

documents. The amendment shall be published only on e-procurement portal of Haryana Govt. Tenderer/s should keep close watch on e- procurement portal, down load amendment, which shall be a part of tender document.

- d) HRIDC may at its discretion extend the deadline for submission of the tenders at any time before the time of submission of the tenders.

**C. Preparation of Tender**

**1) Language of Tender**

The tender prepared by the tenderer/s and all related documents shall be written in English.

**2) Signing of All Tender papers and Completing Schedule of Quantities & Rates.**

- i. All the pages of the tender documents, drawings and **Schedule of Quantities & Rates** uploaded by tenderer/s shall be deemed to have been signed by the tenderer/s.
- ii. The tenderer/s must fill and submit the **Only one single percentage rate above/below/at par on the total estimated value for the tender shall be quoted by the tenderer and any tenderer quoting rates other than single percentage shall be summarily rejected.** The requisite details should be filled in by the tenderer/s wherever required in the documents. Incomplete tender or tender not submitted as per instructions is liable to be rejected. Check list for the documents required to be submitted online given in Annexure- II must be uploaded not later than the prescribed date and time for submission of tender.

**3) Deviations**

The Tenderer/s should clearly read and understand all the terms and condition, specifications, drawings, etc. mentioned in the original tender documents.

**Any deviation submitted by the Tenderer/s shall not be accepted.**

**4) Earnest Money Deposit (EMD)**

- ii. Unless otherwise specified in the tender, the tender shall furnish online EMD as stipulated in clause 1.2 of NIT.
- iii. The EMD, tender document cost and e- service fees shall be submitted online through net banking or payment gateway only.
- iv. **The Earnest Money of the requisite amount is required to be deposited ONLINE only. Due to Technical limitations of E-tender portal of Tender No: HRIDC/HORC/Utility-147/2020 HRIDC SIGNATURE OF TENDERER 47 Haryana Govt, acceptance of EMD through BG/ST has been marked as yes but it**

**should be noted that this is not applicable in this case. Hence only ONLINE SUBMISSION OF EMD is allowed.**

Note:

- a. Tenders uploaded/submitted with Earnest Money in any form other than those specified above shall not be considered.
  - b. Any request for recovery from outstanding bills for Earnest Money against present tender will not, under any circumstances, be entertained.
  - c. No interest will be payable on the Earnest Money and Security Deposit or the amount payable to the Contractor under the contract.
- v. Purchase Preference Policy for Micro and Small Enterprises (MSEs) Registered Firms: - Purchase Preference to Micro and Small Enterprises (MSEs) as admissible under Government existing policy on the date of acceptance of tender shall be applicable to Micro and Small Enterprises (MSEs) registered with any statutory bodies specified by Ministry of Micro, Small & 1 Medium Enterprises having Udyog Aadhaar Memoranda shall also be given all benefits under Public Procurement Policy Order 2012.
- a. The tenderer/s shall submit photocopy of current and valid MSEs registration certificate inclusive of all the pages showing the category of entrepreneur – whether the registered firm is owned by General or SC/ST entrepreneurs, monetary limit of their registration for the items tendered to avail the benefits under the policy. The SMEs shall also submit a copy of “Entrepreneur’s Memorandum (Part – II)” of the concerned District Centre where the unit is established. The SMEs must also indicate the terminal validity date of their registration.
  - b. Such MSE registered firms shall be exempted from payment of tender document cost and payment of EMD.
    - i. Definition of MSEs owned by SC/ST is as given below:
    - ii. In case of proprietary MSE, proprietor(s) shall be SC/ST.
    - iii. In case of partnership MSE, the SC/ST partners shall be holding at least 51% shares in the unit.
    - iv. In case of Private Limited Companies, at least 51% share shall be held by SC/ST promoters.
  - c. All tenderer/s registered under Micro and Small Enterprises (MSEs) shall have to satisfy the eligibility criteria at par with other tenderer/s. There shall not be any relaxation in eligibility criteria/tendering process or other tender requirement and L1 price.
  - d. If lowest valid tenderer/s is non-MSE firm, then in such a case purchase preference facility shall not be applicable in the tender as quantity cannot be split. The total quantity shall be offered to the lowest valid tenderer/s irrespective of their registration status and the benefit to MSEs shall be limited to exemption from cost of tender document and EMD only.



- e. The above facilities shall not be applicable for the items for which they are not registered.
- f. The above facility shall be applicable for single entity only.
- vi. Public Procurement (Preference to Make in India) Purchase preference policy for Make in India: -**
  - a. Definitions: For the purposes of this Order:  
'Local content' means the amount of value added in India which shall, unless otherwise prescribed by the Nodal Ministry, be the total value of the item procured (excluding net domestic indirect taxes) minus the value of imported content in the item (including all custom duties) as a proportion of the total value, in percent. 'Local supplier' means a supplier or service provider whose product or service offered for procurement meets the minimum local content as prescribed under this Order or by the competent Ministries/Departments in pursuance of this order.
  - b. Purchase Preference shall be given to local suppliers in the manner specified here under:
    - i. Among all qualified tenders, the lowest tender will be termed as L1. If L1 is from a local supplier, the contract will be awarded to L1.
    - ii. If L1 is not from a local supplier, the lowest tenderer among the local suppliers, will be invited to match the L1 price subject to local supplier's quoted price falling within +20% (the margin of purchase preference), and the contract shall be awarded to such local supplier subject to matching the L1 price.
    - iii. In case such lowest eligible local supplier fails to match the L1 price, the local supplier with the next higher bid within the margin of purchase preference shall be invited to match the L1 price and so on and contract shall be awarded accordingly. In case none of the local suppliers within +20% (the margin of purchase preference) matches the L1 price, then the contract may be awarded to the L1 consultant.
    - iv. The above facility shall be applicable for single entity only.
- vii. STARTUP INDIA -**
  - a. All Startups (Whether Micro & Small Enterprises or otherwise) are exempted from Tender document cost and EMD.
  - b. Definition of Startup:
  - c. Startup means an entity recognized as Startup by Department of Industrial Policy and Promotions (DIPP), Ministry of Commerce and Industries, Govt. of India.
- viii. The above facility shall be applicable for single entity only.**

- ix.** Any tender not accompanied with mandatory fees i.e. EMD, tender document cost and e- service fees as required in accordance with tender, the HRIDC has the right to reject such tender.
- x.** The EMD of unsuccessful tenderer/s shall be returned back after award of work and furnishing of the performance guarantee by successful tenderer/s. However, EMD of those tenderer/s, who have not been technically and financially qualified and validity of their offer has not been extended shall be returned after expiry of validity period.
- xi.** The Earnest Money Deposited by the successful tenderer/s along with his tender will be retained by HRIDC as a part of security deposit for the due and faithful fulfillment of the contract by the contractor. EMD shall be adjusted towards SD at the last to complete the full value of SD.
- xii.** The EMD shall be forfeited:
- a. if the tenderer/s withdraws his offer during the validity period.
  - b. if a tenderer/s misrepresents or omits the facts in order to influence the tendering process;
  - c. if the successful tenderer/s fails to:
    - sign the Contract in accordance with relevant clause;
    - furnish a performance Guarantee in accordance with relevant clause;
    - accept the correction of its Tender Price pursuant relevant clause; or
    - furnish a domestic preference security if so required.
  - d. if the affidavit submitted by the tenderer/s or its constituents in pursuance to relevant clause or any of the declarations submitted by the tenderer has been found to be false at any stage during the process of tender evaluation.
  - e. In case the tenderer who has been exempted for submission of EMD being Micro & Small Enterprise/ Startup Business, and;
    - withdraws his tender during the period of offer validity; or
    - becomes the successful tenderer, but fails to commence the work (for whatsoever reasons) as per terms & conditions of tender; or
    - refuses or neglects to execute the contract; or
    - fails to furnish the required Performance Guarantee within the specified time,Then such tenderer/s and his partners shall be debarred from participating in future tenders for a period of 05 year from the date of discharge of tender / date of cancellation of LOA / annulment of award of contract as the case may be. Thereafter, on expiry of period of debarment, the tenderer/s and his partners may be permitted to participate in the tendering process only on submission of required tender Cost / EMD.
- xiii.** Further the HRIDC may advise the authority responsible for issuing the exemption certificate to take suitable actions against the tenderer/s such as cancellation of enlistment certificate etc.
- xiv.** Return of Earnest Money:
- a) The online Earnest Money of the unsuccessful tenderer/s shall be directly credited to his bank account through Electronic Fund Transfer, under advice to the tenderer/s. EMD in other mode (except online) is not permissible.
  - b) The Earnest Money Deposit of the successful tenderer/s shall be retained towards Security Deposit and further deduction of SD @ 6% shall be made from the each

bills, till it reaches to 5% of accepted contract value. The adjustment of the EMD to SD shall be made at the last stage of deduction.

**xv. Period of validity of tender:**

- a)** The Tender shall remain valid for the period indicated in “Notice for Invitation of Tender” after the date of the opening of the tender (i.e. 90 days from date of opening of tender). If the Tenderer/s gives validity period less than that fixed/prescribed by HRIDC, the tender shall be liable to be rejected.
- b)** Notwithstanding the above clause, HRIDC may solicit the tenderer/s’ consent to an extension of the validity period of the tender. The request and the response shall be made in writing.

**D. Submission of Tenders**

Deadline for submission of Tender

- i. The tender duly filled must be uploaded online not later than the date and time mentioned in the “Notice Inviting Tender”.
- ii. **Only one single percentage rate above/below/at par on the total estimated value for the tender shall be quoted by the tenderer and any tenderer quoting rates other than single percentage shall be summarily rejected. The conditional tender shall also liable to be rejected.**
- iii. Submission of a tender by a tenderer/s implies that he had read all the tender documents including amendments if any, visited the site and has made himself aware of the scope and specifications of the work to be done, local conditions and other factors having any bearing on the execution of the work.
- iv. Submission of tenders
  - a) All documents/ forms/ instructions/ specifications etc. listed in the Instruction to Tenderer/s and those attached as per the Annexures are deemed to be a part of the tender and accepted by the tenderer/s.
  - b) In case of any ambiguity, HRIDC will be free to seek confirmation of information from the issuer of the document.

**E. Tender Opening and Evaluation**

Opening of Tender

- i. Tenders will be opened at the e-procurement portal as mentioned in “Notice Inviting Tender” in presence of Tenderer/s or authorized representatives, who wish to attend the opening of tenders. Physical presence during tender opening is optional.
- ii. Tenderer/s or their authorized representatives who are present shall sign register in evidence of their attendance.
- iii. Tenderer/s name, presence or absence of requisite Earnest Money, total cost of work quoted or any other details as HRIDC may consider appropriate will be displayed with list to all participating tenderer/s after tender opening.

**F. Clarification of the Tenders**

To assist the examination, evaluation and comparison of the tenders, HRIDC may at his discretion ask the Tenderer/s for any clarifications as considered essential. All such correspondence shall be in writing and no change in price or substance of the tender shall be sought or permitted. The above clarification for submission of the details shall form part of the tender and shall be binding on tenderer/s.

**G. Preliminary examination of offers**

- i. The HRIDC shall examine the tenders to determine whether they are complete, whether copy of all the relevant documents have been uploaded and generally they are in order.
- ii. Prior to the detailed evaluation, HRIDC shall determine whether each tender is of acceptable quality, is generally complete and is substantially responsive to the tender documents. For purposes of this determination, a substantially responsive tender is one that conforms to all the terms, conditions and specifications of the tender documents without material deviations, objections, conditionality or reservation. A material deviation, objections, conditionality or reservation is one;
  - a) That affects in any substantial way the scope, quality or performance of the contract.
  - b) That limits in any substantial way, inconsistent with the tender documents, the HRIDC rights or the successful tenderer/s obligations under the contracts; or
  - c) Whose rectification would unfairly affect the competitive position of other tenderer/s who are presenting substantially responsive offers.
- iii. If a tender not substantially responsive, it shall be rejected by the HRIDC.
- iv. In case of tenders containing any conditions or deviations or reservations about contents of tender document, HRIDC may ask for withdrawal of such conditions/deviations/reservations. If the Tenderer/s does not withdraw such conditions/deviations/ reservations, the tender shall be treated as non-responsive. HRIDC's decision regarding responsiveness or non-responsiveness of a tender shall be final and binding.

#### **H. Evaluation and Comparison of tenders:**

- i. In case of open tenders, which are determined as substantially responsive, shall be evaluated based on criteria as given in **Annexure-III**. The tenderer/s must submit all necessary authentic data with necessary supporting certificates of the various items of evaluation criteria failing which his tender is liable to be rejected.
- ii. The schedule of items, quantity & rates of above tender comprise of Schedule of Quantity & Rates. Tenderer/s may quote rates of all items in the schedule. The tender will be evaluated on the basis of rates / cost for all items in the schedule, for which it is necessary that the tenderer/s quote his rates for all the items contained in each schedule. Thus, the tender will be decided as per the cost received for whole schedule.

**Note:** No Part works shall be awarded to other tenderer/s. However, the decision of HRIDC in all such matters shall be final and binding on all the tenderer/s.

- iii. The HRIDC reserves the right to negotiate with the lowest valid and eligible tenderer/s to reduce/ bring down the rates to a reasonable level. The Tenderer/s must note that during negotiations of rates can only be reduced and not to be increased by the tenderer/s. In case the tenderer/s introduces any new condition or increases rates, his negotiated offer is liable to be rejected and the original offer shall remain valid and binding on him.

#### **I. Canvassing:**

- i. No Tenderer/s is permitted to canvass to HRIDC on any matter relating to this tender. Any Tenderer/s found doing so may be disqualified and his tender may be rejected.

**J. Right to accept any tender or reject all tenders:**

- i. HRIDC reserves the right to accept, split, divide, negotiate, cancel or reject any tender or to annul and reject all tenders at any time prior to the award of the contract without incurring any liability to the affected tenderer/s or any obligation to inform affected tenderer/s, the grounds of such action.
- 5) If the tenderer/s, as individual or as a partner of partnership firm, expires after the submission of his tender but before award of work, the HRIDC shall deem such tender as invalid. The change in constitution of firm shall be informed by tenderer/s to HRIDC to examine the firm's legal status/character/s.

**K. Award of Contract**

- i. HRIDC shall notify the successful Tenderer/s in writing by a Registered Letter/Courier/ Speed Post/ E-mail or per bearer that his tender has been accepted.
- ii. Letter of Acceptance after it is signed by the Contractor/s in token of his acceptance shall constitute a legal and binding contract between HRIDC and the Contractor/s till such time the contract agreement is signed.

**L. Ineligibility to participate in re-tenders/ future cases**

Notwithstanding anything contained in the Qualification Clauses of ITT, if a tenderer/s withdraws from an offer after having been declared a preferred tenderer or after notification of Award or does not sign the Contract Agreement pursuant to the Letter of Acceptance or does not submit an acceptable performance security which results in tender being annulled then such contractor/s shall be treated as ineligible for participation in re-tendering of this particular work and also for any other work for a period of 6 months. A repeat incident of similar type within a period of 2 (two) years will render the contractor/s ineligible for participation in all future tenders for a further period of 2 (two) years.

**M. Declaration of non – performance or ban status**

Tenderer/s are not eligible to participate in the tender process under the following conditions:

- i. They have been declared a non-performer by Central Government/ State Government, HRIDC or any JV formed by Railways or a CPSU during the preceding 2 years.
- ii. They are currently debarred from contract work by Central or State Government or a CPSU.

Accordingly, tenderer/s are required to sign an Affidavit as per the enclosed pro-forma in **Annexure-I**, declaring their status of non-performance or debarment.

**N. Details of disputed status of ban/non-performance**

Tenderer/s will clearly state the status of dispute in the cases of ban/ non-performance pending in courts against them as on the date of opening of tender. Merely, pending appeal with the Departments concerned and Courts will not merit change of status. Grant

of stay order by a Competent Court will be taken into account while considering the status of ban/ non-performance.

- i.** Tenderer/s to be fully responsible for the consequences of misrepresentation
  - a)** Any suppression of information and misrepresentation will render the tenderer/s ineligible for the tender along with the forfeiture of Earnest Money. The tenderer/s will also be liable for disqualification for future tenders of HRIDC for a period of 2 years.
  - b)** If any suppression of information and misrepresentation is found after the award of Contract, the Contract may be terminated with forfeiture of EMD and SD (if any). The Contractor/s will also be disqualified for future tenders of HRIDC for a period of 2 years.

**FORMAT  
AFFIDAVIT\***

1. I/we, the undersigned, do hereby certify that all the statements made in the enclosed attachments are true and correct.
2. The undersigned also hereby certifies that
  - i. Neither our firm M/s \_\_\_\_\_ have abandoned any work awarded to us by any Authority / Department of Government of India or Govt. of Haryana or CPSU or any multi-laterally funded project work nor any contract awarded to us for such works have been rescinded, during the last 2 years prior to the date of this bid.

OR

The details of contracts awarded to us by the Authorities / Departments of Government of India, Govt. of Haryana, CPSUs and the multi-laterally funded projects which have been abandoned / rescinded during the last 2 years prior to the date of this bid and the reasons there for are enclosed\*\*.

- ii. We have not been declared a non-performer by any Authority / Department of Government of India or Govt. of Haryana or a CPSU or a multi-laterally funded agency during the last 2 years prior to the date of this bid.
- iii. We are not debarred for any contract work by any Authority / Department of Government of India Govt. of Haryana or CPSU or a multi-laterally funded agency.

Or

1. We were debarred for contract work by \_\_\_\_\_ for a period of \_\_\_\_\_ and the debarred period is already over. \*\*\*
2. We have no objection to HRIDC requesting to any bank, person, firm or body and any such agency furnishing pertinent information as deemed necessary or to verify this statement or regarding our competence and general reputation.
3. We understand that further qualifying information may be requested by HRIDC and we agree to furnish any such information at the request of HRIDC within the prescribed time.
4. We find ourselves with all the stipulations of the Bidding Document including period of completion, provision of adequate equipment, personnel and other resources required for completion within the stipulated completion period and agree to augment any resources, if found necessary for timely completion of the project, as desired by the HRIDC.
5. **We have read and understood all the provisions included in the Tender documents and abide by them.**



6. The information furnished by us is correct and we understand the consequences in case any of the information furnished is not found to be true.

(Signed by the Authorized Representative of the Firm)

Name of the Authorized Representative.

Name of the Firm.

Dated:

- 
- \* To be executed on a non-judicial stamp paper of Rs.100/-.
  - \*\* If no details are attached, it will be presumed that there is no rescission of any contract in the relevant two years. **A wilful suppression of information may result in termination of Contract and debarring for two years.**
  - \*\*\* **Disputes pending with courts may be listed along with their status.**  
All reference dates are to be reckoned from the date of opening of tender.

**CHECK LIST FOR LIST OF DOCUMENTS**

Details to be uploaded by the tenderer/s Online on the e- procurement portal of Haryana Govt. as specified in the “Notice for Invitation of Tender” not later than the prescribed date and time for tender submission:

1. Forwarding letter of the Tenderer/s.
2. Tender Form.
3. Details of similar works completed in last 7 years (Form Tech-1 & Format-1)
4. Details of specific work experience (Form Tech-2 to 4)
5. Financial Capacity of the tenderer/s (Fin-1)
6. Annual Turnover for the last three years with supporting documents (Format - 2)
7. Programme for deployment of key personnel (Format - 3).
8. Scanned copies of the constitution of its firm such as Partnership deed (in case of partnership company), Memorandum of Articles of Association, etc..
9. GST -Registration Certificate (as applicable).
10. ISO 9001-2008 certificate, if any.
11. Banker’s Solvency Certificate.
12. Schedule of start and completion of work in the form of Bar Chart.
13. Methodology for execution of works.
14. Programme for Quality assurance during execution of work
15. Month wise Cash flow requirements.
16. Online Earnest Money through NEFT or RTGS and copy of Earnest Money Deposit of requisite amount in the prescribed form.
17. Power of Attorney duly attested by Notary Public of the in favour of the person signing the tender documents or a Resolution of Board of Directors authorizing the person to deal with tenders/this tender case.
18. Bank’s Details (Name of the Bank and Branch), along with tenderer/s own bank details (Account no., Name of Account holder, NEFT/RTGS details)
19. Affidavit (as per format given in annexure-I)
20. Any other details sought through ITT.

## SECTION IV: ELIGIBILITY CRITERIA FOR EVALUATION

### **Annexure-'III'**

### **Criteria for Evaluation of tenders**

#### **Eligibility criteria:**

Tenderer/s has to satisfy the following eligibility criteria for technical capability and competence as well as for financial capacity and organizational resources.

#### **A. Essential Qualifying Criteria for Similar work**

##### **To be filled in Qualifying Form Tech-1**

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

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

##### **Note:**

- i) The similar nature of work is defined as under:

**“Establishment of control point network by DGPS survey, Coordination with revenue officials for land acquisition and fixing of centre line/land boundary pillars in Railway/ Road work.”**

- ii) In support of **Essential Qualifying Criteria for Similar work**

Tenderer/s has to produce/upload completion certificate from (Govt. /Semi Govt./Public Sector/ Public listed company) for having successfully completed similar works in the last seven years ending last day of month previous to the one in which tender is invited. Details of similarity will be filled by the tenderer/s in Form Tech-1 of tender form included in this part of tender document.

- iii) If Tenderer/s has executed similar work with other works/multiple works details of similarity, payments received against each item will be worked out by the tenderer/s with detail calculations for justifying qualification against Qualifying Criteria for Similar work. Different items are as under:

- (a) **Establishment of control point network by DGPS survey.**
- (b) **Coordination with revenue officials for land acquisition.**
- (c) **Fixing of centre line/land boundary pillars.**

- iv) For meeting the requirement of similar work as defined in note (iii) above, if multiple contracts are shown by the Tenderer/s then the requirement against value of work will be considered as under:

Separate Completed works for each component i.e. for (a), (b), (c) as above shall also be considered for fulfilment of experience of similar assignments. If the consultant has done different components under different contracts in the same or different project, then the value of that particular component in the individual contracts will be derived and value of each eligible component obtained will be combined while calculating the value of work for meeting the minimum eligibility requirement or for scoring purpose. In other words, additional works in a contract/s not similar to required components shall not be considered to meet the minimum technical requirement of experience of all three components and the value of such additional work will not be added for meeting the minimum eligibility requirement or for scoring purpose.

Example: Suppose a Consultant has completed 2 contracts (A & B) in the same project or in different project.

Contract A comprises component (a) & and some other works not similar to the required component and the value of Contract A is INR X.

Contract B comprises component (b) & (c) along with some other works not similar to the required component and the value of Contract B is INR Y.

As per minimum eligibility conditions, the Consultant must have completed works including all three components.

In the present case, the value of completed work will be calculated as under:

The value of component (a) in Contract A+ the value of component (b) in Contract B+ the value of component (c) in Contract B => 60% of advertised value of the tender and will be treated as a single work for qualifying purpose.

A multiple combination may be calculated and to be shown by the bidder for qualifying criteria of two similar work or three similar works but there will be no reputation or duplicity of same work.

- v) **If any work is completed as a JV partnership %age holding of the firm in the JV partnership** will be take in to account for calculation of qualifying criteria A above.

## **B. Essential Qualifying Criteria for Specific work experience- Establishment of control point network by DGPS survey (a)**

### **To be filled in Qualifying Form Tech-2**

For qualifying technical experience/competence for specific work experience, the tenderer should have experience of conducting DGPS survey and establishment of control point network for Railway/Road work.

#### **Note:**

In support of **Essential Qualifying Criteria for Specific work experience-(a)** the Tenderer/s has to produce completion certificate from (Govt. /Semi Govt./Public Sector/ Public listed company) for having successfully completed at least one work in the last seven years ending last day of month previous to the one in which tender is invited and

have scope of DGPS survey for Railway/Road work. Details of specific work experience will be filled by the tenderer/s in Form Tech-2 of tender form.

**C. Essential Qualifying Criteria for Specific work experience-  
Coordination with revenue officials for land acquisition (b)**

**To be filled in Qualifying Form Tech-3**

For qualifying technical experience/competence for specific work experience, the tenderer should have experience of Coordination with revenue officials for land acquisition of Railway/Road work.

**Note:**

In support of **Essential Qualifying Criteria for Specific work experience- (b)** the Tenderer/s has to produce completion certificate from (Govt. /Semi Govt./Public Sector/ Public listed company) for having successfully completed at least one work in the last seven financial years & the current financial year that have scope of Coordination with revenue officials for land acquisition of Railway/Road work. Details of specific work experience will be filled by the bidder in Form Tech-3 of tender form.

**D. Essential Qualifying Criteria for Specific work experience-  
Fixing of centre line/land boundary pillars ( c)**

**To be filled in Qualifying Form Tech-4**

For qualifying technical experience/competence for specific work experience, the tenderer should have experience of Fixing of centre line/land boundary pillars for Railway/Road work.

**Note:**

In support of **Essential Qualifying Criteria for Specific work experience- (c)** the Tenderer/s has to produce completion certificate from (Govt. /Semi Govt./Public Sector/ Public listed company) for having successfully completed at least one work in the last seven financial years & the current financial year that have scope of Fixing of centre line/land boundary pillars for Railway/Road work. Details of specific work experience will be filled by the bidder in Form Tech-4 of bidding form.

**E. Essential Qualifying Criteria for Financial Capacity of the tenderer**

**To be filled in Qualifying Criteria Fin-1**

The tenderer must have received total contractual payments in the previous three financial years and the current financial year upto the date of opening of tender, at least 150% of the advertised value of the tender. The tenderers shall submit Certificates to this effect which may be an attested Certificate from the concerned department / client and/or Certificate issued by Chartered Accountant etc.

1. The tenderers shall submit Certificates to this effect which may be an attested certificate from the concerned department/client and/or Certificate issued by the Chartered

Accountant etc. Audited balance sheet shall not be uploaded by tenderer/s, however, same shall be submitted, if asked by HRIDC.

2. The Contractor should have positive net worth. This will be judged from the Audited Balance Sheet of the last financial year ending on a date not prior to 18 months from the due date of submission of the tender.

**Qualifying form Tech-1**

**Technical Eligibility Criteria in Similar work**

SN	HRIDC Requirement	Details of similarity	Qualifying Yes/No
1	<p>Successfully completed the work/works of value as mentioned below:</p> <p>i) Three similar works each costing not less than the amount equal to 30% of advertised value of the tender, or</p> <p>ii) Two similar works each costing not less than the amount equal to 40% of advertised value of the tender, 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>Tenderer/s has to enter details of work completion certificate/s with cost of work as per eligibility criteria given in clause A above. Detailed calculation sheet shall be attached along with Completion certificate. Page no. to be mentioned.</p>	
2	<p>Similar work that involves:</p> <p>(a) Establishment of control point network by DGPS survey.</p> <p>(b) Coordination with revenue officials for land acquisition.</p> <p>(c) Fixing of centre line/land boundary pillars.</p> <p>for Railway/Road works</p>	<p>Tenderer has to show the scope of work or certificate showing similarity as per eligibility criteria given in clause A. Completion certificate page no. to be mentioned.</p>	
3	<p>If Tenderer/s has executed similar work with other works details of similarity, payments received against each component i.e.</p> <p>(a) Establishment of control point network by DGPS survey.</p> <p>(b) Coordination with revenue officials for land acquisition.</p> <p>(c) Fixing of centre line/land boundary pillars.</p> <p>for Railway/Road work will be worked out by the tenderer/s with detail calculation for justifying qualification against serial no. 1 of this table.</p>	<p>Detail Calculation sheet to be incorporated and page no. to be mentioned.</p>	
4	<p>If any work is completed as a JV partnership %age holding of the firm in the JV partnership will be taken into account for calculation of qualifying criteria A above.</p>	<p>Detail Calculation sheet to be incorporated and page no. to be mentioned.</p>	

**Qualifying Form Tech-2**  
**Essential Qualifying Criteria for Specific work experience- DGPS survey (a)**

SN	HRIDC Requirement	Details to be given	Qualifying Yes/No
1	The tenderer should have experience of Establishment of control point network by DGPS survey for Railway/Road work.	Details of work to be mentioned and certificate thereof shall be incorporated and page no. to be mentioned.	

**Qualifying Form Tech-3**  
**Essential Qualifying Criteria for Specific work experience- Coordination with**  
**revenue officials (b)**

SN	HRIDC Requirement	Details to be given	Qualifying Yes/No
1	For qualifying technical experience/competence for specific work experience, the tenderer should have experience of Coordination with revenue officials for land acquisition of Railway/Road work.	Details of work to be mentioned and certificate thereof shall be incorporated and page no. to be mentioned.	



**Qualifying Form Tech-4**  
**Essential Qualifying Criteria for Specific work experience- Fixing of centre line/land boundary pillars (c)**

SN	HRIDC Requirement	Details to be given	Qualifying Yes/No
1	For qualifying technical experience/competence for specific work experience, the tenderer should have experience of Fixing of centre line/land boundary pillars Railway/Road work.	Details of work to be mentioned and certificate thereof shall be incorporated and page no. to be mentioned.	

**Qualifying Criteria Fin-1****Essential Qualifying Criteria for Financial Capacity of the tenderer/s**

SN	HRIDC Requirement	Details to be given	Qualifying Yes/No
1	The tenderer must have received contractual payments in the previous three financial years and the current financial year upto the date of opening of tender, at least 150% of the advertised value of the tender. The tenderers shall upload Certificates to this effect which may be an attested Certificate from the concerned department / client and/or Certificate issued by the Chartered Accountant etc.	The tenderers shall submit Certificates to this effect which may be an attested certificate from the concerned department/ client and/or Certificate issued by the Chartered Accountant etc. Page no. to be entered.	
2	Net worth	Audited balance sheet (not older than 18 months from due date of submission) to be submitted. Page no. to be entered.	

**F. REQUIREMENT OF SKILLED AND TRAINED MANPOWER INCLUDING ENGINEERS AND TECHNICAL STAFF**

SN	Designation/ Position	Desired qualification	Minimum Experience required	Utilization	Number of posts
1	Team leader/ Chief Surveyor/ Chief Coordinator	B. Tech in Civil Engg or equivalent	10 Years in DGPS survey and coordination with revenue officials	Will lead the team and all field work, compute the survey data and will coordinate between revenue officials, land owner and HRIDC for successful completion of field survey and boundary marking of HORC. He will be responsible for timely submission of deliverables with required approvals within stipulated time schedule.	1
2	Surveyor (DGPS)	ITI/ Diploma holder	10 Years of field experience.	Will be responsible of all DGPS survey activities including timely establishment of control point network. They will assist during joint site survey with revenue officials and will pick up the land boundary during joint survey. They will also responsible for fixing of land boundary.	3
3	Surveyor (TS & Auto Level)	ITI/ Diploma holder	10 Years of field experience.	Will be responsible for all survey activities including closing traverse, conducting levelling and transferring X, Y, Z values to the control points as well as all intermediate pillars. They will also assist during joint field survey with revenue officials.	3
4	Helper	10 <sup>th</sup> pass	5 Years of field experience.	Will assist Surveyor.	As per requirement.

**Note:**

- i. Tenderer/s must enclose Name, date of birth and complete testimonials of the experts proposed to be deployed on the project.
- ii. Marks shall be awarded as per the relevance of experience with each of the experts. Discretion of HRIDC in evaluating the experts cannot be challenged.
- iii. Proportionate marks may be awarded in case of experts falling short in relevant experience.
- iv. Persons with the approved CV will have to be mobilized to carry out the work totalling up to the time period mentioned against each position.
- v. Some experts may continue till the execution of works start in the field and relevant records of control of alignment, utility survey, etc. have been handed over to the Contactors. The terms of their engagement can be negotiated in case required.

**G. Short-listing of Applicants**

- a. The contractors should pass in all items of “Essential Qualifying Criteria. In case of the tenderer/s not meeting the Essential qualifying criteria, no further evaluation of the tender will be carried out and the tenderer/s will be disqualified.
- b. The tenderers will have to show the availability of adequately trained manpower as above (To be filled by Tenderer in Format-3).
- c. Tenderer(s) may please note that their offers will be evaluated as per the marking criteria given below:

S.No.	Criteria	Marks
	Requirement	
<b>1</b>	<b>Experience in Similar Works (Highest attainable score 50 marks)</b>	
<b>a)</b>	<b>Minimum Eligibility Criteria</b>	
	i) Three similar works each costing not less than the amount equal to <b>30%</b> of advertised value of the tender, Or ii) Two similar works each costing not less than the amount equal to <b>40%</b> of advertised value of the tender, Or iii) One similar work each costing not less than the amount equal to <b>60%</b> of advertised value of the tender.	30
<b>b)</b>	<b>Scoring for Additional assignments (Highest attainable score 20 marks)</b>	
i.	For every additional one Completed ‘Similar work’ of value not less than the amount equal to <b>60%</b> of advertised value of the tender	12
ii	For every additional one Completed ‘Similar work’ of value not less than the amount equal to <b>40%</b> of advertised value of the tender, `	8
iii.	For every additional one Completed ‘Similar work’ of value not less than the amount equal to <b>30%</b> of advertised value of the tender	6
<b>2</b>	<b>Skilled and Trained Manpower (Highest attainable score 30 marks)</b>	
i.	Team leader/ Chief Surveyor/ Chief Coordinator – 1 post	12
ii	Surveyor (DGPS) – 3 posts	3 each
iii.	Surveyor (TS & Auto Level) – 3 posts	3 each
<b>3</b>	<b>Financial Capacity (Average Annual turnover in the previous three financial years and the current financial year upto the date of opening of tender (Highest attainable score 20 marks)</b>	
i.	Having Average Annual Turnover of atleast 150% of the advertised value of the tender	10
ii.	For every additional Average Annual Turnover of 50% of the advertised value of the tender above 150%	2
	<b>Maximum marks</b>	<b>100</b>

## H. Evaluation of Financial Proposal

- a. Subject to the discretion of HRIDC, the Financial Proposals of those Applicants whose Technical Proposals score less than 75 marks, shall not be considered for Financial Opening.
- b. In the second stage, the financial evaluation will be carried out as per **Clause I**. Each Financial Proposal will be stamped and signed a financial score ( $S_F$ ).
- c. For financial evaluation, the total cost indicated in the Financial Proposal (Quoted Price in BOQ) will be taken inclusive of GST etc.
- d. HRIDC will determine whether the Financial Proposals are complete, unqualified and unconditional. The cost indicated in the Financial Proposal shall be deemed as final and reflecting the total cost of services. Omissions, if any, in costing any item shall not entitle the firm to be compensated and the liability to fulfil its obligations as per the TOR within the total quoted price shall be that of the Contractor. The lowest financial proposal ( $F_M$ ) will be given a financial score ( $S_F$ ) of 100 marks. The financial scores of other proposals will be computed as follows:
  - i.  $S_F = 100 \times F_M/F$  where
  - ii.  $F$  = amount of Financial Proposal

## I. Combined and Final Evaluation

- a. The composite score of a bidder which shall be the deciding factor in award of the work shall be worked out as under:

$$\text{Composite Score of a bidder} = (S_t \times 0.70) + (S_f \times 0.30)$$

Where,  $S_t$  &  $S_f$  are the technical and financial scores of a tenderer/s respectively.

- b. Tenderer/s with the highest composite score shall be considered for the award of work. In case, bidders have same composite score then the bidder who has highest technical score ( $S_t$ ) shall be considered for award of work. Further, in case technical score are also same then the bidder who has executed more eligible assignments shall be considered for the award of work.

**FORMAT-1***(Ref. Sr. No. 3 of Annexure-II to Instruction to tenderer/s)***DETAILS OF SIMILAR WORKS COMPLETED IN LAST SEVEN YEARS**

<b>S. No.</b>	<b>Description of the Work</b>	<b>Name and address of the Employer</b>	<b>Contract No. and date</b>	<b>Date of award of work</b>	<b>Stipulated date of completion</b>	<b>Date of actual completion</b>	<b>Value of completed work (In Lacs of Rs.)</b>	<b>Reasons for delays, if any</b>	<b>Penalty ,if any, imposed for delay</b>	<b>Any Remarks other relevant information</b>

Note:

1. Please attach/ upload copies of the certificates issued by the Client.
2. Only those works shall be considered for evaluation for which copies of the certificates issued by the client are uploaded with tender.

**FORMAT-2**

*(Ref. Sr. No. 6 of Annexure-II to Instruction to tenderer/s)*

**ANNUAL TURNOVERS FOR THE LAST THREE YEARS**

<b>S. No.</b>	<b>Year</b>	<b>Turnover from Civil Engineering works (In lacs of Rs.)</b>	<b>Turnover from all sources (In lacs of Rs.)</b>	<b>Remarks</b>
<b>1</b>				
<b>2</b>				
<b>3</b>				

Note:

- Please attach certified/attested copies of the latest ITCC and/or Profit and Loss Account statement to support the information furnished.
- Certified copy of Chartered Accountant showing turn-over of Last three financial years and in the current financial year (upto date of opening of tender).

**FORMAT-3**

*(Ref. Sr. No. 7 of Annexure-II to Instruction to tenderer/s)*

**PROGRAMME FOR DEPLOYMENT OF MAN POWER ALONG WITH BIO-DATA OF KEY PERSONNELS.**

<b>S.No.</b>	<b>Name</b>	<b>Qualification</b>	<b>Designation</b>	<b>Total Experience (in years)</b>	<b>Programme for deployment</b>
1					
2					
3					



**SECTION V: APPENDIX TO TENDER****(These things already covered in details of tender & NIT)****Appendix to Tender**

<b>Description</b>	<b>Reference Clause</b>
Field verification for land boundary and supplying, fixing of boundary pillars along HORC alignment and it's connectivities to existing IR/DFC networks, picking up of finalized land boundary and centre line coordinates using DGPS (RTK Method) by establishing control points in connection with Haryana Orbital Rail Corridor (HORC) from Palwal to Sonipat.	<b>A (i) of Instructions to Tenderer/s</b>
<b>Client:-</b> Haryana Rail Infrastructure Development Corporation Limited, SCO 17-19, 3 <sup>rd</sup> Floor, Sector-17, Chandigarh	<b>A (iii) (a) of Instructions to Tenderer/s</b>
<b>Scope of Work:-</b> Scope of work consists of as per Terms of Reference (TOR/Technical Specifications)	<b>A (vi) of Instructions to Tenderer/s</b>
<b>Approximate Estimated Cost of the Work:-</b> <b>Rs. 1.79 Cr</b>	<b>A (vi) (b) of Instructions to Tenderer/s</b>
<b>Amount of Earnest Money</b> <b>Rs. 2,39,705/-</b>	<b>C (4) of Instructions to Tenderer/s</b>
<b>Period of Validity of Bid:-</b> 90 days.	<b>C (4) (iv) (a) of Instructions to Tenderer/s</b>
<b>Period of Completion:-</b> <b>18 months</b>	<b>8.0 of Special Conditions of Contract</b>
<b>Defect Liability Period:-</b> 03 months	<b>9.0 of Special Conditions of Contract</b>

**SECTION VI: GENERAL CONDITIONS OF CONTRACT (GCC)**

1. HRIDC's General Condition of Contract shall be followed and will be a part of the Contract
2. Additional definitions mentioned in these tender documents elsewhere will be followed for GCC
3. In case of any ambiguity in any definition, the decision of HRIDC regarding the interpretation shall be final and binding.
4. Wherever there is conflict in any condition between General Conditions of Contract (GCC) and Special conditions of Contract (SCC) mentioned in the tender documents, the conditions mentioned the Special conditions of Contract will prevail. However, Engineer's decision in this connection shall be final and binding.

**GENERAL CONDITIONS OF CONTRACT – INDEX**

<b>CLAUSE No.</b>	<b>DESCRIPTION</b>
<b>1.0</b>	DEFINITIONS
<b>2.0</b>	HEADING AND MARGINAL NOTES
<b>3.0</b>	SINGULAR, PLURAL AND GENERAL
<b>4.0</b>	COMMUNICATION AND LANGUAGE OF CONTRACT
<b>5.0</b>	LAWS GOVERNING THE CONTRACT
<b>6.0</b>	INSPECTION OF SITE AND SITE DATA
<b>7.0</b>	CONTRACTOR'S UNDERSTANDING
<b>8.0</b>	PERFORMANCE GUARANTY & SECURITY DEPOSIT
<b>9.0</b>	INSURANCE
<b>10.0</b>	COMMUNICATION BETWEEN EMPLOYER/ENGINEER AND CONTRACTOR
<b>11.0</b>	DUTIES OF ENGINEER AND ENGINEER'S REPRESENTATIVE
<b>12.0</b>	GENERAL OBLIGATIONS OF THE CONTRACTOR
<b>13.0</b>	SUBCONTRACTING
<b>14.0</b>	PROVISIONS OF EFFICIENT AND COMPETENT STAFF
<b>15.0</b>	PROGRAMME OF WORK
<b>16.0</b>	COMMENCEMENT OF WORK
<b>17.0</b>	ACCE SS TO SITE OF WORK
<b>18.0</b>	SETTING OUT
<b>19.0</b>	TEMPORARY WORKS
<b>20.0</b>	SPECIFICATIONS AND DRAWINGS
<b>21.0</b>	INDEMNITY BY THE CONTRACTOR
<b>22.0</b>	DAMAGE TO LIFE AND PROPERTY
<b>23.0</b>	SAFETY OF PUBLIC AND PUBLIC UTILITIES
<b>24.0</b>	OTHER SAFETY PROVISIONS

<b>25.0</b>	PROTECTION OF ENVIRONMENT
<b>26.0</b>	CARE OF WORKS
<b>27.0</b>	USE OF EXPLOSIVES
<b>28.0</b>	OCCUPATION AND USE OF LAND
<b>29.0</b>	EXCAVATED MATERIALS
<b>30.0</b>	RELICS AND TREASURES
<b>31.0</b>	CO-OPERATION WITH OTHER CONTRACTORS
<b>32.0</b>	WORK DURING NIGHT
<b>33.0</b>	SHEDS, STORES, YARDS
<b>34.0</b>	HRIDC /ENGINEER'S MATERIALS
<b>35.0</b>	TOOLS, PLANTS AND EQUIPMENT
<b>36.0</b>	PLANT AND MATERIALS OF THE CONTRACTOR
<b>37.0</b>	CONTRACTOR TO KEEP SITE CLEAR
<b>38.0</b>	HEALTH AND SANITARY ARRANGEMENTS FOR WORKERS
<b>39.0</b>	ENGAGEMENT OF LABOUR
<b>40.0</b>	WAGES OF LABOUR
<b>41.0</b>	REPORTING OF ACCIDENTS INVOLVING LABOUR
<b>42.0</b>	SUPPLY OF WATER AND ELECTRIC POWER
<b>43.0</b>	REPAIR TO DAMAGES
<b>44.0</b>	IMPLEMENTATION OF QUALITY, SAFETY, HEALTH AND ENVIRONMENT MANAGEMENT SYSTEM
<b>45.0</b>	MATERIALS AND WORKMANSHIP
<b>46.0</b>	REMOVAL OF IMPROPER MATERIALS AND WORKS
<b>47.0</b>	EXAMINATION OF WORK BEFORE COVERING UP
<b>48.0</b>	SUSPENSION OF WORKS ORDERED BY THE ENGINEER
<b>49.0</b>	DELAY AND EXTENSION OF CONTRACT PERIOD
<b>50.0</b>	DETERMINATION OF CONTRACT DUE TO CONTRACTOR'S DEFAULT
<b>51.0</b>	DETERMINATION OF CONTRACT ON EMPLOYER/ENGINEER'S ACCOUNT
<b>52.0</b>	DEATH OF CONTRACTOR/PARTNER
<b>53.0</b>	EMPLOYMENT OF RETIRED OFFICERS/ ENGINEER OF EMPLOYER/ ENGINEER
<b>54.0</b>	MODIFICATION TO CONTRACT
<b>55.0</b>	MODIFICATIONS TO WORK
<b>56.0</b>	RATES FOR ITEMS OF WORK TO BE ALL INCLUSIVE
<b>57.0</b>	ACCEPTED RATE APPLICABLE TILL THE COMPLETION OF WORK
<b>58.0</b>	VARIATION IN QUANTITY OF ITEMS COVERED BY THE BILL OF QUANTITIES
<b>59.0</b>	ITEMS NOT INCLUDED IN THE BILL OF QUANTITIES
<b>60.0</b>	LIEN IN RESPECT OF CLAIMS IN OTHER CONTRACTS
<b>61.0</b>	MEASUREMENTS OF WORK AND PAYMENTS
<b>62.0</b>	ON ACCOUNT PAYMENTS
<b>63.0</b>	FINAL MEASUREMENTS AND PAYMENTS
<b>64.0</b>	MODE OF PAYMENT AND TAX DEDUCTION AT SOURCE
<b>65.0</b>	COMPLETION CERTIFICATE

<b>66.0</b>	<b>CLEARANCE OF SITE ON COMPLETION</b>
<b>67.0</b>	<b>POST PAYMENT AUDIT</b>
<b>68.0</b>	<b>DEFECT LIABILITY CERTIFICATE</b>
<b>69.0</b>	<b>UNFULFILLED OBLIGATIONS</b>
<b>70.0</b>	<b>PRODUCTION OF VOUCHERS</b>
<b>71.0</b>	<b>FORCE MAJEURE</b>
<b>72.0</b>	<b>CLAIMS</b>
<b>73.0</b>	<b>SETTLEMENT OF DISPUTES</b>
<b>ANNEXURE-IV</b>	<b>FORMAT OF AGREEMENT</b>
<b>ANNEXURE-V</b>	<b>FORMAT OF PERFORMANCE BANK GUARANTEE (UNCONDITIONAL)</b>
<b>ANNEXURE-VI</b>	<b>FORMAT OF BANK GUARANTEE FOR RELEASE OF 50% OF RETENTION MONEY</b>

## GENERAL CONDITIONS OF CONTRACT

### 1) DEFINITIONS

In the Contract, as herein after defined, the following word expressions shall have the meanings hereby assigned to them, except where the context requires otherwise.

"Client or Principal Employer/Employer or Owner" HARYANA RAIL INFRASTRUCTURE DEVELOPMENT CORPORATION LIMITED, A JV of Ministry of Railways and Govt. of Haryana (HRIDC in abbreviation) acting through it's Managing Director or any other authorized officer and shall include their legal successors in title and permitted assignees.

"Engineer or Engineer in Charge" means the Project Head of HRIDC (Employer) or any other officer authorized by the Employer to act on his behalf and for the purpose of operating the contract.

"Engineer's Representative" means any official nominated from time to time by the HRIDC to act on his behalf.

"Contractor" means the individual, firm, Company, Corporation, Joint Venture, or Consortium whether incorporated or not, who enters into the Contract with the Employer/Engineer, and shall include its heirs, executors, administrators, successors, legal representatives, as the case may be.

"Contractor's Representative" shall mean the person responsible for execution of the contract who shall be so declared by the Contractor and who shall be authorised under a duly executed power of attorney to comply the instructions and to use, receive materials issued by the Engineer to the Contractor for works. He shall be capable of taking responsibility for proper execution of works.

"Sub-Contractor" means the individual, firm, Company, Corporation, Joint Venture or Consortium, having direct Contract with the Contractor and to whom any part of the work has been sublet by the Contractor and shall include his heirs, his executors, administrators, successors, legal representatives, as the case may be.

"Other Contractors" means the individual, firm, Company, Corporation, Joint Venture or Consortium employed by or having a Contract directly or indirectly with the Client/Employer/Engineer other than the Contractor.

"Tenderer/s or Bidder" means the individual, firm, Company, Corporation, Joint Venture or Consortium submitting a tender.

"Scheduled Bank" means a bank included in the second schedule to the Reserve Bank of India Act, 1934, or modification thereto.

"Contract" shall mean and include the Agreement or Letter of Acceptance, the accepted Bill of Quantities and Rates, the General Conditions of Contract, Special Conditions of Contract, Appendix to Tender, Form of Bid, Instructions to the Tenderers, Drawings, Specifications and other Tender Documents.

"Tender" means the offer (Technical and/or Financial) made by individual, firm, Company, corporation, Joint Venture or Consortium for the execution of the works.

"Specifications" means the specifications referred to in the Contract and any modification thereof or addition thereto, or as may from time to time be furnished or approved in writing by the Engineer.

"Drawings" means the Drawings annexed to the Contract or referred in it and shall include any modifications of such Drawings and further Drawings as may be issued or approved by the Engineer.

"Schedule of Approx. Quantities" means list of items of work, their quantities and rates.

"Original Contract Value" means the sum stated in the letter of Acceptance/Contract Agreement.

"Contract Value" means the original contract value subject to the adjustments in accordance with the provisions of the Contract.

"Temporary Works" means all enabling works of every kind required for the execution of the works.

"Permanent Work(s)/ Work(s)" means the works (other than temporary works) to be executed in accordance with the Contract or part/s thereof as the case may be and shall include extra or additional, altered or substituted items of work as required for performance of the Contract.

"Construction Plant" means all machinery, appliances or things of whatsoever nature required for the execution, completion and maintenance of the works, but does not include material or other things intended to form or forming part of the permanent works.

"Site" means the land and/or other places on, under, in or through which the works are to be carried out, and any other lands or places provided by the Client/HRIDC/Engineer for the purpose of the Contract.

"Material/s" means all equipment, components, fittings and other materials including raw materials, which form part of the permanent works.

"Test" means such tests as prescribed in the Contract or by the Engineer or Engineer's Representatives, whether performed by the Contractor or by the Engineer or his Representative, or any agency approved by the Engineer.

"Approval or Approved" means approval in writing including subsequent written confirmation of previous verbal approval.

"Defect Liability Period" means the specified period of defects liability from the date of completion of the work as certified by the Engineer.

"Letter of Acceptance" means the letter from the Employer/HRIDC or the Engineer to the Contractor, conveying acceptance of the Tender.

"Month" means the Gregorian calendar month.

"Day" means the calendar day.

"Time" expressed by hours of the clock shall be according to the Indian Standard time.

"Tender Date" means closing date fixed for receipt of tenders as per notice inviting tender or extended by subsequent notification.

"Rupees" (or Rs. Or ` in abbreviation) shall mean Rupees in Indian currency.

## 2) HEADING AND MARGINAL NOTES

The top heading and marginal notes given in the tender or Contract documents are solely for the purpose of facilitating reference and shall not be deemed to be part thereof and shall not be taken into consideration in the interpretation or consideration thereof.

Notices, consents, Approvals, Certificates and Determination.

Wherever in the Contract provision is made for giving or issue of any notice, consent, approval certificate or determination, it shall be in writing and the words notify, certify or determine shall be construed accordingly.

## 3) SINGULAR, PLURAL AND GENERAL

Words importing the singular only also include the plural and vice versa where the context requires. Similarly, words importing masculine gender also include the feminine gender.

## 4) COMMUNICATION AND LANGUAGE OF CONTRACT

Communication to be in writing

**4.1** All notices, communications, references and complaints by either party to the Contract shall be in writing in English or Hindi. **Communication from only authorised representative of the Contractor shall be entertained.**

**4.2** Language of Contract

The Contract document shall be drawn up in English.

**5) LAWS GOVERNING THE CONTRACT**

The Contract shall be governed by the laws in force in India.

**6) INSPECTION OF SITE AND SITE DATA:**

The HRIDC/Engineer shall make available with Tender Documents such data on hydrological and sub-surface conditions, if any, obtained from investigations undertaken relevant to the works. The tender shall be deemed to have been based on such data, if provided, but the Contractor shall be responsible for his own interpretation of all such data.

The Contractor shall be deemed to have inspected and examined the site and information available in connection therewith and to have satisfied himself fully before submitting his bid about the sub-surface conditions, the hydrological and climatic conditions, the extent and nature of work and materials necessary for the completion of the works, the means of access to the site and accommodation he may require. He shall also be deemed to have obtained all necessary information regarding risks, contingencies and all other circumstances which may influence or affect the contract.

**7) CONTRACTOR'S UNDERSTANDING**

The Contractor shall be deemed to have satisfied himself, before tendering, as to the correctness and sufficiency of his tender for the works and of the rates and prices stated in the Schedule of Quantities, all of which shall except in so far as it is otherwise provided in the Contract, cover all his obligations under the Contract and all matters and things necessary for the proper execution, completion and maintenance of works.

**8) PERFORMANCE GUARANTY & SECURITY DEPOSIT**

For contracts valuing upto Rs.10 lacs, no performance Guarantee shall be required to be submitted by the Contractor.

Performance Guarantee for Contracts valuing more than Rs. 10 lacs:

The successful contractor/s shall submit a Performance Guarantee (PG) in the form of irrevocable bank guarantee on the proforma annexed as Annexure-V from any Scheduled Bank for an amount of 3% (Three percent) of the contract value. The value of PG to be submitted by the Contractor will not change for variation upto 25% (either increase or decrease). In case during the course of execution, value of contract increases by more than 25% of the original contract value, an additional Performance Guarantee amounting to 3% (Three percent) for the excess value over the original contract value should be deposited by the contractor.

The successful tenderer/s shall have to submit a Performance (PG) within 21 days from the date of issue of Letter of acceptance (LOA). Extension of time for submission of PG beyond 21 days and up to 60 days from the date of issue of



LOA may be given by the authority who is competent to sign the contract agreement. However a penal interest of 12% per annum shall be charged for the delay beyond 21 days, i.e. from 22<sup>nd</sup> day after the date of issue of LOA.

In all other cases, if contractor/s fails to submit the requisite PG even after 60 days from the date of issue of LOA, the contract is liable to be terminated. In case contract is terminated HRIDC shall be entitled to forfeit Earnest Money Deposit and other dues payable against the contract. In case a tenderer has not submitted earnest money deposit on the strength of their registration as a start up recognised by department of Industrial Policy and Promotion (DIPP) under Ministry of Commerce and Industry, shall be informed to this effect. The failed contractor shall be debarred from participating in re-tender also.

Alternatively, the performance Guarantee (PG) can be furnished by the Contractor in the form of Fixed Deposit Receipt (FDR) from a scheduled bank endorsed in favour of the Employer.

The successful tenderer/s, who choose to submit FDR as performance Guarantee, should avail the facility of auto-renewal at the time of placement of initial deposit, in order to avoid loss of interest after maturity of the FDR. HRIDC will not be responsible for any loss of interest if the contractor does not opt for auto renewal facility. No claim on this account will be entertained.

PG shall be submitted by the successful Contractor/s after the letter of acceptance has been issued, but before signing of the agreement. The agreement should normally be signed within 28 days after the issue of LOA and the PG shall also be submitted within this time limit. This guarantee 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 contract or shall get the validity of PG extended to cover such extended time for completion of work plus 60 days.

No payment under the contract shall be made to the Contractor before receipt of performance Guarantee.

Failure of the successful tenderer to furnish the required performance Guarantee shall be a ground for the annulment of the award of the Contract and forfeiture of the Earnest Money Deposit.

#### **Security Deposit:**

The Security Deposit shall be 5% of the contract value. Security Deposit shall be deposited by the contractor before release of First on account bill in cash or Term Deposit Receipt issued from Scheduled bank or may be recovered @ 6% of the bill amount till the full security is recovered. Earnest Money Deposit (EMD) shall be adjusted at the last to complete full value of SD of the contract.

No interest shall be payable to the Contractor on the amount retained in cash towards security Deposit.

**Release of Performance Guarantee:**

Performance Guarantee shall be returned to the Contractor, subject to the issue of Completion Certificate by the HRIDC/Engineer in accordance with the conditions of contract and submission of unconditional “NO Claim Certificate” by the contractor/s. This shall not relieve the Contractor from his obligations and liabilities, to make good any failures, defects, imperfections, shrinkages, or faults that may be detected during the defect liability period specified in the Contract.

Wherever the contract is rescinded, the security deposit shall be forfeited and the Performance Guarantee shall be cashed and the balance work shall be got done independently without risk and cost of the failed contractor. The failed contractor shall be debarred from participating in the tender for executing the balance work.

The HRIDC shall not make a claim under the Performance Guarantee (PG) except for amounts to which HRIDC is entitled under the contract (not withstanding and/or without prejudice to any other provisions in the contract agreement) in the event of:-

1. Failure by the contractor to extend the validity of the PG as described herein above, in which event the HRIDC may claim the full amount of the PG.
2. Failure by the contractor to pay HRIDC any amount due, either as agreed by the contractor or determined under any of the Clauses/ Conditions of the agreement, within 30 days of the service of notice to this effect by HRIDC /Engineer.
3. The contract being determined or rescinded under provision of the GCC the PG shall be forfeited in full and shall be absolutely at the disposal of the HRIDC /Engineer.

**Release of Security Deposit:**

- i) The Security Deposit shall be released to the Contractor after preparation of final bill and acceptance of the same by the Contractor with unconditional “No Claim Certificate” and after the expiry of the defect liability period specified in the Contract, reckoned from the date on which the HRIDC /Engineer shall have issued the Certificate of Completion comprising the whole of works. The Security Deposit shall be released after all failures, defects, imperfections, shrinkages and faults have been rectified by the Contractor to the satisfaction of the HRIDC /Engineer and Defect Liability certificate is issued by the Engineer.
- ii) Release of 50% Security Deposit against Bank Guarantee/FDR:
- iii) **For contracts valuing less than Rs. 30 Crores:**

If requested by the contractor, 50% of the Security Deposit may be released on satisfactory completion of works against submission of Bank Guarantee for an equivalent amount by the Contractor in the performa annexed as Annexure-VI from any scheduled Bank in India. This Bank Guarantee shall be kept valid till the period of three months beyond the expiry of Defect Liability Period. Fixed Deposit Receipt (FDR) from a scheduled bank endorsed in favour of the HRIDC/Employer can be submitted by the Contractor in lieu of the Bank Guarantee for release of 50% Security Deposit.

**iv) For contracts valuing 30 Crores or more:**

If requested by the contractor, 50% of the Security Deposit may be released at a stage when full amount of Security Deposit (i.e. 5% of the contract value) has been recovered at the stage when not less than 50% financial progress has been achieved against submission of Bank Guarantee for an equivalent amount by the Contractor in the performa annexed as Annexure-VI from any Scheduled Bank in India. This Bank Guarantee shall be kept valid till the period of three months beyond the expiry of Defect Liability Period.

Where different defect liability periods are applicable to different parts of the works, the expression - "expiration of the defect liability period" shall for the purpose of this clause be deemed to mean the expiry of last of such periods.

**9) INSURANCE**

Depending on the nature of work, Contractor's All Risk (CAR) shall be obtained by HRIDC /Engineer at his own cost as per the requirement. HRIDC /Engineer may take necessary add on covers and voluntary excess specified elsewhere in the contract, which shall be binding on the Contractor. At the time of taking policy, possible time over-run, if any, may be taken into account in deciding the period/validity of the policy. The above insurance shall cover the risks normally covered under the CAR policy. Any item not covered under the above policy shall be the responsibility of the Contractor.

Contractor's claims, if any, shall be entertained within the scope of Insurance policy taken by HRIDC /Engineer. This will be subject to:-

Risk covered and voluntary excess selected by HRIDC /Engineer.

Claims on realisation shall be passed to the Contractor according to value of the claims accepted by the insurance company for his damaged portion of work after deducting 15% towards services rendered by HRIDC /Engineer for processing the claim(s). The amount so disbursed to the Contractor(s) shall be limited to the amount calculated on the basis of his accepted rates in the contract with the HRIDC /Engineer.

Before commencing of works, it shall be obligatory for the Contractor to obtain, at his own cost, insurance cover in the joint name of the Contractor and HRIDC from reputed companies under the following requirements:

Liability for death of or injury to any person or loss of or damage to any property (other than the work) arising out the performance of the Contract.

Construction Plant, Machinery and Equipment brought to site by the Contractor.

Any other insurance cover as may be required by the law of the land.

The Contractor shall provide evidence to the HRIDC /Engineer before commencement of work at site that the insurances required under the contract have been affected and shall within 60 days of the commencement date, provide the insurance policies to the HRIDC /Engineer. The Contractor shall, whenever, called upon, produce to the HRIDC /Engineer or his representative the evidence of payment of premiums paid by him to ensure that the policies indeed continue to be in force.

The Contractor shall also obtain any additional insurance cover as per the requirements of the Contract.

The HRIDC /Engineer shall not be liable for or in respect of any damages or compensation payable to any workman or other person in the employment of the Contractor or his sub-contractor or petty contractor. The Contractor shall indemnify and keep indemnified the HRIDC /Engineer against all such damages and compensation for which the Contractor is liable.

The Policies of the Contractor shall remain in force throughout the period of execution of the works and till the expiry of the defect liability period except for any specific insurance covers necessary for shorter period.

If the Contractor fails to effect or keep in force or provide adequate cover as acceptable to the HRIDC /Engineer in the insurance policies mentioned above, then in such cases, the HRIDC /Engineer may effect and keep in force any such insurance or further insurance on behalf of the Contractor. The recovery shall be made at the rate of 1.5 times the premium/premiums paid by the HRIDC /Engineer in this regard from the payment due to the Contractor or from the Contractor's Performance Guarantee. However, the Contractor shall not be absolved from his responsibility and/or liability in this regard.

## 10) COMMUNICATION BETWEEN EMPLOYER/ENGINEER AND CONTRACTOR

### **Instructions in writing**

Instructions given by the HRIDC shall be in writing, provided that if for any reason the HRIDC /Engineer considers it necessary to give any instructions orally, the Contractor shall comply with such instructions. Confirmation in writing of such oral instruction given by the HRIDC /Engineer, whether before or after carrying out of the instructions shall be deemed to be instructions within the meaning of this sub-clause.

The Contractor shall also be bound to carry out any instructions issued by Client as confirmed in writing by the HRIDC /Engineer.

All certificates, notices, written orders or letters, to be given by the HRIDC or the Engineer to the Contractor, shall be deemed to have been served, if the same are

---

delivered to the Contractor or his authorized representative, or delivered or left at or posted by speed post/ registered post to the given address of the Contractor or Contractor's registered office or principal place of business and essentially delivering the same by e-mail to the HRIDC duly attached with scanned copy of such certificates, notices, written orders or letters and Proof of Dispatch (POD) with a copy to HRIDC on nominated e-mail address. Such documents shall be deemed to have been received on the day they are left or delivered, or in the case of postal transmission, on the day they would ordinarily have reached but not exceeding 7 days from the date of posting inclusive of day of posting, in any case.

The contractor shall furnish his postal address/ registered office address and e-mail address for communication.

### **Notices to HRIDC and Engineer**

All notices or letters to be given by the contractor to the HRIDC or to the Engineer, under the terms of the contract, shall be served by sending by Speed/Registered post or by delivering the same, to the respective nominated addresses and essentially delivering the same by e-mail to the HRIDC /Engineer duly attached with scanned copy of such notice (s) or letters and Proof of Dispatch (POD) with a copy to HRIDC on nominated e-mail address..

### **Change of Address**

Either party may change the nominated address by prior written notice to the other party. However, either party shall not change their e-mail address during currency of the contract without obtaining prior obtaining mutual consent for doing so.

### **Change in constitution of Firm**

In case of any change in the constitution of Contractor's firm, the same shall forthwith be notified by the Contractor to the HRIDC /Engineer.

## **11) DUTIES OF ENGINEER AND ENGINEER'S REPRESENTATIVE**

### **Duties and Authority of Engineer**

The HRIDC /Engineer shall carryout the duties specified or implied in the Contract including issue of instructions, decisions, certificates and orders, as are specified in the contract, or necessary for the observance/administration of the Contract and expeditious and timely completion of the work.

### **Duties and authority of Engineer's Representative**

The HRIDC /Engineer's Representative shall be responsible to the HRIDC /Engineer. His duties are to supervise the work and to test and examine any materials to be used or workmanship employed in connection with the works. He can issue day to day instructions to the Contractor in Site Order Book, which should be noted and complied

by the Contractor. He shall have no authority to relieve the Contractor of any of his duties or obligations under the Contract, nor except as expressly provided hereunder or elsewhere in the Contract, to order any work involving delay or any extra payment by the Employer, nor to make any variation of or in the works. He is authorised to measure the works for the purpose of payment.

## 12) GENERAL OBLIGATIONS OF THE CONTRACTOR

### General Responsibility of the Contractor

The Contractor shall comply with the provisions of the Contract with due care and diligence design (to the extent provided for in the Contract), execute, complete and maintain the works and remedy the defects in accordance with the provisions of the Contract. The Contractor shall provide all superintendence, labour, materials, plant, & Equipment and all other things, whether of a temporary or permanent nature, required in and for such design, execution, completion and maintenance of works and rectification of any defects, as directed by the Engineer or his Representative.

### Site Operations and Methods of Construction:

The Contractor shall take full responsibility for the adequacy, stability and safety of all site operations and method of construction. Provided that the Contractor shall not be responsible for the design and specifications of Permanent works or for the design or specifications of any temporary works provided by the Engineer. Where the Contract expressly provides that part of the Permanent Works shall be designed by the Contractor, he shall be fully responsible for that part of such works, notwithstanding any approval by the Engineer.

### Appraisal of Errors / Omissions in the Drawings:

The Contractor shall promptly inform in writing to the HRIDC /Engineer of any error, omission, fault and other defects, in the design, drawings or specifications for the works which are noticed while reviewing the Contract documents or in the process of execution of the works.

### Compliance with Regulations and Bye-laws:

The Contractor shall comply with the statutory provisions relating to the works, regulations and by-laws of any local authority and undertaking, including those controlling the utilities such as water supply, sewerage, telephones, power supply, etc., in whose jurisdiction the work is to be executed. The Contractor shall be bound to give all notices required by statute, regulations or bye-laws, as aforesaid. It shall be the responsibility of the Contractor to arrange all necessary clearances and approvals from the concerned authorities or undertakings before the work is taken up. However, assistance, if any, may be provided by HRIDC /Engineer /Client.

### Contract Agreement:

The Contractor shall enter into and execute the Contract Agreement in the form of agreement (Annexure-I) within 28 days from the date of issue of Letter of Acceptance. The stamp papers of the requisite value as per the prevailing laws shall be provided by the Contractor at his own cost. Original agreement shall be retained by the HRIDC /Engineer and a certified copy shall be made available to the Contractor.

Contractor's Representative

When the Contractor is not in a position to be present, he shall keep responsible representative at site or work place during all working hours, who shall, on receiving a reasonable notice, present himself to the HRIDC /Engineer, Engineer's Representative or their Assistants. The instructions and orders given to the Contractor's representative shall be deemed to have the same force as if they have been given to the Contractor. The Contractor should furnish the necessary Power of Attorney in favour of his representative for the purpose of this clause. Failure on part of the Contractor to comply with this provision shall constitute a breach of Contract and may lead to action under contract conditions.

### 13) SUBCONTRACTING

The Contractor shall not subcontract the whole of the works. Except where otherwise provided in the Contract, the Contractor shall not subcontract any part of the works without the prior consent of the HRIDC /Engineer in writing. Any such consent shall not relieve the Contractor from any of his liability or obligation under the Contract and he shall be responsible for the acts, defaults and neglects of any subcontractor, his representative, servants or workmen as fully as if they were the acts, defaults or neglects of the Contractor.

Provided that the Contractor shall not be required to obtain such consent for

The provision of labour, or

The purchase of materials which are in accordance with the specifications/standards specified in the Contract, or

The subcontracting of any part of the works for which the subcontractor is named in the contract.

The purchase of Plants and Equipment for execution of the works.

The hiring of Plants and Equipment for execution of the works.

Any breach of the above conditions shall entitle the Employer/Engineer to rescind the contract.

Provided always that execution of specific works by petty contractors, or on piecework basis, under the personal supervision of the Contractor, shall not be deemed to be subcontracting under this clause.

**14) PROVISIONS OF EFFICIENT AND COMPETENT STAFF**

The Contractor shall employ and keep on the works at all times efficient and competent staff to give necessary directives to his workers to see that they execute works in a safe and proper manner. The Contractor shall employ only such supervisors and workmen as are capable, careful, and skilled. The Engineer shall be at liberty to object to and order the Contractor to remove forthwith from the works, any person employed by the Contractor in or about the execution of works or maintenance of works, who, in the opinion of the HRIDC /Engineer, misconducts himself or is incompetent or negligent in the proper performance of his duties or whose employment is otherwise considered by the HRIDC /Engineer to be undesirable and such person shall not be employed again in the works without the written permission of the HRIDC. Any person so removed from the works shall be replaced as soon as possible by a competent substitute.

**15) PROGRAMME OF WORK**

The Contractor shall submit the programme for completion of work to the HRIDC /Engineer for his approval within 15 days from the date of receipt of letter of acceptance. Unless otherwise directed, the programme shall be in the form of Bar-Chart showing proposed execution of quantities of principal items of work. The programme shall be related to the capability of equipment proposed to be deployed and site conditions. The Contractor shall also provide in writing methodology for execution of major items of work as desired by the HRIDC /Engineer. The submission and approval of such programme shall not relieve the Contractor of any of his duties or responsibilities or obligations under the contract. The HRIDC /Engineer shall have full power and authority during the progress of work, to issue such instructions as may be necessary for the proper and adequate execution of the work.

**16) COMMENCEMENT OF WORK**

The Contractor shall commence the works within the time limit as specified in the Letter of Acceptance.

**17) ACCESS TO SITE OF WORK**

Access to HRIDC /Engineer

The HRIDC /Engineer or the Engineer's Representative, shall at all times have access to the works and to all workshops and places, where work is being performed and from where materials, manufactured articles or machinery are being obtained for the works, and the Contractor shall afford every facility and every assistance in obtaining the right to such access.

Access Road

The Contractor shall provide necessary access roads to the site of work, from the nearest public thoroughfare/right of way, at his own cost, unless otherwise provided for in the contract.



## 18) SETTING OUT

The Contractor shall be responsible for the true and proper setting out of the works using his own survey instruments, appliances and labour. If at any time during the progress of works, any error appears or arises in any part of the work, the Contractor on being required to do so by the HRIDC /Engineer, shall at once rectify such error, to the satisfaction of the HRIDC /Engineer. The Contractor shall also provide all necessary assistance in the form of labour and materials to HRIDC /Engineer or his representatives for checking the set out with his own instruments. The checking of any setting out, or of any line or level by the HRIDC /Engineer Engineer's representative shall not in any way relieve the Contractor of his responsibility for the correctness thereof. The Contractor shall carefully protect and preserve all bench marks, reference pillars, pegs, and other things used in setting out the works.

## 19) TEMPORARY WORKS

All temporary works necessary for the proper execution of the works shall be provided and maintained by the Contractor at his own cost. All detailed working drawings, design, design calculations and fabrication drawings for important temporary works as decided by the HRIDC /Engineer, shall be prepared by the Contractor at his own cost and forwarded to the HRIDC /Engineer at least 30 days in advance of actual constructional requirements for his approval. Such approval shall not, however, relieve the Contractor of any of his responsibility in connection with the temporary works.

When the temporary works are no longer required, the Contractor shall remove the same at his own cost. In the event of failure on the part of the Contractor to remove the temporary works, the HRIDC /Engineer will cause them to be removed and cost incurred for removal, supervision, and other incidental charges shall be recovered from the Contractor.

## 20) SPECIFICATIONS AND DRAWINGS

The Contractor shall keep at site in good condition one copy of latest approved Specifications and Drawings and also such other Contract documents as may be necessary and make them available to the Client/ HRIDC /Engineer or his Representative at all reasonable times. Any specification & drawing shall not be used on any other work or communicated to a third party by the Contractor.

### Adherence to Specifications and Drawings

The work shall be executed in perfect conformity with the specifications and drawings of the Contract issued to the Contractor by the Engineer from time to time. If the Contractor does any work or part of work in a manner contrary to the specifications or drawings without the approval of the Engineer, he shall bear all the costs arising there from including dismantling and reconstruction strictly in accordance with the specifications and drawings and shall be responsible for all the losses/delays to the HRIDC/Engineer. The term drawings in this sub-clause also include the drawings prepared by the Contractor and approved by the Engineer.

### Meaning& Intent of Specifications and Drawings

If any ambiguity arises as to the meaning and intent of any portion of the specifications and drawings or as to execution or quality of any work or material or as to the measurement of the works, the decision of the Engineer thereon shall be final and binding.

## **21) INDEMNITY BY THE CONTRACTOR**

### **21.1 Indemnity against all actions of Contractor**

The Contractor shall hold and save harmless and indemnify the Client/ HRIDC /Engineer and their employees, from all actions, suits, proceedings, loss, costs, damages, charges, claims and demands of every nature and description brought against or recovered from the Client/ HRIDC /Engineer and their employees by reason of any act or omission of the Contractor and/or his representative and/or his Employees and/or his sub-contractors in the execution of the works or in the guarding of the same. All the sums payable by Client/ HRIDC /Engineer by way of compensation under any of these conditions, shall be recovered from the dues of the Contractor, without reference to the actual loss or damage sustained, and whether or not any damage shall have been sustained.

### Indemnity against all Claims of Patent rights and Royalties

The Contractor shall hold and save harmless and indemnify the Client/ HRIDC /Engineer, his officers and Employees from and against all claims and proceedings for or on account of infringement by the Contractor of copyright, any patent rights, design, trademark or name, secret process, patented or unpatented invention, articles or appliances manufactured or used for or in connection with the works and from and against all claims, proceedings, costs, damages, charges, and expenses whatsoever in respect thereof or in relation thereto. The Contractor shall pay all royalties, taxes, rent and other payments or compensation, if any, for getting the materials required for the works and due fulfilment of the contract and indemnify Client/ HRIDC /Engineer against any claims in this regard.

## **22) DAMAGE TO LIFE AND PROPERTY:**

The Contractor shall be responsible for all risks to works, nearby existing structures and life of his supervisors and workmen as also those of HRIDC/Client or any trespassers from whatever cause in connection with the works until these are taken over by Client/ HRIDC/ Engineer. The Contractor shall make good at his own expenses all loss or damages to life and property.

## **23) SAFETY OF PUBLIC AND PUBLIC UTILITIES**

- i)** Existing road or water courses or any other utility shall not be blocked, cut through, altered, diverted or obstructed in any way by the Contractor, except with the permission of the Engineer. All compensation claimed by any Department/Organisation for any

unauthorized closure, cutting through, alteration, diversion or obstruction to such roads or water courses by the Contractor or his staff shall be recovered from any moneys due to the Contractor.

- ii)** During progress of work in any street or thoroughfare, the Contractor shall make adequate provision for the passage of traffic, for securing safe access to all premises approached from such street or thoroughfare and for any drainage. Water supply, sewer lines, Electrical and Telecommunication cables/wires etc. which may be interrupted by reason of execution of works shall be protected/diverted and maintained by the Contractor at his own cost. Barriers, lights and other safeguards as prescribed by the HRIDC /Engineer for the regulation of traffic including watchmen necessary to prevent accidents shall be provided by the Contractor at his own cost.
- iii)** The Contractor shall be responsible for taking all precautions to ensure safety of the public utilities and public in the vicinity of works and shall post such watchmen at his own cost as may, in the opinion of the HRIDC /Engineer, be necessary to comply with the regulations applying to the work and to ensure safety.
- iv)** Should the Contractor fail to implement the provisions as required in the above sub-clauses, the HRIDC /Engineer may provide necessary arrangements and the cost of the same shall be recovered from the Contractor's payments/dues.

## **24) OTHER SAFETY PROVISIONS**

### **24.1 Safety of Labour and others**

The Contractor shall, at his own expense, arrange for the safety provisions as required by any law in force, in respect of the labour employed directly or indirectly for performance of the works, and shall provide all facilities in connection therewith.

### **24.2 Safety of works**

The Contractor shall provide and maintain at his own cost, all lights, guards, signage, signalmen, fencing and watching arrangements when and where necessary, or as required by the Engineer for the protection of the works or for safety and convenience of those employed on works or of the public.

- 24.3** Mere observance of these precautions shall not absolve the Contractor of his liability in case of loss or damage to property, or injury to or death of any employee/labour of Contractor, Client or Employer/Engineer or any member of the public.

### **24.4 Recovery of the cost from the Contractor**

Should the Contractor fail to implement the provisions as required in the preceding sub-clauses 24.1 & 24.2, the HRIDC /Engineer may provide necessary arrangements and the cost of the same shall be recovered from the Contractor's payments/dues.

**25) PROTECTION OF ENVIRONMENT**

During execution of works, the Contractor and his sub-contractors, petty contractors shall abide at all times by all existing enactments on environmental protections and rules made there under, regulations, notifications and bye-laws of the State or Central Government or local authorities and any other law, bye-law, regulation that may be issued in this respect in future by the State or Central Government or local authority. Salient features of some of the laws that are applicable are given below:-

- i)** The Water (Prevention and Control of Pollution) Act, 1974: This provides for the prevention and control of water pollution and maintaining and restoring of wholesomeness of water. "Pollution" means such contamination of water or such alteration of the physical, chemical or biological properties of water or such discharge of any sewage or trade effluent or of any other liquid, gaseous or solid substance into water (whether directly or indirectly) as may, or is likely to, create a nuisance or render such water harmful or injurious to public health or safety, or to domestic, commercial, industrial, agricultural or other legitimate uses, or to the life and health of animals or plants or of aquatic organisms.
- ii)** The Air (Prevention and Control of Pollution) Act, 1981: This provides for prevention, control and abatement of air pollution. "Air Pollution" means the presence in the atmosphere of any "air pollutant", which means any solid, liquid or gaseous substance (including noise) present in the atmosphere in such concentration as may be or tend to be injurious to human beings or other living creatures or plants or property or environment.
- iii)** The Environment (Protection) Act, 1986: This provides for the protection and improvement of environment and for matters connected therewith, and the prevention of hazards to human beings, other living creatures, plants and property. Environment includes water, air and land and the inter-relationship which exists among and between water, air and land, other living creatures, plants, micro-organism and property.
- iv)** The Public Liability Insurance Act, 1991: This provides for public liability insurance for the purpose of providing immediate relief to the persons affected by accident occurring while handling hazardous substances and for matters connected herewith or incidental thereto. Hazardous substance means any substance or preparation which is defined as hazardous substance under the Environment (Protection) Act, 1986, and exceeding such quantity as may be specified by notification by the Central Government.

**26) CARE OF WORKS**

From the commencement of the work until completion, acceptance and final takeover of the works by the HRIDC /Engineer, the Contractor shall take full responsibility for the care of all works including temporary works. In case any damage, loss or injury happens to the work or to any temporary works from any cause whatsoever, the Contractor shall at his own cost repair and make good the same so that on completion and at the time of final take over, the work shall be in good condition and in conformity in every respect with the requirements of the contract and the HRIDC /Engineer's instructions.

**27) USE OF EXPLOSIVES**

Explosives shall not be used on the works or site by the Contractor without the written permission of the HRIDC /Engineer and only in the manner and to the extent such permission is given. When explosives are required for works they shall be stored in a special magazine, to be provided by the Contractor at his own cost, in accordance with the provisions of law on Explosives. The Contractor shall take all precautions in using the explosives and prevent damage to nearby properties and utilities. The Contractor shall also obtain necessary license for the storage and the use of explosives from the concerned authorities. All operations in which or for which explosives are used shall be at the risk and responsibility of the Contractor and the Contractor shall indemnify the Client/ HRIDC /Engineer and their employees in respect thereof.

**28) OCCUPATION AND USE OF LAND**

No land belonging to or in the possession of the Client/ HRIDC /Engineer shall be occupied by the Contractor without written permission of the HRIDC. The Contractor shall not use, or allow the site to be used for any purpose other than that of executing the works.

**29) EXCAVATED MATERIALS**

The Contractor shall not use, sell or otherwise dispose off, or remove, except for the purpose of this Contract sand, clay, ballast, earth, rock or any other substance or materials, which may be obtained from any excavation made. All such items shall be the property of the HRIDC /Engineer. The Contractor may be permitted by the HRIDC /Engineer to use the same for the purpose of works on mutually agreed payment terms.

**30) RELICS AND TREASURES**

All gold, silver, coins, oil and other minerals of any description, and precious stones of all kinds, treasures, antiques, fossils and other similar things, which shall be found in or at site, shall be the property of the HRIDC /Engineer and the Contractor shall duly preserve the same to the satisfaction of the HRIDC /Engineer, and from time to time deliver the same to such person or persons, as the Client/ HRIDC /Engineer may appoint to receive the same.

**31) CO-OPERATION WITH OTHER CONTRACTORS**

The Contractor shall in accordance with the requirements of the HRIDC /Engineer, cooperate with and afford all reasonable opportunities for carrying out the work by other Contractors engaged by the Client/ HRIDC /Engineer or any other Authority.

**32) WORK DURING NIGHT**

Unless specifically provided elsewhere in the Contract, the Contractor shall not carry out any work between sunset and sunrise without the prior permission of the HRIDC

/Engineer. In case of any grave emergency or in order to avoid risk to property and life or to prevent damage to utilities or to restore them, work may be done at night also without the prior permission of the Engineer, but intimation to this effect should be sent to him immediately. No increase in rates or extra payment shall be admissible for the night work. The Contractor shall make adequate lighting and safety arrangements for night working. He shall also be responsible for any claim on account of any injury to or loss of life, of any one, arising out of inadequate lighting, safety arrangements or due to any other failure of the Contractor.

**33) SHEDS, STORES, YARDS**

The Contractor shall at his own expense provide and maintain sheds, store-houses and yards at such locations and in such numbers as in the opinion of the Engineer are necessary for carrying out the works. The Engineer and the Engineer's representatives shall have free access to the said sheds, storehouses and yards at any time for the purpose of inspecting the stock of materials and plant so kept in hand. Any materials or plant which the Engineer may object to shall not be brought upon or used in the works and shall forthwith be removed from the sheds, storehouses or yards by the Contractor.

**34) HRIDC /ENGINEER's MATERIALS**

**34.1 Materials to be supplied by the HRIDC /Engineer**

After the acceptance of tender, the Contractor shall make request in writing to the HRIDC /Engineer for the materials to be supplied by the HRIDC /Engineer, if any, in accordance with the approved programme for execution of works.

**34.2 Cost to be borne by Contractor**

The materials shall be issued to the Contractor at the Engineer's depots or near the project site. The Contractor shall bear the cost of loading, transporting to site, unloading, storing safely under cover, as required.

**34.3 Return of surplus materials**

All surplus materials issued to the Contractor by the HRIDC /Engineer for use, incorporation or fixing in the works (including preparatory works, if any) shall, on completion of or before closure of works, be returned by the Contractor at his expense. However, the materials considered unserviceable by the HRIDC /Engineer shall not be taken back.

**34.4 Credit for returned materials**

Surplus materials returned by the Contractor in acceptable condition to the HRIDC /Engineer shall be credited to the Contractor by the HRIDC /Engineer.

**34.5 Accountable of the materials issued by the HRIDC /Engineer including recovery etc. shall be in accordance with the Special Conditions of Contract.**

**35) TOOLS, PLANT AND EQUIPMENT**

Except for any specific item mentioned in the contract, the Contractor shall have to make his own arrangements, at his own cost, Plant, Machinery and Equipment required for execution and completion of all works to the entire satisfaction of the HRIDC /Engineer. This shall also include all other associated equipment, tools/tackles, spare parts, POL, consumables, stores, manpower as required for the execution of works.

**36) PLANT AND MATERIALS OF THE CONTRACTOR**

**36.1 Contractor's plant/materials at site to be exclusive to the work**

All constructional plant and materials brought on the site by the Contractor be deemed to be exclusively intended for the execution of the work or part of the work and the Contractor shall not remove the same without the permission of the HRIDC/ Engineer till completion of work or part of work.

**36.2 Removal of constructional plant/materials from site**

Upon completion of the works, the Contractor shall remove from the site all the said constructional plant remaining thereon and unused materials belonging to the Contractor.

**36.3 Loss or damage to constructional plant/materials**

The HRIDC/Engineer shall not at any time be liable for the loss of or damage to any of the said constructional plant, temporary works or materials.

**36.4 Assistance to Contractor for re-export of plant**

In respect of any constructional plant which the Contractor shall have imported for the purposes of the works, the HRIDC/Engineer may assist the Contractor, where required in procuring any necessary government consent for re-export of such constructional plant by the Contractor after the completion of the works.

**36.5 Assistance to Contractor for customs clearance**

The HRIDC/Engineer may assist the Contractor, where required, in obtaining clearance through the customs of constructional plant, material and other things required for the works. This shall not dilute in any way the Contractors' obligations and responsibilities under the contract.

**37) CONTRACTOR TO KEEP SITE CLEAR**

During the progress of works, the Contractor shall keep the site reasonably clean and free from obstructions and shall store neatly construction plant and materials.

### **38) HEALTH AND SANITARY ARRANGEMENTS FOR WORKERS**

No quarters shall be provided by the HRIDC/Engineer for the accommodation of Contractor or any of his staff employed on works.

#### **Provision of labour Camp**

The Contractor, shall, at his own expense, make adequate arrangements for the housing, supply of drinking water, electricity, canteen and provision of latrines and urinals, for his staff and workmen employed on the work, directly or through petty Contractors or sub-Contractors and for temporary crèche (Bal-mandir) where 50 or more women are employed at a time. All camp sites shall be maintained in clean and good sanitary conditions, by the Contractor, at his own cost.

#### **Compliance with Rules for employment of labour**

The Contractor shall comply with all laws, bye-laws, rules and regulations in force, pertaining to employment of local or imported labour, and shall take all necessary precautions to ensure and preserve the health and safety of all staff/workmen, employed on the works directly or through petty Contractors or sub-Contractors.

#### **Medical facilities at site**

The Contractor shall, at his own cost, provide first aid and medical facilities at site as may be prescribed by the HRIDC/Engineer.

#### **Use of Intoxicants**

No sale of alcoholic drinks and/or intoxicating drinks or drugs shall be permitted by the Contractor at or near the site. The Contractor shall also ensure that no labour or employee is permitted to work at the site in an intoxicated state or under the influence of any drugs or drinks.

### **39) ENGAGEMENT OF LABOUR**

The Contractor shall make his own arrangements for the engagement of all labour, except as provided otherwise in the contract.

The Contractor shall not employ any labour below the age prescribed in any labour legislation, directly or through petty Contractors or sub-Contractors, for execution of the work.

### **40) WAGES OF LABOUR**

#### **40.1 Wages under relevant laws**



In dealing with labour and employees, the Contractor and his subcontractors (including piece rate and petty Contractors) shall comply fully with all laws and statutory regulations such as -

Workmen's Compensation Act, 1923  
Payment of Gratuity Act, 1972  
Employees Provident Funds and Miscellaneous Provisions Act, 1952  
Maternity Benefits Act, 1951  
Contract Labour (Regulations and Abolition) Act, 1970  
Minimum Wages Act 1948  
Payment of Wages Act 1936  
Equal Remuneration Act 1979  
Payment of Bonus Act 1965  
Industrial Dispute Act 1947  
Industrial Employment (Standing Orders) Act 1946  
Trade Union Act 1926  
Child Labour (Prohibition and Regulation) Act 1986  
Inter-State Migrant Workmen (Regulation of Employment and Conditions of Service) Act 1979

The Buildings and Other Construction Workers (Regulation of Employment and Conditions of Service) Act 1996 and Cess Act of 1996. The Factories Act 1948.

and other laws or Regulations framed by competent legislative authorities from time to time as may be applicable. In accordance with the various Acts and Regulations with all up to date amendments, the Contractor shall ensure that he and his subcontractors (including petty and piece rate Contractors) observe strictly inter-alia the following:

Wages paid are not less than those prescribed.  
Wages and other dues are paid regularly and in time.  
Liens/licenses are obtained as required under any of the acts or regulations.  
Maintain prescribed records, submit necessary statements to authorities concerned and display required notices.  
Take prompt action on any instructions / directions from the authorities under various labour laws.

#### **40.2 Claims on account of violation of labour laws**

If any moneys shall as a result of any instructions, directions or decisions from the authorities or claim or application made under any of the labour laws or regulations be directed to be paid by the HRIDC/Engineer because of any failure of the Contractor, such moneys shall be deemed to be moneys payable to the HRIDC/Engineer by the Contractor and on failure of the Contractor to repay the HRIDC/Engineer any moneys paid or to be paid as aforesaid within seven days after the same shall have been demanded, the HRIDC/Engineer shall be entitled to recover the amount from any moneys due or becoming due to the Contractor under this or any other contract with the HRIDC. The HRIDC shall not be bound to contest any such claim or demand unless the Contractor makes a written request for it, and Contractor's reasons for contesting are considered reasonable by the HRIDC and the Contractor deposits the full cost that the HRIDC may have to incur in contesting the case.

**41) REPORTING OF ACCIDENTS INVOLVING LABOUR**

The Contractor shall be responsible for safety of all employees/labour employed by him on works, directly or through petty Contractors or sub-Contractors and shall report accidents, occurring on works to the HRIDC/Engineer or the Engineer's representative, and shall make every arrangement to render all possible assistance and to provide prompt and proper medical attention. In case of fatal accident, it will be Contractor's responsibility to report accident to police keeping the HRIDC/Engineer advised of the same. The compensation for affected workers or their relatives shall be paid by the Contractor in such cases with utmost expedition in accordance with the Workmen's Compensation Act.

**42) SUPPLY OF WATER AND ELECTRIC POWER**

Unless otherwise provided elsewhere in the Contract, the Contractor shall be responsible for making arrangements at his own cost to obtain supply of water and/or electrical power, necessary for execution of the works and during defect liability period. In the event the HRIDC is in a position to supply water or electrical power, or both, required for works, such supply shall be given only at one point. The cost of making necessary arrangements to the HRIDC's distribution system and laying of necessary pipe line, specials, valves, meters etc. for water supply or the laying of underground/overhead conductor, circuit protection, electric power meters and transmission structures in case of electric power shall be borne by the Contractor. The Contractor shall also bear the running cost of water and power supplied, the rates for which shall be determined and notified by the HRIDC. The decision of the HRIDC on such cost shall be final and binding. Any increase in water/power tariff by supplying agencies shall also be borne by the Contractor.

**43) REPAIR TO DAMAGES**

The Contractor shall be responsible for rebuilding/repairs of any damage by any reasons not attributable to the design defect (where design is supplied by HRIDC/Engineer /Client) during execution of works or Defect Liability Period. In case the Contractor is unable or unwilling to execute such repair works promptly, the HRIDC/Engineer may get the same done by engaging another agency or using labour, materials and resources as may be considered necessary and the cost of such remedial works shall be recovered from the Contractor's dues. The decision of the Engineer regarding reasons of the damage shall be final and binding.

**44) IMPLEMENTATION OF QUALITY, SAFETY, HEALTH AND ENVIRONMENT MANAGEMENT SYSTEM**

Contractor shall provide and ensure the use of safety gadgets like Safety- shoes, helmets, gloves, jackets, mask etc. as required for all workers and staff. The Contractor shall

provide and erect safety barricades as required, display safety posters and instructions regarding safety.

The Contractor shall prepare a Project Safety Manual and get it approved by the Project Head. The Contractor will own the ultimate responsibility of all aspects of Safety, Health and Environmental upkeep of the work place and its surroundings.

The Contractor will facilitate safety checks and checks on compliance to all the norms as per the Project Safety Manual by PH or the nominated Safety Officer at regular interval.

The HRIDC may, at their discretion undertake such corrective measures as deemed fit for immediate restoration of safe conditions at the work place at the cost of the Contractor and recover the cost from Contractor's running bills. The contractor will keep the HRIDC indemnified against any corrective action by the HRIDC. In addition to such recourse, the penalty for each violation will be enforced as under, without issuing any show cause notice for the same:-

S. N.	Nature of Violation	Penalty
1.0	Non preparation of Site Safety Plan before the first running bill.	Rs. 10,000/-
2.0	Violation of safety norms pointed out by inspecting officials, such as deficient documentations or safety gadgets or lack of supervision/ process control etc.	Rs.10,000/- for each violation subject to maximum 1%of the Contract value in all.
3.0	Injury to worker leading to stoppage of work	Rs. 25,000/- for each case
4.0	Fatalities to workers at work related accidents	Rs. 5.0 Lakh for each mortality
5.0	Repetition of violation	May lead to termination of work

The Contractor shall arrange timely calibration of all his measuring and testing equipment at his own cost from reputed laboratory and supply of calibration certificates to the HRIDC/Engineer.

The Contractor shall ensure maintenance and overhauling of all his plant and machinery as per guidelines issued by manufacturer/ vendor/ HRIDC/Engineer.

The Contractor shall arrange to provide test certificates issued by manufacturers of materials supplied by him and also arrange the testing of materials from approved laboratory at his own cost, as required and supply test certificates to the HRIDC/Engineer.

The Contractor shall provide work instructions/ check lists for proper execution of work. The Contractor shall also maintain all relevant records and documents properly and same shall be made available to the HRIDC/Engineer as required.

#### **45) MATERIALS AND WORKMANSHIP**

##### **45.1 Material and workmanship as per Specifications**

- i.** All materials and workmanship shall be as per the contract and in accordance with the HRIDC's instructions and shall be subjected to such tests as the HRIDC may direct. The Contractor shall provide all such assistance, instruments, machines, labour and materials required for examining, measuring and testing any work and materials used. The Contractor shall supply samples of material before incorporating in the works for testing as may be selected and required by the HRIDC. The cost of such test shall be borne by contractor.
- ii.** The sources of materials to be used in the works shall be intimated to the HRIDC/Engineer and are subject to his approval.

##### **45.2 Supply of sample**

All samples shall be supplied by the Contractor at his own cost.

##### **45.3 Cost of tests of Materials and Workmanship**

The cost of carrying out any tests in a reputed laboratory as acceptable to the HRIDC/Engineer shall be borne by the Contractor except for the materials to be supplied by the HRIDC.

#### **46) REMOVAL OF IMPROPER MATERIALS AND WORKS**

- i.** The HRIDC shall have the authority to order in writing from time to time:

The removal from site within specified time, of any material, which in the opinion of the HRIDC, is not in accordance with the Specifications and Conditions of the Contract.

The substitution of defective material by approved quality material; and

The removal and proper re-execution, notwithstanding any previous decision or interim payment thereof, of any work which in respect of materials or workmanship is not, in the opinion of the HRIDC, in accordance with the contract.

In case of default on the part of the Contractor in carrying out such order, the HRIDC shall be entitled to get the same done by engaging another agency or by deploying labour, materials and other resources. All such cost shall be recovered from the Contractor's dues.

**47) EXAMINATION OF WORK BEFORE COVERING UP**

No work or part of work shall be covered up or put out of view, without the prior approval of the HRIDC/Engineer or the Engineer's representative. If any work shall be covered up or put beyond the reach of inspection/measurement without the prior approval of the HRIDC/Engineer or Engineer's representative, the same shall be uncovered by the Contractor at his own cost.

**48) SUSPENSION OF WORKS ORDERED BY THE ENGINEER**

The Contractor shall, on the order of the HRIDC/Engineer, suspend the works or any part thereof, for such time, and in such manner, as the HRIDC/Engineer may consider necessary, and shall during such suspension, properly protect and secure the works so far as it is necessary in the opinion of the HRIDC/Engineer.

The Contractor shall not be entitled to extra cost, if any, incurred by him during such suspension if such suspension is on account of weather conditions or requirement for execution of works or provided for in the Contract or for less than 30 days at a time for any other reason. The Contractor shall, however, be entitled for extension of time for completion of work as the HRIDC/Engineer may consider proper having regard to the period of suspension. However, if the suspension is ordered by the HRIDC/Engineer due to any default of the Contractor such as defective materials, workmanship etc., the Contractor shall not be entitled to any extension or extra cost incurred.

**49) DELAY AND EXTENSION OF CONTRACT PERIOD**

The time allowed for execution and completion of the works or part of the works as specified in the contract, shall be essence of the contract on the part of the Contractor.

As soon as it becomes apparent to the Contractor, that the work and / or portions thereof (required to be completed earlier), cannot be completed within the period(s) stipulated in the contract, or the extended periods granted, he shall forthwith inform the HRIDC/Engineer and advise him of the reasons for the delay, as also the extra time required to complete the works and / or portions of work, together with justification thereof. In all such cases, whether the delay is attributable to the Contractor or not, the Contractor shall be bound to apply for extension well within the period of completion/extended period of completion of the whole works and / or portions thereof.

Extension due to modifications

If any modifications are ordered by the HRIDC or site conditions actually encountered are such, that in the opinion of the HRIDC the magnitude of the work has increased materially, then such extension of the stipulated date of completion may be granted, as shall appear to the HRIDC/Engineer to be reasonable.

Delays not due to HRIDC /Contractor.

If the completion of the whole works (or part thereof which as per the contract is required to be completed earlier), is likely to be delayed on account of:

Any force majeure event referred to in Clause 71.0 or

Delay on the part of other Contractors engaged directly by the HRIDC, on whose progress the performance of the Contractor necessarily depends or any relevant order of court or

Any other event or occurrence which, according to the HRIDC is not due to the Contractor's failure or fault, and is beyond his control;

The HRIDC may grant such extensions of the completion period as in his opinion is reasonable.

**49.5 Delays due to HRIDC/Engineer.**

In the event of any failure or delay by the HRIDC/Engineer in fulfilling his obligations under the contract, then such failure or delay, shall in no way affect or vitiate the contract or alter the character thereof; or entitle the Contractor to damages or compensation thereof but in any such case, the HRIDC shall grant such extension or extensions of time to complete the work, as in his opinion is / are reasonable.

**49.6 Delays due to Contractor and Liquidated Damages:**

If the delay in the completion of the whole works or a part of the works, beyond stipulated completion period, is due to the Contractor's failure or fault, and the HRIDC feels that the remaining works or the portion of works can be completed by the Contractor in a reasonable and acceptable short time, then, the HRIDC may allow the Contractor extension or further extension of time, for completion, as he may decide, subject to the following:

Without prejudice to any other right or remedy available to the HRIDC, recover by way of liquidated damages and not as penalty, a sum equivalent to quarter of one percent (0.25%) of the contract value of the works, for each week or part of a week the Contractor is in default.

If the delay relates only to a portion of the works with a separate and earlier completion period, the contract value shall be restricted to the cost of that portion of the works only.

The recovery on account of compensation for delay shall be limited to 5% of the contract value of the works, or the portion of the works, as the case may be.

The recovery of such damages shall not relieve the Contractor from his obligation to complete the work or from any other obligation and liability under the contract.

**49.7 HRIDC's decision on compensation payable being final**

The decision of the Engineer as to the compensation, if any, payable by the Contractor under this clause shall be final and binding.

**49.8 Time to continue to be treated as the essence of contract in spite of extension of time.**

It is an agreed term of the contract that notwithstanding grant of extension of time under any of the sub-clauses mentioned herein, time shall continue to be treated as the essence of contract on the part of the Contractor.

#### 50) DETERMINATION OF CONTRACT DUE TO CONTRACTOR'S DEFAULT

Conditions leading to determination of contract

If the Contractor

- a. becomes bankrupt or insolvent, or,
- b. makes arrangements with or assignment in favour of his creditor, or agrees to carry out the contract under a committee of inspection of his creditors or
- c. being a company or corporation goes into liquidation by a resolution passed by the Board of Directors/ General Body of the share-holders or as a result of court order (other than voluntary liquidation for the purpose of amalgamation or reconstruction) ; or
- d. has execution levied on his goods or property or the works, or
- e. assigns or sublets the contract or any part thereof otherwise than as provided for under conditions of this contract, or
- f. abandons the contract, or
- g. persistently disregards instructions of the Engineer or contravenes any provisions of the contract, or
- h. fails to adhere to the agreed programme of work or fails to complete the works or parts of the works within the stipulated or extended period of completion, or is unlikely to complete the whole work or part thereof within time because of poor record of progress; or
- i. fails to remove materials from the site, or pull down and replace work, after receiving notice from the Engineer to the effect that the said materials or works have been condemned or rejected, or
  - i fails to take steps to employ competent and/ or additional staff and labour, or
- j. fails to afford the HRIDC or his representative proper facilities for inspecting the works or any part thereof,  
or  
promises, offers or gives any bribe, commission, gift or advantage, either himself or through his partners, agents or servants to any officer or employee of the HRIDC, or to any person on their behalf, in relation to obtaining or execution of this or any other contract with the HRIDC, or
- l. suppresses or gives wrong information while submitting the tender.

In any such case the Engineer on behalf of the HRIDC may serve the Contractor with a notice in writing to that effect and if the Contractor does not, within 7 days after delivery to him of such notice, proceed to make good his default in so far as the same is capable of being made good, and carry on the work or comply with such instructions as aforesaid to the entire satisfaction of the Engineer, the HRIDC shall be entitled after giving 48hours notice in writing to terminate the contract, as a whole in terms of contract conditions.

- ii.** In such a case of termination, the HRIDC/Engineer may adopt the following courses
- a)** Take possession of the site and any materials, constructional plants, equipment, stores, etc.
  - b)** Measure up the balance work from which the Contractor has been removed, and get it completed by another Contractor. The manner and method, in which such work is to be completed, shall be entirely at the discretion of the HRIDC/Engineer whose decision shall be final and binding.
  - c)** Carry out the balance work from which the Contractor has been removed, by the employment of the required labour, materials, plants and equipment and other resources.

Entitlement of HRIDC/Engineer:

In cases described in sub-clause 50.1 (ii) above, the HRIDC/Engineer shall be entitled to forfeit the Security Deposit and encash the Performance Guarantee amount as a whole in terms of contract conditions.

**51) DETERMINATION OF CONTRACT ON HRIDC/ENGINEER'S ACCOUNT:**

The HRIDC shall be entitled to determinate the contract, at any time, should, in the HRIDC/Engineer's opinion, the cessation of works becomes necessary, owing to paucity of funds or due to court orders or from any other cause whatsoever. Notice in writing from the HRIDC/Engineer of such termination and reasons therefore, shall be conclusive evidence thereof. In such a case, the value of approved materials actually brought to the site and of work done up to date by the Contractor, shall be paid for in full by the HRIDC/Engineer, at rates specified in the contract. If rates for any materials or items of work are not available in the contract, these shall be fixed by the HRIDC/Engineer in terms of clause 59.0.

In case of determination of contract on HRIDC/Engineer's account as described above, the claims of the Contractor towards expenditure incurred by him in the expectation of completing the whole works, shall be admitted and considered for payment as deemed reasonable and are supported by the documents/vouchers etc. to the satisfaction of HRIDC/Engineer. The decision of the HRIDC/Engineer on the necessity and propriety of such expenditure shall be final and conclusive.



However, the Contractor shall have no claim to any payment of compensation or otherwise, on account of any profit or advantage which he might have derived from the execution of the work in full but which he could not in consequence of determination of contract under this clause.

Plant, Equipment and tools as well as unutilized materials supplied by the HRIDC/Engineer to the Contractor shall be returned in acceptable conditions at HRIDC's depot at Contractor's cost. The HRIDC shall be entitled to recover the cost of unreturned Plant, Equipment and tools as well as unaccounted materials from the Contractor. The amount to be recovered from the Contractor shall be decided by the HRIDC whose decision in this regard shall be final and binding. The Contractor shall have to pay back unrecovered portion of advances made to him, together with accrued interest there on. In case, the Contractor defaults, the HRIDC shall recover the amounts from any payment due to the Contractor, or from the Performance Guarantee or by encashing the Bank Guarantees given by the Contractor for securing the advances or for any other purpose. This is without prejudice to other remedies available to the HRIDC.

#### **52) DEATH OF CONTRACTOR/ PARTNER**

If the Contractor is an individual or a sole proprietary concern, and the individual or a sole proprietor dies, or if the Contractor is a partnership concern and one of the partners dies, in that case, unless the HRIDC/Engineer is satisfied that the legal representative of the individual Contractor or of the sole proprietor, as the case may be, or in the case of partnership firm, all surviving partners are capable of carrying out and completing the contract, the HRIDC/Engineer shall be entitled to rescind the contract as to its incomplete part. In that event, the HRIDC/Engineer shall not be liable to pay any compensation to the legal heirs of the deceased Contractor and / or to the surviving partners of the Contractor's firm, on account of such cancellation of contract. The HRIDC/Engineer's decision as to whether the legal representatives of the deceased Contractor or surviving partners of the Contractor are capable of carrying on and completing the contract shall be final and binding on the parties. Provided further that the legal representatives of the deceased Contractor or the surviving partners shall also not be liable to pay any damages, alleged or actually suffered by the HRIDC/Engineer, in respect of incomplete part of the contract. Any liability incurred by the deceased Contractor, or by the deceased partner of the contracting firm, before his death, shall be recovered from the legal representatives of the deceased Contractor or from the surviving partners of the said contracting firm as the case may be.

#### **53) EMPLOYMENT OF RETIRED OFFICERS / ENGINEER OF EMPLOYER / ENGINEER**

No Officer/Engineer of the HRIDC/Railway/ State Govt. is allowed to work as a Contractor or his employee for a period of One years after his retirement/resignation from the service of the Employer without the prior permission of the HRIDC/ Employer.

#### **54) MODIFICATION TO CONTRACT**

In the event of any provisions of the contract requiring to be modified after the agreement has been signed, the modifications shall be made in writing and signed by

the HRIDC/Engineer and the Contractor or his authorised representative. Such modifications will not be effective until the same have been signed by both the parties. Any verbal or written arrangements for abandoning, modifying extending, reducing or supplementing the contract, or any of the terms thereof shall be deemed to be provisional and shall not be binding on the HRIDC/Engineer unless and until the same are incorporated in a formal instrument and signed by the HRIDC and the Contractor.

**55) MODIFICATIONS TO WORK**

The HRIDC/Engineer shall be competent to order in writing to enlarge or extend, diminish or reduce the works or make any alterations in their design, character, position, site, quantities, dimensions or in the method of execution or use of materials for the execution thereof and to any additional works to be done or any work not to be done.

The enlargement, extension, diminution, reduction, alterations or additions, referred to above shall in no way affect the validity of the contract, but shall be performed by the Contractor as provided therein and be subject to the same conditions, stipulations, obligations and rates as if they had been originally and expressly included and provided for in the Schedule of Quantities, specifications and drawings, and the amount to be paid thereof shall be calculated in accordance with accepted rates and other extra items of works at the rates, determined as per contract. However, the rates of quantities exceeding 25% of those provided in Schedule of Quantities shall be finalised as per clause 58 of these conditions.

**56) RATES FOR ITEMS OF WORK TO BE ALL INCLUSIVE**

**56.1** The rates entered in the accepted Schedule of Quantities of the Contract, shall be all-inclusive and provide for works duly and properly completed in accordance with terms and conditions of the Contract and processes as mentioned in specifications and drawings (including revised drawings), relevant codes whether mentioned or not in the nomenclature of the item in Schedule of Quantities. All rates quoted in the tender shall also deemed to include except specifically provided otherwise in the Contract:

All materials, labour, tools and plant, stores, centering, shuttering, etc.

Construction/Erection, maintenance and removal of all temporary works.

All watching, lighting, pumping and draining unless otherwise provided for.

- All barriers and arrangements for safety of the property, utilities, public or employees/workers during the execution of works.
- All sanitary and medical arrangements for labour camps.
- The setting out of all works of construction, repair and up-keep of all centre lines, benchmarks, reference pillars etc.
- Site clearance except specifically provided otherwise in the Contract.

- 56.2** Nothing extra shall be payable over the quoted rates, except as specifically provided in the Contract.
- 56.3** All rates quoted in the Schedule of Quantities shall be deemed to be inclusive of all types of direct and indirect taxes imposed by Central/State Govt. and local bodies such as GST, Royalties, Cess, Octroi and other levies as applicable and also include all import duties. The rates shall also be inclusive of all taxes, duties and other charges imposed outside the country on the production, manufacture, sale and transport of the Contractor's equipment, plant, materials and supplies to be used on or furnished under the contract and on the services performed under the contract. No additional amount shall be paid or claim be entertained on this account by HRIDC.
- 56.4** The Contractor shall bear the cost of all royalties, fees and other payments in respect of patents, patents right and license(s) which may be payable to patentee, licensee or other person or corporation and shall obtain all necessary licenses/ permissions. In case of any breach (whether willfully or inadvertently) by the Contractor of this provision, the Contractor shall indemnify HRIDC, Engineer and their employees against all claims, proceedings, damages, costs, charges, loss and liability which they or any of them may sustain, incur or be put to by reason or in consequence directly or indirectly of such breach and against payment of any royalties, damages or other money which the HRIDC/Engineer may have to make to any persons or pay in total to the patent rights in respect of the users of any machine, instruments, process, articles matter or thing constructed, manufactured, supplied or delivered by the Contractor under this contract.

**57) ACCEPTED RATE APPLICABLE TILL THE COMPLETION OF WORK**

The rates as per the accepted Schedule of quantities, shall be firm and hold good till the completion of the works, and no additional claim or amount shall be admissible on account of fluctuations in market rates, increase in taxes, levies, fees royalties etc. unless specifically provided for in the Contract.

**58) VARIATION IN QUANTITY OF ITEMS COVERED BY THE SCHEDULE OF QUANTITIES**

- 58.1** The quantities of items shown in the Schedule of Quantities are approximate, and liable to vary during the actual execution of the work. The Contractor shall be bound to carry out and complete the stipulated work, irrespective of the variations in individual items, specified in the Schedule of Quantities.
- 58.2** Such variations in quantities shall be paid for in the manner laid down below (other than Lumpsum items):
- (i) Unless otherwise specified in the special conditions of the contract, the accepted variation in quantity of each individual item of the contract would be upto 25% of the quantity originally contracted, except in case of foundation work.

- (ii) The Contractor shall be bound to carry out the work at the agreed rates and shall not be entitled to any claim or any compensation whatsoever upto the limit of 25% variation in quantity of individual item of works.
- (iii) In case an increase in quantity of an individual item by more than 25% of the agreement quantity is considered unavoidable, then same shall be executed at following rates
  - (a) Quantities operated in excess of 125% but upto 140% of the agreement quantity of the concerned item, shall be paid at 98% of the rate awarded for that item in that particular tender;
  - (b) Quantities operated in excess of 140% but upto 150% of the agreement quantity of the concerned item shall be paid at 96% of the rate awarded for that item in that particular tender;
  - (c) Variation in quantities of individual items beyond 150% will be avoided and would be permitted only in exceptional unavoidable circumstances and shall be paid at 96% of the rate awarded for that item in that particular tender.
  - (d) Variation to quantities of Minor Value Item:  
The limit for varying quantities for minor value items shall be 100% (as against 25% prescribed for other items). A minor value item for this purpose is defined as an item whose original agreement value is less than 1 % of the total original agreement value.
    - d.(i) Quantities operated upto and including 100% of the agreement quantity of the concerned minor value item, shall be paid at the rate awarded for that item in that particular tender;
    - d.(ii) Quantities operated in excess of 100% but upto 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;
    - d.(iii) Variation in quantities of individual minor value item beyond 200% will be avoided and would be permitted only in exceptional unavoidable circumstances and shall be paid at 96% of the rate awarded for that item in that particular tender.
- (iv) In case of earth work, the variation limit of 25% shall apply to the gross quantity of earth work and variation in the quantities of individual classifications of soil shall not be subject to this limit.
- (v) In case of foundation/geotechnical investigation work, no variation limit shall apply and the work shall be carried out by the Contractor on agreed rates irrespective of any variation.
- (vi) 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).

## **59) ITEMS NOT INCLUDED IN THE BILL OF QUANTITIES**

- 59.1** If any item of work not provided for in the accepted Schedule of Quantities and required to be executed for completion of work, the Contractor on receipt of instructions from the HRIDC/Engineer, shall be bound to carry out such items of work at the rates to be decided as per sub-clause 59.2 and 59.3.

**59.2** The rate for such extra items shall be derived from rate for similar items available in the accepted Schedule of Quantities.

**59.3** In case rates cannot be derived from the accepted Schedule of Quantities, the rate may be worked out on the following basis:

Cost of materials and consumables at current market rates, as actually utilised in the final finished permanent work, including a reasonable percentage for wastage and cost of loading, unloading and transportation.

Cost of labour required for the work.

Hire charges for plant and machinery, scaffolding, shuttering, forms, etc. required to be used at the site of the work.

An amount of 10% of items (a), (b) and (c) above to allow for Contractor's overheads, profits and other contingencies.

**59.4** In all cases where extra items of work are involved, for which there are no rates in the accepted Schedule of Quantities, the Contractor shall give a notice to the HRIDC, of at least 7 days before the need for their execution arises.

Such a notice shall not however be necessary if the HRIDC has already instructed in writing to take up such an item of work. To decide the rate, the Contractor shall furnish detailed analysis of the rates on the lines mentioned in sub-clause 59.2 and 59.3 above and attend a meeting with HRIDC/Engineer to settle the rate as and when called for. The Contractor shall be bound to furnish the requisite details and to attend the meeting.

**59.5** Provisional payment for extra item

In case mutually agreeable settlement of rates is not arrived at between the HRIDC and the Contractor, the Contractor shall be bound to carry out the works at rates to be decided by the HRIDC. In the absence of a finalised rate for a new item, the HRIDC shall be entitled to certify payment to the Contractor based on a provisional rate fixed by the HRIDC/Engineer for the work done under the new item. This shall be subject to upward or downward adjustment after the rate is finalised by the HRIDC for that item.

**59.6** The decision of the HRIDC under this clause shall be final and binding.

## **60) LIEN IN RESPECT OF CLAIMS IN OTHER CONTRACTS**

Any moneys due to the Contractor either alone or jointly with others, including the performance guarantee amount returnable to him may be withheld or retained or encashed by exercise of lien by the HRIDC against any claim of the HRIDC or any other branch, office department or subsidiary of the HRIDC in respect of a sum of money arising out of or under any contract other than the present contract made by the Contractor alone or jointly with the HRIDC or any other branch, office, department or subsidiary of the HRIDC. It is agreed term of contract that the sum of money so withheld or retained under this clause by the HRIDC, shall be kept withheld or retained

till the claims arising out of or under the contract, are either mutually settled or determined by the Arbitrator, or by the competent court, as the case may be and that the Contractor shall have no claim for interest or damages whatsoever on this account or any other account, in respect of any sums of money withheld retained, under this clause and duly notified to the Contractor.

## **61) MEASUREMENTS OF WORK AND PAYMENTS**

### Measurements

The Contractor shall be paid for the works at rates in the accepted Schedule of Quantities of the contract and extra items of work at rates determined under clause 59.0 of these conditions. The measurement shall be taken by the HRIDC/Engineer or his representative in the presence of the Contractor or his authorised representative.

### Measurement of work at regular intervals

The measurements of the work shall be taken in accordance with the contract during progress of work and at such intervals, as in the opinion of the HRIDC or his representative shall be proper, having regard to the progress of the work. On an agreed date and time, the HRIDC or his representative shall take the on account or final measurements in the presence of the Contractor or his authorised representative. The HRIDC or his authorised representative shall sign the measurements, which shall also be signed by the Contractor or his authorised representative as an acceptance of the measurements. If the Contractor or his representative fails to turn-up at the time of taking measurements inspite of notice to do so, the HRIDC or his representative shall be entitled to record the measurements ex-parte and these shall be final and binding on the Contractor.

### Measurement of works as per records and drawings

For the purpose of measuring such permanent works, as are to be measured by records and drawings, the Contractor shall prepare records and drawings at regular intervals and submit to the HRIDC or his representative for his scrutiny.

In case, there is a discrepancy in the measurements of work done and the measurements as per drawings, measurements for the minimum of the two shall only be accounted for, provided the executed work is acceptable to the HRIDC.

The HRIDC/Engineer or his representative shall have the right to rectify any incorrect measurements and delete / correct any measurements if it is found at a later stage that the work is incomplete, defective and/or not conforming to the specifications.

## **62) ON ACCOUNT PAYMENTS**

The Contractor shall be entitled to be paid from time to time, by way of "On-account" bills, only for such works, as in the opinion of the HRIDC, the Contractor has executed in terms of the contract. Such payments shall be made at intervals to be decided by the HRIDC depending upon the progress of work. Payment shall be made only on submission of bills along with measurements and necessary documents by the

Contractor for scrutiny of the HRIDC. The amount certified shall account for all deductions, including statutory deductions as for GST, income tax, TDS on GST, Labour Cess for building workers etc., recoveries for advances and any amounts due from the Contractor. Such payments made by the HRIDC shall not constitute any final acceptance of the measurements. In case of any discrepancy, the HRIDC shall have the right to alter, modify, reduce or diminish the quantities or classification entered in the Measurement Books. In such cases, the HRIDC shall have the right to recover any amount paid in an earlier bill/bills from any subsequent bill/bills and should the amount to be recovered be more than the amount of the subsequent bills, the Contractor shall on demand from the HRIDC immediately refund the amount to the HRIDC within 7 days, failing which he shall have to pay interest @1% per month till the said extra amount is paid back by him.

For materials brought to site by the Contractor, the HRIDC/Engineer may allow (interest free) payment @ 75% cost of major materials brought to site for use in the works as secured advance which will normally be paid along with next on account payment. The payment of secured advance shall be made without any bank guarantee but on written request of the Contractor along with indemnity bond indemnifying HRIDC/Engineer against any loss and/or damages to the materials for which secured advance is sought by the Contractor. The indemnity bond shall be submitted on a non-judicial stamp paper of minimum value of Rs.10/-duly notarised as per the format approved by the HRIDC. The Contractor should supply necessary vouchers etc. as evidence that payment has been made by the Contractor for all the materials brought to site for which secured advance is sought by the Contractor. Secured advance shall be paid at the rates derived from the accepted rate of the item(s) for which the materials are to be consumed and procurement rates, whichever is lower. The HRIDC/Engineer's decision as to the Quality, Quantity and value of the materials for which such secured advance is payable will be final and binding on the Contractor. The recovery of secured advance so made will be made from the subsequent on account bills to the extent the materials are consumed in the work.

The HRIDC may on specific request and authorisation by the Contractor in writing release payments directly to the Suppliers, sub-contractors or petty contractors of the Contractor from the amount(s) certified, passed and due for payment to the contractor.

In cases of default by the Contractor, the HRIDC may without any notice to the Contractor, release payments directly to the suppliers/sub-contractors and/or petty contractors of the Contractor. All such payments shall be recovered with interest @ 1.25% (including administrative charges) per month from the payments due to the Contractor.

In exceptional circumstances, if the Contractor is not able to make prompt payments to his suppliers affecting supplies of materials and progress of work, the HRIDC may (but shall not be obliged to) give assurance to the suppliers for payments against supply of materials/consumables to the Contractor. In this case, the Contractor shall give to the HRIDC an undertaking in writing that cost of such materials if not paid by him may be directly paid to his suppliers and recovered from his dues. Such payments shall only be made after receipt of materials at site and verification of the payments by the Contractor. The recovery of such payments shall be made with interest @ 1.25% (including administrative charges) per month from the next payment due to the

Contractor. Total payments so made on behalf of the contractor shall not exceed 5% of the Contract value during the entire contract period.

The decision of the HRIDC regarding exceptional circumstances and payments to be made to the suppliers, sub-contractors and petty contractors under the clause Nos. 62 shall be final and binding on the Contractor. Such payments shall also not relieve the Contractor from any of his liabilities or obligations under the Contract.

No payment under the contract shall be made to the Contractor before receipt of Performance Guarantee. The HRIDC/Engineer shall also be entitled to withhold payments under the above sub-clauses in case the Contractor fails to get himself registered under GTS/labour laws or fails to fulfill his obligation under the contract.

### **63) FINAL MEASUREMENTS AND PAYMENTS**

As soon as possible after completion of work, the Contractor shall submit the final bill along with detailed measurements of work done, account of the materials, plant and machinery issued by the HRIDC and all other statements, supporting documents required for finalisation of the bill. The final bill, measurements and documents submitted by the Contractor shall be scrutinised by the HRIDC/Engineer or his representative and in case the same are found not in order, the HRIDC/Engineer shall direct the Contractor to re-submit the final bill along with all details. On receipt of all requisite details and final bill from the Contractor, the HRIDC/Engineer shall have the final measurements taken, recorded and signed jointly. An account of any plant, equipment and materials issued by the HRIDC to the Contractor, shall also be prepared and signed jointly. Based on the final measurements and materials and plant and equipment accountable statements, the HRIDC/Engineer shall prepare the final bill.

The Contractor shall sign the HRIDC/Engineer's copy of the Final Bill Account in token of acceptance of the full and final value of the works performed under the contract, and submit a "No Claim Certificate" on the prescribed proforma along with a list of unsettled claims, if any. The HRIDC shall then arrange to make payment against the final bill.

### **64) MODE OF PAYMENT AND TAX DEDUCTION AT SOURCE**

#### **64.1 MODE OF PAYMENT:**

**64.1.1** All payments to the Contractor shall be made through Electronic Clearing System (ECS). The Contractor shall furnish his Banker's details in addition to his own bank account details. All amounts payable to the Contractor shall be directly credited to his bank account.

**64.1.2** In case, the Contractor is having his account with a bank not having Electronic Clearing System (ECS), the Contractor may open a bank account with the bank having this facility.

**64.1.3** All payments to the Contractor shall be made by above means only unless specifically otherwise agreed by the HRIDC in special circumstances for petty payments.



**64.2 Tax deduction at source**

Income tax, GST if any, TDS on GST, Cess on building workers etc. shall be deducted from the payments credited/released by HRIDC to the Contractor against execution of work as per law of the land. The deductions shall be made as per prescribed rates prevalent from time to time unless a tax exemption certificate is produced by the Contractor. Amount of tax deduction shall be deposited with the concerned authorities and tax deduction certificate shall be issued by HRIDC. The HRIDC shall deduct at source taxes/duties under any other law/statute as may be applicable at the time of making payments. The Contractor shall furnish to the HRIDC registration No. under GST and PAN (for TDS), as applicable.

**65) COMPLETION CERTIFICATE**

As soon as the work is completed, the Contractor shall give notice of such completion, whether of the whole of the works, or of any part of the work, for which a separate date of completion is stipulated in the contract, to the HRIDC, within 30 days of receipt of such notice, shall inspect the work and also arrange for carrying out of such tests as may be prescribed under the contract or ordered by the HRIDC. If the HRIDC notices any incomplete item of work or any defect, which is to be rectified by the Contractor, or if any part or whole of the work fails to pass the specified tests, the

HRIDC shall furnish to the Contractor, the list of all such incomplete items of work, deficiencies, defects, failure to pass tests, etc., and may refuse to issue a Certificate of Completion to the Contractor. If in the opinion of the HRIDC the work has been satisfactorily completed and has satisfactorily passed final test or tests that may be prescribed, the HRIDC shall issue a certificate of completion showing the date of completion in respect of the work. The defect liability period, if any, shall commence from the date of completion indicated in such certificate. Provided that the HRIDC may issue such a certificate with respect to any part of the works, before the completion of the whole of the works, which has been so completed and/or used by the Client/HRIDC/Engineer. When any such certificate is given in respect of a part of the work, such part shall be considered as completed and the defect liability period of such part shall commence from the date of completion indicated in such certificate.

Completion certificate not to absolve the Contractor from his Responsibilities:

The Certificate of Completion of Works referred to in sub-clause 65.1 shall not absolve the Contractor from his liability to make good defects, imperfections and shrinkages or faults, which may appear during the defect liability period specified in the contract, arising in the opinion of the HRIDC from materials or workmanship being not in accordance with the Contract. These shall be rectified and made good by the Contractor at his own cost. In case of the default on the part of the Contractor, to so make good the defects or deficiencies, the HRIDC may employ labour, plant and machinery and materials or appoint another agency or Contractor, to make good such defects, imperfections, shrinkages and faults, and all expenses consequent and incidental thereto, shall be recovered from any money due to the Contractor under the contract including the Performance Guarantee amount or from any money payable to the Contractor by the HRIDC, under any other contract.

**66) CLEARANCE OF SITE ON COMPLETION**

On completion of works, the Contractor shall clear and remove from site all constructional plant, surplus materials, rubbish and temporary works of every kind, and leave the whole of the site of work clean, tidy and in a workman like condition to the satisfaction of the HRIDC. This will be one of the pre-conditions for making the final payment to the Contractor. Such clearance may be made by the HRIDC through any other agency at the expense of the Contractor in the event of the Contractor's failure to comply with this provision within 7 days after receiving notice to that effect from the HRIDC.

**67) POST PAYMENT AUDIT**

It is an agreed term of the contract that the HRIDC reserves to himself the right to carry out a post payment audit or technical examination of the works, and the final bill including all supporting vouchers, abstracts, etc. If as a result of such examination, any over payment to the Contractor is discovered to have been made in respect of any work done, the Contractor will be bound to refund the same to the HRIDC or may be adjusted against any dues of the Contractor. If any under payment is discovered, the same shall be paid by the HRIDC to the Contractor. Such payments or recoveries, however, shall not carry any interest.

**68) DEFECT LIABILITY CERTIFICATE**

**68.1** In the contract, the expression “Defect Liability Period” shall mean the period of defect liability prescribed elsewhere in the contract, commencing from the date of completion of the works, as certified by the HRIDC.

The Contractor shall maintain, rectify and make good at his own cost any defects/deficiencies, which may develop in the work or as notified by the HRIDC during Defect Liability Period. However, maintenance during Defect Liability Period shall not include day to day upkeep, cleaning, custody and security of the work.

**68.2** The contract shall not be considered as completed, until a Defect Liability Certificate has been issued by the HRIDC stating that the works have been completed and maintained to his satisfaction. Defect Liability certificate shall be issued by the HRIDC, upon expiry of Defect Liability period or as soon thereafter as any works ordered during such period, have been completed to the satisfaction of the HRIDC/Engineer.

**68.3** No certificate other than “Defect Liability Certificate” shall be deemed to constitute final approval of the work or part of the work for which it is issued.

**69) UNFULFILLED OBLIGATIONS**

Notwithstanding the issue of Defect Liability Certificate, the Contractor and the Engineer shall remain liable for the fulfilment of any unfulfilled obligations under the provision of the contract, prior to the issue of the Defect Liability Certificate, and for the purpose of determination of the nature and extent of any such obligation, the contract shall be deemed to remain in force between the parties thereto.

**70) PRODUCTION OF VOUCHERS**

**70.1** The Contractor, whenever required, shall produce for examination by the HRIDC /Engineer, any quotation, invoice, cost or other account books, vouchers, receipts, letters, memoranda or any copy of or extract from any such documents and also furnish information and returns, as may be required, relating to the execution of this contract. The HRIDC's decision on the question of relevancy of any documents, information or returns shall be final and binding on the Contractor.

If any part or item of the work is allowed to be carried out by a sub-Contractor, the HRIDC shall have power to secure the books of such sub-Contractor, through the Contractor, and shall have power to examine and inspect the same.

**71) FORCE MAJEURE**

**71.1** If, at any time during the currency of the contract, the performance of any obligation (in whole or in part) by the HRIDC or the Contractor shall be prevented or delayed by reason of any war, hostilities, invasion, acts of public or foreign enemies, rebellion, revolution, insurrection, civil commotion, sabotage, large scale arson, floods, earthquake or any other act of God, large scale epidemics, nuclear accidents, any other catastrophic unforeseeable circumstances, quarantine restrictions, any statutory, rules, regulations, orders or requisitions issued by a Government department or competent authority (hereinafter referred to as "event") then, provided notice of the happening of such an event is given by either party to the other within 21 days of the occurrence thereof.

- a.** Neither party by reason of such event be entitled to terminate the contract or have claim for damages against the other in respect of such non-performance or delay in performance.
- b.** The obligations under the contract shall be resumed as soon as practicable after the event has come to an end or ceased to exist.
- c.** If the performance in whole or part of any obligation under the contract is prevented or delayed by reason of the event beyond a period of 180 days, the contract may be fore-closed with mutual consent by giving a notice of 30 days without any repercussions on either side.
- d.** In case of doubt or dispute, whether a particular occurrence should be considered an "event" as defined under this clause, the decision of the HRIDC shall be final and binding.
- e.** Works that have already been measured shall be paid for by the HRIDC even if the same is subsequently destroyed or damaged as a result of the event. The cost of rebuilding or replacing any work that has been measured shall be borne by the HRIDC.
- f.** If the contract is fore-closed under this clause, the Contractor shall be paid fully for the work done under the contract, but not for any defective work or work done which has been destroyed or damaged before its measurement. The HRIDC shall have the option

to take over any plant and material lying at site, at rates provided for in the contract, failing that, as per rates which are determined to be fair and reasonable by the HRIDC.

**71.2** If no notice is issued by either party regarding the event within 21 days of occurrence, the said event shall be deemed not to have occurred and the contract will continue to have effect as such.

## **72) CLAIMS**

### **72.1 Monthly Statement of Claims:**

The contractor shall prepare and furnish to the HRIDC once in every month an account giving full and detailed particulars of all claims for any additional expenses to which the Contractor may consider himself entitled to and of all extra or additional works ordered by the HRIDC which he has executed during the preceding month and no claim for payment for and such works will be considered which has not been included in such particulars.

Non-receipt of statement of claims shall be construed that contractor has 'no claim'.

### **72.2 Signing of “No Claim” Certificate:**

The contractor shall not be entitled to make any claim whatsoever against HRIDC under or by virtue of or arising out of this contract, nor shall HRIDC entertain or consider any such claim, if made by the Contractor, after he shall have signed a “No Claim” Certificate in favour of HRIDC in such form as shall be required by HRIDC after the works are finally measured up. The Contractor shall be debarred from disputing the correctness of the item covered by “No Claim” Certificate or demanding a clearance to arbitration in respect thereof.

## **73) SETTLEMENT OF DISPUTES**

All disputes and differences of any kind whatsoever arising out of or in connection with the contract, whether during the progress of the work or after its completion and whether before or after the determination of the contract, shall be settled as under, provided that matters for which provision has been made in clauses 20.3, 36.5, 40.1, 40.2, 49.7, 50.0, 51, 59, 61.2 and 72.2 of General Conditions of Contract or in any clause of the Special Conditions of Contract shall be deemed as ‘excepted matters’ (matters not arbitrable) and decision of the HRIDC thereon, shall be final and binding on the contractor; provided further that 'excepted matters' shall stand specifically excluded from the purview of this clause.

### **73.1 Mutual Settlement**

All such disputes or differences shall in the first place be referred by the Contractor to the 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.

## **73.2 Conciliation/Arbitration**

**73.2.1** 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.

**73.2.2** 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 the 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 in writing within 60 days from the date of failure of amicable settlement of such disputes or differences for settlement through Conciliation.

If the efforts to resolve all or any of the disputes through Conciliation fail, the Contractor may refer to the Managing Director of the 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.

**73.2.3** 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 the HRIDC, shall be referred to Conciliation or Arbitration and other matters shall not be included in the reference.

**73.2.3(a)** The Arbitration proceeding shall be assumed to have commenced from the day, a written and valid demand for arbitration is received by the HRIDC.

**73.2.3(b)** The claimant shall submit his claim stating the facts supporting the claim along with all relevant documents and the relief or remedy sought against each claim within a period of 30 days from the date of appointment of the Arbitral Tribunal.

**73.2.3(c)** The 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.

**73.2.3(d)** Place of Arbitration:

The conciliation/ arbitration proceedings shall be held at a place decided by Conciliator/ Arbitrator.

**73.2.4** No new claim shall be added during proceedings by either party. However, a party may amend or supplement the original, claim or defence thereof during the course of arbitration proceedings subject to acceptance by Tribunal having due regard to the delay in making it.

**73.2.5** If the contractor(s) does/do not present his/their specific and final claim in writing, within a period of 90 days of receiving the intimation from the HRIDC that the final

bill is ready for payment, he/they will be deemed to have waived his/their claim(s) and the HRIDC shall be discharged and released of all liabilities under the contract in respect of these claims.

**73.3** No suspension of work

The Obligations of the HRIDC, the HRIDC/Engineer and the Contractor shall not be altered by reasons of conciliation / arbitration being conducted during the progress of works. Neither party shall be entitled to suspend the work on account of conciliation/ arbitration and payments to the Contractor shall continue to be made in terms of the contract.

**73.4(a)(i)** Sole Conciliator/Sole Arbitrator:

In cases where the total value of all claims/counter-claims in question added together does not exceed `2.00 Crore (Rupees Two Crores), the Arbitral Tribunal shall consist of a sole arbitrator who shall be an officer of HRIDC not below GM level, nominated by the Managing Director. The sole arbitrator shall be appointed by the Managing Director of the HRIDC within 60 days from the day when a written and valid demand for arbitration is received by the HRIDC.

**73.4(a) (ii)** Arbitration Tribunal:

In cases where the total value of all claims/counter-claims exceeds `2.00 Crore, the Arbitral Tribunal shall consist of a panel of three Officers not below GM level.

For this purpose, the 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 the 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 the 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/s it 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.

**73.4(a) (iii)** The minimum qualifications of Conciliator/ Arbitrator shall be graduate in the respective field. He will be a working officer with a minimum of 20years' 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.

**73.4(a)(iv)** If one or more of the arbitrators appointed as above refuses to act as arbitrator, withdraws from his office as arbitrator or vacates his/their office/offices or is/are unable or unwilling to perform his functions as arbitrator for any reason

whatsoever or dies or in the opinion of the Managing Director fails to act without undue delay, the Managing Director shall appoint new arbitrator/ arbitrators to act in his/their place in the same manner in which the earlier arbitrator/ 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).

**73.4(a)(v)** The Arbitral Tribunal shall have power to call for such evidence by way of affidavits or otherwise, as the Arbitral Tribunal shall think proper, and it shall be the duty of the parties hereto to do or cause to be done all such things as may be necessary to enable the Arbitral Tribunal to make the award without any delay. The Arbitral Tribunal should record day-to-day proceedings. The proceedings shall normally be conducted on the basis of documents and written statements.

**73.4(a)(vi)** While appointing arbitrator(s) under sub clause 73.4(a)(i), 73.4(a)(ii) and **73.4(a)(iv)** above, due care shall be taken that he/they is/are not the one/those who had an opportunity to deal with the matters to which the contract relates or who in the course of his/their duties as HRIDC employee expressed views on all or any of the matters under disputes or differences. The proceedings of the Arbitral Tribunal or the award made by such Tribunal will, however, not be invalid merely for the reason that one or more arbitrator had, in the course of his service, opportunity to deal with the matters to which the contract relates or who in the course of his/their duties expressed views on all or any of the matters under dispute.

**73.4(b)(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.

**73.4(b)(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.

**73.4(b)(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.

**73.5** 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.

**73.6** 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.

**73.7** 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 the 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 the HRIDC from time to time irrespective of the fact whether the arbitrator(s) is/are appointed by the HRIDC or by the court of law unless specifically directed by Hon'ble court otherwise on the matter.

**73.8** 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 73.1 and 73.2.

**73.9** 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.

**73.10** The language of proceedings, documents or communications shall be in English and the award shall be made in English in writing.

**73.11** 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.

**73.12** 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.

**73.13** JURISDICTION OF COURTS:

Jurisdiction of courts for dispute resolution shall be Chandigarh.



**FORMAT OF AGREEMENT**

(To be executed on requisite value of stamp Papers)

**AGREEMENT**

THIS AGREEMENT made on \_\_\_\_\_ day of \_\_\_\_\_ (Month/year) between Haryana Rail Infrastructure Development Corporation Limited, HRIDC, SCO 17-19, 3<sup>rd</sup> Floor, Sec-17A, Chandigarh acting through (Managing Director, hereinafter called “the Employer/Engineer”) of the one part and \_\_\_\_\_ (name and address of the Contractor/s) (hereinafter called “the Contractor”) of the other part.

WHEREAS the Employer is desirous that certain works should be executed by the Contractor viz. **Tender No.** \_\_\_\_\_ (hereinafter called “the Works”, and has accepted a Bid by the Contractor/s for the execution and completion of such Works and the remedying of any defects therein.

**NOW THIS AGREEMENT WITNESSETH as follows:**

- In this Agreement, words and expressions shall have the same meaning as are respectively assigned to them in the Conditions of Contract hereinafter referred to.
- The following documents shall be deemed to form and be read and construed as part of this Agreement:
  - a. Letter of Acceptance
  - b. Notice Inviting Tender
  - c. Instructions to the Tender
  - d. Form of Tender
  - e. Appendix to Tender
  - f. Special Conditions of the Contract
  - g. General Conditions of Contract
  - h. Terms of Reference (TOR) / Technical Specifications
  - i. Relevant codes and Standards
  - j. Schedule of Approx. Quantities and Rates
- In consideration of the payments to be made by the Employer to the Contractor/s as hereinafter execute and complete the Works and remedy any defects therein in conformity in all respects with the provisions of the Contract.
- The Employer hereby covenants to pay the Contractor/s in consideration of the execution and completion of the Works and the remedying of defects therein the

Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

IN WITNESS whereof the parties hereto have caused this Agreement executed the day and year first before written.

(Name, Designation and address of the authorized signatory)

(Name, Designation and address of the authorized signatory)

Signed for and on behalf of the Contractor in the presence of:

Signed for and on behalf of the Employer in the presence of:

Witness:

Witness:

**1.**

**1.**

**2.**

**2.**

Name and address of the witnesses to be indicated.

**Annexure-'V'**

**PERFORMANCE BANK GURANTEE (UNCONDITIONAL)**

To  
Haryana Rail Infrastructure Development Corporation Limited,  
(Name & Address.)

[Acting through \_\_\_\_\_(Project In-charge) & Address of the Project]

WHEREAS \_\_\_\_\_ [name and address of Contractor/s] (hereinafter called

“the Contractor/s”) has undertaken, in pursuance of  
Tender No. \_\_\_\_\_ dated \_\_\_\_\_ to execute

“ \_\_\_\_\_”[name of  
Contract and brief description of Works] (hereinafter called “the Contract.”);

AND WHEREAS it has been stipulated by you in the said Contract that the Contractor/s shall furnish you with a Bank Guarantee by any Scheduled Bank in India as given Annexure-V for the sum specified therein as security for compliance with his obligations in accordance with the Contract;

AND WHEREAS we have agreed to give the Contractor such a Bank Guarantee;  
NOW THEREFORE we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Contractor/s, up to a total of Rs. \_\_\_\_\_ [amount of Guarantee], Rs. \_\_\_\_\_ [amount in words], such sum being payable in the types and proportions of currencies in which the Contract Price is payable, and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of \_\_\_\_\_ [amount of Guarantee] as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the Contractor/s before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the Contract or Works to be performed there under or of any of the Contract documents which may be made between you and the Contractor/s shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification.

This guarantee shall be valid up to \_\_\_\_\_ (a date **60 days** from the date of completion of the work).

**SIGNATURE AND SEAL OF THE GUARANTOR**

Name of Bank:

Address:

Date:

**Annexure-'VI'**

**BANK GURANTEE FOR RELEASE OF 50% OF SECURITY DEPOSIT**

To  
Haryana Rail Infrastructure Development Corporation Limited,  
Name & Address.  
[Acting through \_\_\_\_\_(Project Incharge) & Address of the Project]

WHEREAS \_\_\_\_\_[name and address of contractor\*] (hereinafter called  
“the Contractor”) has undertaken, in pursuance of  
Contract  
No. \_\_\_\_\_ dated \_\_\_\_\_ to  
execute  
\_\_\_\_\_ [name of Contract and  
brief description of Works] (hereinafter called “the Contract.”);

AND WHEREAS it has been agreed by you in the said Contract that the Contractor has option to get release 50% of the Retention Money against un-conditional Bank Guarantee from any Scheduled Bank acceptable to you as security for compliance with Contractor’s obligation in accordance with the contract (Sub clause \_\_\_\_\_).

AND WHEREAS the Contractor has opted to get released the 50% of the retention money against an unconditional Bank Guarantee;

NOW THEREFORE we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Contractor, up to a total of \_\_\_\_\_ [amount of Guarantee],  
\_\_\_\_\_ [amount in words], such sum being payable in the types and proportions of currencies in which the Contract Price is payable, and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of \_\_\_\_\_ [amount of Guarantee] as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the Contractor before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the Contract or of the Works to be performed thereunder or of any of the Contract documents which may be made between you and the Contractor shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification.

This guarantee shall be valid upto \_\_\_\_\_ (till the HRIDC International Limited certifies repayment of retention money in accordance with Sub-clause 8.5 of General Conditions of Contract).

**SIGNATURE AND SEAL OF THE GUARANTOR**

	Name of Bank:		
	Address:		

## **SECTION VII: SPECIAL CONDITIONS OF CONTRACT**

### **GENERAL**

HRIDC has been entrusted with the design and construction of New Board Gauge Railway double line from Palwal to Sonipat (HORC) rail link project in Haryana State of India. The project alignment traverses generally through the plain terrain except for small portion of Aravalli Hills near Sohna. The hills are in general of sedimentary rocks and geologically consist mainly of sand stone. The project is covering five districts of Haryana namely Palwal, Nuh, Gurugram, Jhajjar and Sonipat. All land acquisition for this project will be done as per Railway Act. 20A notification in the district Palwal and Gurugram is already published and rest is expected to be published soon. For conducting an effective and accurate land acquisition HRIDC now invites tender for Field verification for land boundary and supplying, fixing of boundary pillars along HORC alignment and it's connectivities to existing IR/DFC networks, picking up of finalized land boundary and centre line coordinates using DGPS (RTK Method) by establishing control points in connection with Haryana Orbital Rail Corridor (HORC) from Palwal to Sonipat.

In this connection Haryana Rail Infrastructure Development Corporation Limited (HRIDC), intends to appoint the contractor/s for the above work.

In this case HRIDC will be the employer and work awarded to contractor will be the executing agency. The standards of output required from the appointed agency/firm are to be of the international level both in terms of quality and adherence to the agreed time schedule.

### **OBJECTIVE**

The main objective of this consultancy contract is to conduct detailed survey by establishment of Master, Secondary and Tertiary Control pillar points. Thereafter, joint verification of land to be conducted in presence of Revenue officials, Land owner and HRIDC officials and boundary pillar of specified size to be fixed at finalised location. After fixing of boundary pillars coordinates of the same will be picked up for future reference.

Deployment of requisite Personnel: The agency shall deploy qualified and experienced personnel in as per Section-III, Annexure-III clause F. The key personnel, duly assisted by supporting staff, shall have requisite experience on the type of work they are deployed for and shall be full time available in the project site as specified. The agency may, from time to time on its own volition, engage experts in different fields for enhancing the effectiveness of its key personnel as deemed necessary.

#### **Data to be furnished by HRIDC.**

- a. HRIDC will furnish the data received from previous agency.
- b. HRIDC will furnish Alignment, Land Plan, Land schedule and ROW width.

- c. HRIDC will also furnish the existing control pillar points established by previous agency.

## **1. ORDER OF PRIORITY OF CONTRACT DOCUMENTS:**

Where there is any conflict between the various documents in the contract, the following order of priority shall be followed i.e. a document appearing earlier shall override the document appearing subsequently:

- 1.1. Contract Agreement
- 1.2. Letter of Acceptance
- 1.3. Notice Inviting Tender
- 1.4. Instructions to the Tenderer/s
- 1.5. Appendix to Tender
- 1.6. Form of Tender
- 1.7. Special Conditions of the Contract
- 1.8. General Conditions of Contract
- 1.9. Terms of Reference (TOR)/ Technical Specifications
- 1.10. Relevant codes and Standards
- 1.11. Schedule of Approx. Quantities & Rates

## **2. MOBILISATION ADVANCE:**

**No mobilization advance shall be paid to Contractor/s.**

## **3. SUPPLY OF MATERIALS**

Consultant shall make his own arrangements at his own cost for all materials, tools, plants, labour, engineer, vehicle etc. required for execution, completion and maintenance of all items of work included in the scope of work to the complete satisfaction of the HRIDC. HRIDC shall not supply any materials nor shall assist for procurement of any materials required for execution, completion and maintenance of works.

## **4. SUPPLY OF PLANT AND MACHINERY**

Contractor/s shall make his own arrangements at his cost for all Plant and Machinery required for execution, completion and maintenance of all items of work included in the scope of work to the complete satisfaction of the Engineer. HRIDC shall neither supply any Plant and Machinery nor assist for procurement of any Plant and Machinery required for execution, completion and maintenance of works.

## **5. LABORATORY AND TESTING FACILITIES OF SAMPLES**

The laboratory tests on samples if any required shall be done through national reputed agency approved by HRIDC.

The Contractor/s shall have to arrange for all field / lab tests at his own cost for carrying out all the tests required, as per Specifications or as stated elsewhere in the contract,

including supply of laboratory equipment and also provision of adequate number of qualified personnel, erection, maintenance and running of laboratory including all consumable like chemicals and reagents.

## **6. TAXES:**

- I. Taxes on works contract, GST, 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.

### **Note:**

- (i) Works contracts shall be treated as supply of services as per Schedule –II GST Act.
  - (ii) GST Act and Rules issued from time to time by the Government/ concerned authorities shall be applicable.
  - (iii) Contractor/ suppliers/ service providers/ parties shall register their firms State wise under GSTIN (GST Identification Number) and submit at the time of opening of tender or before the signing the agreement and shall mention place of business, registered office address and email id.
- II. If there is any increase/decrease/imposition of new tax/removal of existing tax by Central Govt/State Govt/Local bodies (including GST) in respect to any of the tax mentioned above, the same shall be borne by the Contractor and neither any additional payment will be made, nor any recovery will be made on this account. This should also be kept in view before tendering, as no subsequent changes will be made in the rates payable to the Contractor on this account.
  - III. 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.
  - IV. In case any tax is notified to be deducted at source from a specified date and certain payments have already been made in the period that lapsed between the date of applicability of tax and the actual date of implementation of the same, tax required to be deducted at source for this period will be recovered from the subsequent payment.

## **7. PRICE VARIATION CLAUSE/ ADJUSTMENT**

No Price Variation shall be applicable in this tender. Accordingly, no increase/ Decrease of prices of labour, material, fuel & other items is payable to contractor/s.

## **8. COMPLETION PERIOD**

The work is required to be completed within a period as specified in the NIT and Tender document from the date of issue of letter of acceptance. The work shall be completed in phased manner as specified in tender document.

The work has to be executed in co-ordination with other agencies working on or near the project.

In case of any delay in the completion period, the extension of the same shall be dealt as per the clause 49.0 of General Conditions of the contract.

## **9. DEFECT LIABILITY PERIOD**

Defect Liability Period has been specified in the Appendix to Tender.

## **10. INSURANCE**

Clause 9.0 of GCC may be referred.

## **11. PERFORMANCE GUARANTY:**

Relevant clauses (clause 8.0) of General Conditions of Contract are applicable regarding performance guarantee.

## **12. SECURITY DEPOSIT:**

Relevant clauses (clause 8.0) of General Conditions of Contract are applicable regarding retention money.

## **13. COMPLETION PERIOD, WORK PROGRAMME SUBMISSION AND COMMENCEMENT OF WORK AND DELAY & EXTENSION OF CONTRACT**

- a. The work is required to be completed within the period as mentioned in NIT and Tender Document from the date of issue of letter of acceptance.
- b. Within 7 (Seven) days of the issue of Letter of Award and before the work is commenced; the Contractor shall have to submit a detailed programme for each major element of the work, using the modern networking techniques for Project monitoring, for approval of the Engineer/HRIDC. The construction programme will show the general methods, arrangements, order and timing for all the significant activities in the works identifying the critical path for the work clearly.
- c. The agreement or the approval of the programme by the HRIDC/Engineer shall not relieve the Contractor of any of his responsibilities to complete the whole works by the prescribed time.



- d. The Contractor/s shall submit to the Engineer, for approval, an updated Program, whenever the Engineer may so direct, to take account of the actual progress of the Contract Works so as to achieve completion either before the due date for completion or by the due date for completion or as soon as practicable thereafter. The Engineer may further require the Contractor to indicate the means by which the programmed progress will be achieved. If the Contractor does not submit an updated Programme within a reasonable period as indicated by the Engineer, the Engineer/HRIDC may withhold the payment of next on account bill until the overdue Programme has been submitted.
- e. In case of any delay in the completion period, the extension of the same shall be dealt as per clause 49 of General conditions of contract (GCC).

#### **14. ACHIEVEMENT OF MILESTONE PROGRESS**

In order to ensure progress during execution of the work, the Contractor/s will be expected to achieve the following milestone targets ahead of dates mentioned against each. Failure to accomplish milestone targets within allocated time frame, save for reasons accepted as valid by the Engineer-in-charge, shall create and constitute ground for failure on the part of Contractor for maintaining progress of the work as per agreed programme sufficient enough to recover liquidated damage @ Rs 10,000/- per day after the due date of each mile stone, limited to amount as per GCC.

Contractor shall complete mobilization within 7 days from the date of issue of Letter of Acceptance (LOA).

In order to achieve the following time schedule, contractor will mobilize all necessary, suitable type and number of accessories, T&P, machinery, consumables, survey instruments, skilled/unskilled manpower etc. from the 'D' date (D is date of issue of LOA).

**1<sup>st</sup> Stages for Strengthening of Control Pillar Points**

<b>A</b>	<b>Stage-I</b>	
1	Establishment of Master Control Points on permanent locations with the help Differential Global Positioning System (DGPS) in static mode with 24 hours observation	D+10
2	Identification of location for fixing Pre-Cast RCC Pillars at SCP and TCP location and getting approval of the same from HRIDC prior to fix them at site.	D+10
3	Fixing of Pre-Cast RCC Pillars at SCP locations	D+40
4	Fixing of Pre-Cast RCC pillars at TCP locations	D+40
5	Establishment of Secondary Control Points on given locations with the help Differential Global Positioning System (DGPS) and post-processing the data with reference to MCP. The DGPS observation should be done in Static mode with a minimum of 6 hours of observation.	D+45
6	Establishment of Tertiary Control Points using DGPS instrument in static mode with minimum of 1 hr minutes of observation	D+60
7	Carry out Levelling to establish the 'Z' value of the control points using Auto Level	D+60
8	Carry out Total Station traverse survey along the control point network	D+90
9	Submission of deliverables of control points	D+95
<b>B</b>	<b>Stage-II</b>	
1	Staking of Centre line of designed alignment with wooden pegs at 20M interval and with a large wooden peg in every 100M interval including left and right land boundary at every 100M in straight, at every 40M in curve and at every change of width of land boundary. Item include ETS survey, cost of providing and fixing wooden pegs, making number at every 100M peg with permanent marker.	This activity will be done just one day prior to joint site visit and may be conducted at multiple location at a time. This activity is depending upon Land Acquisition and expected to start within 10 days of issue of LOA and complete within 18 months.
2	Conducting joint measurement of land in presence of HRIDC/HORC officials, Land owner and Revenue officials by means of restacking/rechecking of Centre line/land boundary with ETS, resifting and refixing of wooden pegs at finally decided location as per joint survey. Preparation & submission of Land Acquisition proposals in requisite copies under section 20E of Railway (Amendment) Act, 2008 as per format requirement of Revenue departments including collection of all necessary revenue records, information on affected land owners, land use pattern (such as agriculture, commercial, barren, forest etc and any other information required for publication of notification under section 20 (E).	This activity is depending upon Land Acquisition and expected to start within 10 days of issue of LOA and complete within 18 months. BOQ item 3 & 4 are part of this activity and will be operated on need basis.

3	Providing and fixing of Pre-Cast RCC Pillars size 350-250x350-250x1250mm, embed in M15 MCC foundation of size 450x450x750mm at left and right land boundary at every 100 mtr in straight and every 50m in curve and additional pillars at change of land boundary locations, with all material, lead and lift etc. HRIDC drawing to be followed.	Within 18 Months from date of LOA. This activity is depending upon Land Acquisition.
4	Picking of Land boundary corridor and C/L points using DGPS RTK instrument, and delivery of ground & grid coordinates of all the ground features or surveyed points along the alignment for a minimum width of 100M or as per engineer in charge. (This activity will be undertaken as and when land boundary pillars are fixed).	Within 18 Months from date of LOA. This activity is depending upon Land Acquisition.
<b>Note:</b> 'D' is date of LOA.		

**Note:**

- 1 **'D' is the date of issue of Letter of Award by HRIDC to the Consultant.**
- 2 **The liquidity damages recovered under clause 14 of SCC and clause 49.6 of GCC together would be limited to 10% of the contract value of the work.**
- 3 **Penalty for non-adherence to agreed programme as defined in stage-I:** Schedule mentioned in above para in stage-I & II will be treated as agreed programme for progress of work. If contractor fails to submit the desired deliverables as per stage-I above a token penalty of Rs. 1,00,000/- will be levied for each case of delay in adhering the time schedule laid down. Maximum penalty will be restricted to Rs. 3.0 lakhs. The penalty will be in addition to liquidated damages as specified in General Conditions of contract. This penalty is not applicable for schedules included in Stage-II as these activities are depending upon progress of land acquisition and involvement of third party.
- 4 **Revised programme:** In case of reasons beyond control of contractor, engineer may consider extension of time and approve the revised programme submitted by contractor. In case, quantity is increased beyond the quantities included in original scope of work, suitable extension of completion period will be given and engineer will also consider and approve the programme submitted by contractor. However, under both the circumstances, engineer, by way of specific instructions in writing, will be at liberty to withdraw incentive clause.
- 5 In case, contractor is not able to achieve the satisfactory progress of work, HRIDC will be entitled to cancel full or part of the work and to get it executed through alternate means. In such case, HRIDC will also be entitled to take necessary action against defaulting contractor as per contract conditions.

**15. CONTRACT AGREEMENT**

The Contractor/s shall enter into and execute the Contract agreement in the form of agreement (**Annexure-IV**) normally within **28 days** from the date of issue of Letter of Acceptance. The stamp papers of the requisite value as per the prevailing laws shall be provided by the Contractor/s at his own cost. Original

agreement shall be retained by the HRIDC/Engineer and a certified copy shall be made available to the Contractor/s. Till execution of contract accepted LOA shall be treated as agreement and bindings of contract.

## **16. IMPLEMENTATION OF QUALITY, SAFETY, HEALTH AND ENVIRONMENT MANAGEMENT SYSTEM (REF. CLAUSE 44 OF GCC)**

In reference to clause 44 of GCC, specification of Safety, health and Environment specification has been attached, which shall be followed by the contract, during execution of work.

## **17. POWERPOINT PRESENTATION BY CONTRACTOR**

The contractor/s shall make power point presentation of the project as and when required/instructed before HRIDC, GoH and Railways to facilitate approval/ decision thereof.

## **18. SPECIAL CONDITIONS (GENERAL)**

- 18.1.1 The Special conditions covers the “Field verification for land boundary and supplying, fixing of boundary pillars along HORC alignment and it’s connectivities to existing IR/DFC networks, picking up of finalized land boundary and centre line coordinates using DGPS (RTK Method) by establishing control points in connection with Haryana Orbital Rail Corridor (HORC) from Palwal to Sonipat”. The detailed survey shall be carried out all along the section covering all information required to be used for designing of structures, alignment and possession of land.
- 18.1.2 In case, of non-performance/slow progress, HRIDC is authorized to curtail the work and assign to alternate agency, by giving due notices to contractor under clause 62 of Standard GCC of contract.
- 18.1.3 In case of any conflict between “Standard General Conditions of Contract” and “Special Conditions of Contractor”, later will prevail.

### **18.2.0 SCOPE**

- 18.2.1 The work shall include mobilization of all necessary instruments in required numbers to achieve the progress milestones, with necessary accessories, tools and plants, surveyor and survey instruments, providing necessary engineering supervision and technical personnel, skilled and unskilled labours, arranging water, drilling equipment etc. as required to carry out the entire field as well as interpretation of data collected and preparation of a combined report, study of land plans, coordination with revenue officials, land owners for finalization of land boundary and fixing of land boundary at finalised location.
- 18.2.2 HRIDC will furnish the alignment plan with ROW and land plan. Co-ordinates of existing control points established by previous agency of HRIDC will also be provided with KML file. The contractor shall make his own arrangements for locating the co-ordinates and position of these control points. Initial Centre line marking will be done with the help of these control points and after completion of DGPS networking and network adjustment revised coordinates will be provided to each of these initial control points. But it will be kept in mind that for initial survey i.e. prior to joint site visit initial coordinates will be used and after finalization of land boundary and C/L at ground

picking up of land boundary and C/L will be done with respect to the revised coordinates. Contractor has also to provide a comparative statement showing the difference between initial and established values of coordinates along with reduced levels.

- 18.2.3 All the field data shall be recorded in the proforma recommended in Indian Standard Codes and the field records shall be maintained by field staff and will be countersigned by the HRIDC representative on need basis. The contractor shall submit two copies of the field records including original to the engineer-in-charge soon after the completion of field work. All the survey are to be carried out by the contractor as per the priority requirements of the engineer-in-charge.
- 18.2.4 The contractor shall inform, well in advance, to the engineer-in-charge giving reasons if any additional specific task to be done which he considers necessary to be carried out duly considering local conditions.
- 18.2.5 All the boundary pillars to be casted at some precast yard/suitable location and may be spread all over the alignment which suits to the contractor, but approval of the same is required from the engineer. Contractor shall maintain quality of concrete and should be supported by cube testing as per frequency provided in IS-456. For testing of cubes contractor may hire any nearer NABL certified lab not owned by them or in the case of own NABL lab cube tests for each batch will be witnessed by HRIDC representative. HRIDC representative can check the work and quality at any stage and at any point of working but will not be mandatory for certifying payment.
- 18.2.6 The contractor initially shall interact with the engineer-in-charge to get acquainted with revenue officials but further coordination for completion of field survey is prime responsibility of contractor.

### 18.3.0 List of villages are as under

SN	District	Tehsil	Village
1	Palwal	Palwal	Parali
2	Palwal	Palwal	Dehlaka
3	Palwal	Palwal	Kalwaka
4	Palwal	Palwal	Chhaprala
5	Palwal	Palwal	Prithla
6	Nuh	Tauru	Kalwari
7	Nuh	Tauru	Sabras
8	Nuh	Tauru	Dingerheri
9	Nuh	Tauru	Goela
10	Nuh	Tauru	Kuliaka
11	Nuh	Tauru	Gobjka
12	Nuh	Tauru	Padheni
13	Nuh	Tauru	Binduwas
14	Nuh	Tauru	Kharkhari
15	Nuh	Tauru	Dhulawat
16	Nuh	Tauru	Sehsola
17	Nuh	Nuh	Khor
18	Nuh	Nuh	Rupaheri

19	Nuh	Nuh	Meraula
20	Nuh	Nuh	Rojka meo
21	Nuh	Nuh	Kherli kankar
22	Nuh	Nuh	Rewasan
23	Nuh	Nuh	Khanpur
24	Nuh	Nuh	Indri
25	Nuh	Nuh	Atta
26	Nuh	Nuh	Udaka
27	Nuh	Nuh	Bhirawati
28	Gurugram	Farukhnagar	Mubarikpur
29	Gurugram	Farukhnagar	Jhanjrola
30	Gurugram	Farukhnagar	Sultanpur
31	Gurugram	Farukhnagar	Saidpur mahammadpur
32	Gurugram	Farukhnagar	Khatawas
33	Gurugram	Farukhnagar	Patli hajipur
34	Gurugram	Farukhnagar	Jhundsarai abad
35	Gurugram	Farukhnagar	Babra bakipur
36	Gurugram	Subtehsil Harsaru	Basharia
37	Gurugram	Subtehsil Harsaru	Dhana
38	Gurugram	Manesar	Baslambi
39	Gurugram	Manesar	Kasan
40	Gurugram	Manesar	Mokalwas
41	Gurugram	Manesar	Fakharpur
42	Gurugram	Manesar	Kukrola
43	Gurugram	Manesar	Fazalwas
44	Gurugram	Manesar	Chandla dungarwas
45	Gurugram	Manesar	Bhaghanki
46	Gurugram	Manesar	Langra
47	Gurugram	Manesar	Udepuri
48	Gurugram	Sohna	Sancholi
49	Gurugram	Sohna	Karanki
50	Gurugram	Sohna	Silani
51	Gurugram	Sohna	Khuntपुर
52	Gurugram	Sohna	Ratika noabad
53	Jhajjar	Badli	Badsa
54	Jhajjar	Badli	Munda khera
55	Jhajjar	Badli	Ismailpur
56	Jhajjar	Badli	Dewarkhana
57	Jhajjar	Badli	Lagarpur
58	Jhajjar	Badli	Dariapur
59	Jhajjar	Badli	Badli
60	Jhajjar	Badli	Majri
61	Jhajjar	Badli	Gubhana

62	Jhajjar	Badli	Bhupnia
63	Jhajjar	Bahadurgarh	Daboda khurd
64	Jhajjar	Bahadurgarh	Mehndipur
65	Jhajjar	Bahadurgarh	Mandothi
66	Jhajjar	Bahadurgarh	Jakhota
67	Jhajjar	Bahadurgarh	Asandah todran
68	Jhajjar	Bahadurgarh	Jasaur kheri
69	Jhajjar	Bahadurgarh	Kheri jasaur
70	Jhajjar	Bahadurgarh	Nilothi
71	Sonipat	Kharkhoda	Kidohli
72	Sonipat	Kharkhoda	Prahladpur
73	Sonipat	Kharkhoda	Pai
74	Sonipat	Kharkhoda	Barona
75	Sonipat	Kharkhoda	Gopalpur
76	Sonipat	Kharkhoda	Pipli
77	Sonipat	Kharkhoda	Thana kalan
78	Sonipat	Kharkhoda	Turakpur
79	Sonipat	Kharkhoda	Mandori
80	Sonipat	Kharkhoda	Mandora
81	Sonipat	Sonipat	Abbaspur
82	Sonipat	Sonipat	Nahra
83	Sonipat	Sonipat	Malha majra
84	Sonipat	Sonipat	Chhatera bahadurpur
85	Sonipat	Rai	Akbarpur barota
86	Sonipat	Sonipat	Ladpur
87	Sonipat	Sonipat	Jagdishpur
88	Sonipat	Sonipat	Bhawapur
89	Sonipat	Sonipat	Nasirpur bangar
90	Sonipat	Sonipat	Harsana khurd

18.3.2 The Tenderer/s must visit the site prior to submitting his Tender to acquaint himself fully with the nature, type, scope of work and involvement therein. The rates quoted shall remain firm during the entire period of execution till completion of the work and any additional claim for lack of knowledge shall not be entertained.

#### **18.4.0 COLLECTION OF SITE INFORMATION**

18.4.1 The contractor shall collect existing local knowledge and may visit the site prior to quoting their rates.

18.4.2 The contractor shall make use of information gathered from local bodies, competent land acquisition authority about the ownership of land which will help in joint site visit.

18.4.3 The contractor shall make a survey for identification of casting location of pillars suit to easy availability of materials as well transportation of pillars to their designated locations.

#### **18.5.0 Deployment of Surveyor and site staff:**

- 18.5.1 Deployment of staff will be according to the clause F of Annexure-III Section-III but not limited to the specified number. As per requirement and fronts available contractor should deploy additional professionals/team to complete the work as early as possible. No additional payment will be made to the agency for deployment of the professionals as the rates are included in the schedule of rate.
- 18.5.2 Team leader/ Chief Surveyor/ Chief Coordinator is a vital position of the work and will be responsible for overall progress of work. His coordination with revenue official will be the key for successful completion of the proposed work and will be deployed from day one to the end of the work and handing over of deliverables. In the case of his non availability penalty of Rs. 50,000.00 per month will be imposed and will be deducted from running bills and this penalty will be additional to any other deductions. His presence should be ensured every month by HRIDC representative and his day-to-day activities will be monitored by HRIDC. In the case of any urgency suitable replacement will be given by the contractor.
- 18.5.3 **Laboratory:** In the case of non-availability of own lab for testing of cubes a survey to be conducted for nearer lab for testing of cubes. In the case of own lab same shall be suggested to HRIDC and after being agreed upon same will be used for testing of cubes to ascertain the strength of boundary pillars. The scheduling of laboratory tests, conduction of lab tests, analysis and interpretation of test results, drafting of report and recommendations shall be carried out by a Civil Engineering graduate with at least 5 years of experience.
- 18.6.0 After completion of each day's field activity the surveyor shall share the details including loop closure as defined in TOR. On completion of all field survey activities agency has to submit computed data as under:
- a) DGPS survey of Master control points, Secondary control points & Tertiary control points for whole project length.
  - b) Total Station and Auto Level survey can be done and submitted partly but with loop closure.
  - c) Fixing of Joint site visit, Fixing of Boundary pillars will be coordinated and data thereof will be submitted at the end of each month but daily progress in this regard may be submitted to HRIDC by suitable means.
- 19.0 Deployment of machinery & manpower:**  
Contractor will deploy adequate numbers of required type of rigs/ machinery/ T&P/Consumables and skilled/unskilled manpower etc. for completion of work as schedule mentioned in para 14.0 as above.
- 20.0 Access to site:**  
Any legal/administrative hindrance in getting access to site will be resolved by HRIDC. Crop compensation, if any, required to be paid to farmers will be arranged and paid by HRIDC. However, any improvement to ground, road etc. required for transportation of machinery etc. will be done by contractor at his cost and after demobilization of machinery and completion of work, ground/ road will be reinstated to the original condition.
- 21.0 Maintenance period:** 3 Months period is stipulated for this contract.



**22.0 Applicability of Price Variation Clause:**

Payment will be made as per agreed rates terms & condition of contracts. The rates will be firm and no price variation will be applicable for this contract.

**23.0 Applicability of Joint Venture:**

No Joint Venture (JV) or consortium is permitted for this contract.

**24.0 Applicability of mobilization advance:** No mobilization advance will be given.

**25.0** Work will normally be carried out in day time (Sun rise to Sun set). Night working will be done only with the prior approval of engineer-in-charge

**26.0 MEASUREMENTS**

- a) All measurements shall be in IS Units.
- b) Length shall be measured in metres (m) correct to two places of decimals. Areas shall be worked out in square meters (sqm) and volume in cubic meters (cum) rounded off to two decimals.

**27.0 Payment schedule**

The Monthly Payment will be made as per accepted rates, terms and condition of contract for executed work as per specification of contract and in Indian Currency. The work is as per specification shall be certified by HRIDC officials.

**29.0 Dispute redressal**

Arbitral proceedings including appointment of Arbitral Tribunal will be dealt with as per relevant clauses of Standard General Conditions of Contract. In case of challenge related to appointment of Arbitral Tribunal or Arbitral Award, only courts at Chandigarh will have the jurisdiction.

## SECTION VIII: TERMS OF REFERENCES (TOR)/ TECHNICAL SPECIFICATIONS

### 1.0 GENERAL

HRIDC (Haryana Rail Infrastructure Development Corporation Ltd.) a joint venture of Govt. of Haryana and Ministry of Railways has been entrusted with design and construction of new BG double line from Palwal to Sonipat named HORC in the state of Haryana, India. In this connection HRIDC intend to call **open online e- tender** for the work of “Field verification for land boundary and supplying, fixing of boundary pillars along HORC alignment and it’s connectivities to existing IR/DFC networks, picking up of finalized land boundary and centre line coordinates using DGPS (RTK Method) by establishing control points in connection with Haryana Orbital Rail Corridor (HORC) from Palwal to Sonipat.”.

In this work HRIDC will be the employer and agency will be the contractor. The work site is proposed rail corridor from Palwal to Sonipat including spur lines for approximate route length of 152 KM.

### 2.0 OBJECTIVE

- 2.1 The main objective of this work to fix land boundary pillars at specified intervals during actual field verification of land in presence of HRIDC, Revenue official and land owners followed by picking up of C/L and Land boundary coordinates by RTK method @ 20M interval in presence of all concerned members for future reference.
- 2.2 Establishment of control points, fixing of land boundary & picking up of finalized boundary and C/L coordinate will help HRIDC in a grate manner during actual possession of land and during construction phase.

### 3.0 SCOPE

The scope of work shall be as below but not limited to:

- 3.1 The work shall include mobilization of all necessary survey equipment, accessories, material, tools and plants, providing necessary engineering supervision and technical personnel, skilled and unskilled labours, vehicles etc as required to carry out the entire field as well as office work, analysis, interpretation and processing of survey data collected and submission of deliverables.
- 3.2 HRIDC will provide alignment and land plan and schedule published in 20A along with established control points along with their respective values. Contractor prior to start of field verification work will establish new control points covering the alignment as per specification.
- 3.3 Marking of C/L and land boundary is to be done by contractor prior to start of field survey using initial control points provided by HRIDC.
- 3.4 During joint measurement with HRIDC, Land owner and Revenue staff actual ROW will be finalized and boundary pillar will be fixed at finalized location.
- 3.5 After finalization and fixing of land boundary and C/L picking up of land boundary and C/L will be done by DGPS survey (RTK method) at 20M interval and final data to be submitted to HRIDC in auto cad format.

**3.6 Completion period and stage wise progress:** Stage-I activity will be completed in 90 days and stage-II activities will be operated separately within 18 months from date of LOA.

SN	Description	Start of work & Completion Period
<b>A</b>	<b>Stage-I</b> This activity is associated with strengthening of control pillar points and to be completed on priority basis on a vision that during joint site verification HRIDC have new corrected coordinates with a grater density and will help HRIDC to work smoother and easier.	
1	Establishment of Master Control Points on permanent locations with the help Differential Global Positioning System (DGPS) in static mode with 24 hours observation	D to D+10
2	Fixing of Pre-Cast RCC Pillars at SCP locations	D to D+40
3	Fixing of Pre-Cast RCC pillars at TCP locations	D to D+40
4	Establishment of Secondary Control Points on given locations with the help Differential Global Positioning System (DGPS) and post-processing the data with reference to MCP. The DGPS observation should be done in Static mode with a minimum of 3 hours of observation.	D+10 to D+45
5	Establishment of Tertiary Control Points using DGPS instrument in static mode with minimum of 1 hour of observation.	D+15 to D+60
6	Carry out Levelling to establish the 'Z' value of the control points using Auto Level.	D+25 to D+75
7	Carry out Total Station traverse survey along the control point network.	D+25 to D+80
8	Submission of control point deliverables	D+90
<b>B</b>	<b>Stage-II</b> This activity is associated with Land Acquisition process and will start with consent of different LA authority. Contractor should note that joint site verification can be possible at different locations at same time. Sufficient resources in this regard may be deployed with prior coordination with different land acquisition authorities & HRIDC.	There is no specific date of start or completion but expected to be completed within 18 months
1	Staking of Centre line of designed alignment with wooden pegs at 20M interval and with a large wooden peg in every 100M interval including left and right land boundary at every 100M in straight, at every 40M in curve and at every change of width of land boundary. Item include ETS survey, cost of providing and fixing wooden pegs, making number at every 100M peg with permanent marker.	One day prior to scheduled date of joint site verification.

2	Conducting joint measurement of land in presence of HRIDC/HORC officials, Land owner and Revenue officials by means of restacking/rechecking of Centre line/land boundary with ETS/Tape, resifting and refixing of wooden pegs at finally decided location as per joint survey.	On the date of scheduled joint verification.
3	Marking of C/L, left and right land boundary by means of lime powder in between two successive pegs in presence of HRIDC/HORC officials, Land owner, Revenue officials.	
4	Picking of Land boundary corridor, C/L points and other survey data such as roads, canals etc using DGPS RTK instrument, and delivery of grid coordinates of all the surveyed points. (This activity will be undertaken as and when land boundary pillars are fixed by HRIDC).	During joint verification and in some cases after fixing of land boundary.
5	Providing and fixing of Pre-Cast RCC Pillars size 350-250x250x1250mm, embed in M15 MCC foundation of size 450x450x750mm at left and right land boundary at every 100 mtr in straight and every 50m in curve and additional pillars at change of land boundary locations, with all material, lead and lift etc. HRIDC drawing to be followed.	Just after completion of field verification and expected to be completed within 18 months from date of issue of LOA.
C	<b><u>Assistance to HRIDC for alignment control:</u></b> The contractor, for a period of 18 months from date LOA, will provide assistance to HRIDC for alignment control. During this period, on specific instructions of HRIDC, the contractor shall provide survey team to carry out the required survey work, which shall be paid separately under relevant item of BOQ.	For a period of 18 Months from date of issue of LOA
<b>Note:</b> 'D' is date of LOA.		

#### 4. Data to be supplied by HRIDC

- 4.1 HRIDC shall provide the locations of already established Horizontal control points in CAD, Excel and KML formats.
- 4.2 HRIDC shall provide the local/ground coordinates of the rail corridor points (including that of center line, right and left corridor)
- 4.3 KMZ Location and coordinates (X,Y,Z) of control pair points established by earlier survey agency.
- 4.4 Coordinates (X, Y) of centre line, right and left Land corridor of the alignment in MS Excel, CAD file and KMZ file.

#### 5. Deliverables by the Contractor

Contractor has to deliver the output as mentioned in technical specifications.

**6. Access to site:**

Any legal/administrative hindrance in getting access to site will be resolved by HRIDC. Crop compensation, if any, required to be paid to farmers will be arranged and paid by HRIDC. However, any improvement to ground, road etc. required for transportation of machinery etc. will be done by contractor at his cost and after demobilization of machinery after completion of work, ground/road will be reinstated to the original condition.

**7. Completion period:**

Entire work is to be completed in **18 (Eighteen) months** from date of issue of LOA. However, contractor may note that the work is dependent upon land acquisition process maturing to the level of actual possession of land. Contractor will have to deploy sufficient teams to match the progress of land acquisition and availability of revenue officials. The land acquisition process may not take place in continuous stretches in one go and work may have to be undertaken in discontinuous patches. In case land acquisition process is not completed within 18 months, the suitable extension of DOC will be granted by HRIDC in terms of Standard GCC attached with tender document.

**8.0 Technical Specifications**

**8.1 Staking of Alignment and Land Corridor (item no. NS/1):**

Using the data such as Control points and Coordinates of C/L & Land boundary given by HRIDC, centre line will be staked using Total Station and fixing of small wooden pegs at specified interval will be done one day prior to start of scheduled joint verification of land with land owners, Revenue officials and HRIDC.

On C/L at every 20M small wooden pegs will be fixed and at each 100m a large wooden peg should be used. These 100m C/L pegs should have their numbers marked in figures by permanent marker. The numbers branded on pegs should indicate hundreds of meter, thus 57 would mean 5700m from zero Chainage.

For centreline, at TPCC and TPTC (i.e., 4 points) of each curve and two abutment locations for each major bridges, large wooden pegs will be fixed and TPCC, TPTC, A1, A2 will be marked with permanent marker.

Left and Right corridor will also be staked at a distance of 100m in straight portion and at 40m in curve portion. In addition, change of land boundary will also be staked.

Payment against this item will be done after certification by HRIDC field representative.

**8.2 Conducting Joint measurement (item no. NS/2, 3 & 4):**

These items are time taking, need intensive coordination with revenue officials, land owners and HRIDC. Contractor has to establish good coordination between all members i.e. Land owner, HRIDC and Revenue staff for conducting joint land verification. Contractor will deploy sufficient teams as per availability and plan of revenue officials. The contractor will first stake the alignment and land boundary with wooden pegs as per para-8.1 above. At some locations, where there is dispute

regarding land corridor, joint inspection/joint measurement along with revenue officials will be required. Contractor will associate himself in the joint inspection and will do necessary re-staking of centre line, land boundaries, refixing and repegging of wooden pegs.

These items are required to be operated at different locations with different combinations. In some cases operation of BOQ item no. 1 is sufficient for conducting joint verification and in some cases there will be requirement to operate BOQ item no. 2 or 3 or 4. Any combination of operation is possible during joint verification of land. This is the reason there will be possibility of quantity variation both in positive and negative. Once the joint inspection is done or joint inspection is not needed, on HRIDC advice, contractor will fix permanent RCC pillars for land boundary corridor.

Payment of these items will be done only by certification of HRIDC field representative present during the joint verification. No additional payment for repeated verification will be done against BOQ item no. 2, 3 & 4.

### **8.3 Fixing of Boundary pillars (item no. NS / 5):**

RCC pillar (M-20) of dimension 350-250X350-250X1250mm shall be fixed after finalization of land boundary (750mm buried in ground) with CC foundation (M-15) of size 450X450X750mm. Detailed drawing of RCC pillar may be referred. Painting 2 coats with good quality enamel paint on exposed portion (top 500mm) of pillar and lettering of chainage and land boundary (distance from Centre line) at every land boundary pillar with good quality enamel paint will be done.

The pillars shall be casted engraving NR on one side and HORC on opposite side of each pillar. **No Payment of transportation of pillars from casting depot to site of work is payable to the contractor/s as it is included in the cost of pillar.**

50% payment of pillars will be done on delivery of pillars at finalised locations and balance 50% of payment will be done after fixing of pillars at specified locations with enamel painting and lettering. HRIDC will not be responsible for any damage or missing of pillars. For certification of payment photographs with coordinates of pillars both in soft and hard copy are required. All pillar supply and fixing shall be certified by HRIDC field representative.

### **9.0 Technical Specifications (Fixing control pillars)**

#### **9.1 Strengthening of the horizontal control point network by Geodetic Survey:**

The objective is to strengthen the available DGPS control point network and delivering the UTM projection grid coordinates of the control points. The contractor will follow the “Whole to Part” concept for creating the DGPS network and follow the methodology given in the subsequent paras. The contractor shall deliver the global coordinates (Latitude, Longitude and Ellipsoidal height) and the grid coordinates of all the control points with respect to WGS84 datum and UTM projection Zone 43 N.

#### **Methodology for Establishment of DGPS network**

The proposed rail corridor is approximately 128 km long main line, from Palwal to Sonipat in the state Haryana, plus the additional 27 Km of spur line corridor. HRIDC will provide contractor the proposed rail corridor alignment in CAD and KML file formats

along with coordinates of the GPS points established by earlier agency. The contractor should follow the “Whole to Part” concept for the establishment of the DGPS control network. The methodology for establishment of Master Control Points (MCP), Secondary Control Points (SCP) and Tertiary Control Points (TCP) is described below.

#### **9.1.1 Establishment of Master Ground Control Points (MCPs) (item no. NS/6)**

The contractor shall establish Master Control Points (MCP) that are spaced at an average of 45-50 km distance from one end of the corridor to the other end. The MCP network shall form well-conditioned triangles.

The DGPS network should contain a prime network consisting of master control points spaced at average of 50km interval. The MCP’s shall be designed in such a way that they form a network of well-conditioned triangles. The master control points should be observed for at least 24 hours using at least 24 channel DGPS instrument having differential post processed accuracy of at least  $\pm (5\text{mm}+1\text{ppm} \times \text{Baseline Length})$ . The DGPS observations should be done with at least 5 receivers forming 5 vertices of well-formed good triangle. Observations taken with Geometric Dilution of Precision (GDOP) exceeding 5 should not be considered. During observations, satellite mask angle should be above 15 degree. The Master Control Points shall be established at permanent locations that are selected by the contractor and shall be approved by CRCL representative. While establishing master control points nearest survey of India BM shall be taken in to the loop so as to make the control points more accurate. On award of work the list of Survey of India control points will be provided by HRIDC.

#### **9.1.2 Establishment of Secondary Control Points (SCP) (item no. NS/7)**

With reference to the MCP, the contractor shall establish the Secondary Control Points (SCP) that are spaced at average distance of 3-5 km in a static mode. HRIDC shall provide the list of control points that are already established and the contractor shall densify the SCP network by adding necessary points that are needed for forming well-conditioned triangles. HRIDC will provide the locations of Horizontal control points (SCP) that are already established along with their respective local/ground coordinates. Contractor shall establish additional SCP pairs as per requirement on some permanent features like culvert, bridge parapet etc. Where no suitable permanent feature is available, contractor shall provide RCC pillars for SCPs.

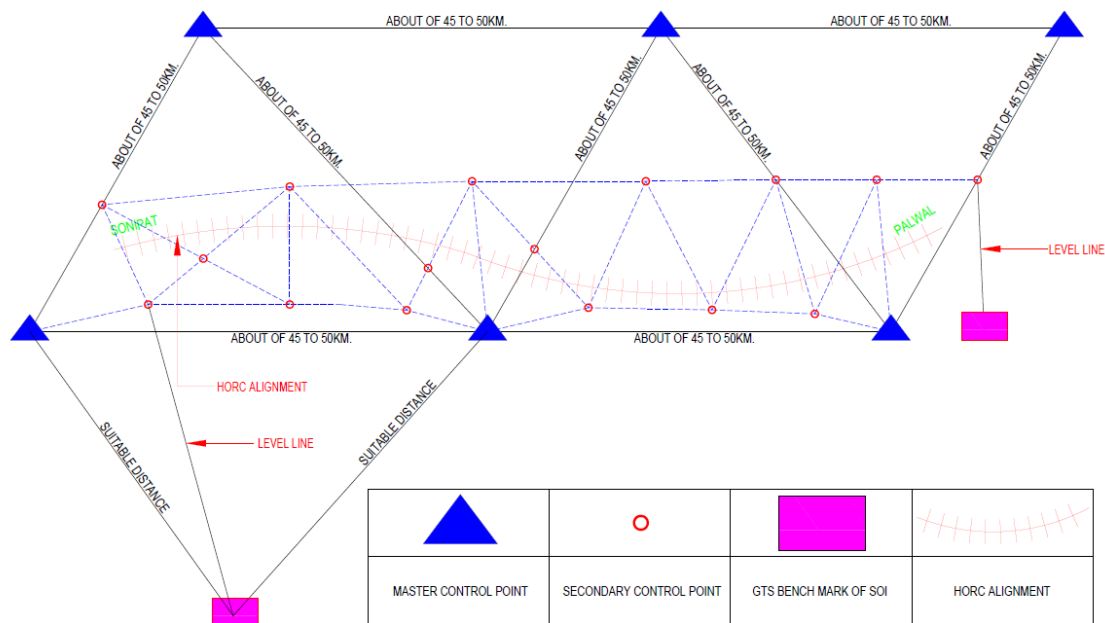
The RCC pillars for SCPs should be of 250mmx150mmx1000mm size with grouting in M15 CC foundation of size 450 x 350 x 450mm. The SCP pillar shall be as per the detailed drawing given by HRIDC. The contractor shall design the SCP network such that closed loops consisting of a network of triangles is formed and the initial SCP shall be connected to the MCP. The contractor shall densify the SCP wherever needed for forming well-conditioned sub-triangles.

The contractor shall design the SCP sub-triangles well in advance and get it approved by HRIDC before proceeding to site. The triangles shall be well formed and preferably not too acute or obtuse, with sufficient redundancy so that a base line could be formed by observations from multiple control points.

The contractor shall establish the coordinates of SCP with reference to the MCP. Observations at other SCP's will commence after completion of DGPS reading at the MCPs.

Simultaneous readings at the three SCPs forming a triangle shall be taken in differential mode. Observations shall be taken for a minimum, but not limited to 1 common hour at all the three HCP (Horizontal Control Points) in differential mode to get accurate results. For this, the starting point of first triangle is to be observed for minimum 3 hours and subsequent observations will be for min 1 hour common observations.

After completing the observations of three intermediate SCP, rearmost DGPS receiver shall be shifted to next SCP as shown in sketch. In this way, reading at each intermediate SCP point will be taken for at least three hours, as each point will be common to three triangles.



(Fig : Sample DGPS Network)

### 9.1.3 Establishment of Tertiary Control Points (TCP) (item no. NS/8)

The contractor shall establish Tertiary Control Points (TCP) at an average distance of 1000 meters with reference to SCP's. All the TCP's should have an auxiliary point. TCP and auxiliary points shall be fixed on pre-cast RCC pillars (Size 150x150x 600 mm) on the ground. Wherever, suitable alternative permanent structures are available, same may be used instead of RCC pillars.

Before starting the DGPS observation the contractor shall fix pre-cast RCC pillars at average 1Km interval between any two Secondary Control Points. The pillar should be of the following dimension – 150mmx150mmx600mm. The TCP pillar shall be as per the detailed drawing given by HRIDC. Alternatively, if some permanent feature/s



is/are available near the desired location of TCPs, same may be used for the purpose of Tertiary Control Point.

The tentative locations of the TCP will be first identified on google image and shall be approved by CRCL. Based on the ground conditions and feasibility of fixing RCC pillar the location of the TCP can be moved to a nearby location.

All the TCP's shall be fixed in pairs i.e., each main TCP shall have an auxiliary TCP. The TCP pre-cast RCC pillars will be located at such locations that are free from interference (human, structures, Electric lines, Radio towers etc.) and clearly visible from the sky. The contractor shall measure the coordinate of the TCP by using DGPS instrument and the DGPS observation shall be done in static mode with a minimum observation time of 1 hr. The DGPS observation and processing of its coordinates shall be with reference to the nearest SCP.

***Processing of Data and Deliverables:***

All the MCP, SCP and TCP's shall be surveyed using dual frequency DGPS equipment in Static mode with specified period of observation. All the newly established SCP's and TCP's will be established in "Pairs" i.e., each newly established SCP and TCP shall have an auxiliary point.

The contractor shall download raw data from Total Station data and DGPS receiver data to a PC at site itself and thereafter apply suitable projection system so as to arrive at grid coordinates (Northing, Easting and Elevation with reference to Mean Sea Level) from geographical coordinates (Latitude, Longitude & Ellipsoidal Height) observed at site. For doing the network adjustment, MCP may be fixed for horizontal control.

Post-Processing of the data can be done in office, and shall include triangulation to check for closing triangle and apply necessary corrections. The contractor shall also carry out comparative analysis of coordinates obtained by observations from subsequent ground control markers forming redundant triangles. The accuracy of these shall be at least be 1 in 1,00,000 or better.

The parameters used for transformation shall be duly documented in the Report provided by the Contractor.

Both the Raw Data (in RINEX as well as proprietary formats of GPS manufacturer) as well as the Transformed Data shall be supplied by the Contractor to HRIDC.

All the teams shall ensure that details in required format are furnished promptly to the HRIDC representative working near the site, in softcopy and hardcopy forms, duly checked and verified, supported with "not to scale" neat sketches.

The Surveyor shall also submit photographs of all the control points (MCP's, SCP's and TCP's) surveyed by him. The photographs shall clearly identify the control point and its surrounding areas.

Signals from some satellite may be disabled in an optimum way to get maximum accuracy.

The co-ordinates of the control point shall be with reference to single grid in metric system and WGS datum on UTM projection system zone 43 N.

The deliverables should include Network Adjustment report, Baseline processing reports and loop closure reports of the master control points as well as the sub-triangle pillar points.

## **9.2 Carrying out Total Station Traverse Survey ( item no. NS/9):**

The objective is to carry out Total Station Traverse from one end to other end of the corridor covering all Secondary Control Point (SCP) and Tertiary Control Points (TCP).

- 9.2.1 The Total station traverse survey will begin after the completion of DGPS Control Point Survey.
- 9.2.2 The contractor will provide the ground coordinates of all SCP's and TCP's.
- 9.2.3 During traversing, contractor will always form a loop for closing, i.e TS traverse to be daily closed at the starting point, compute the total station traverse closure error, and obtain the adjusted ground coordinates of the SCP's and TCP's.
- 9.2.4 A sketch for surveyed points with respect to traverse stations shall be prepared in a field register with a noting of date of survey. Every page of the field register should be numbered and each page shall be signed by the contractor's surveyor and HRIDC site representative.
- 9.2.5 The following documents shall be maintained at site by the surveyor and submitted to the HRIDC and will be considered as property of HRIDC. These books and register shall be photocopied and submitted to HRIDC along with the part submission. Thereafter original will be submitted after the completion of the work.
  - a) Traverse Register – containing the records of running sub-traverse survey line, stations with their descriptions.
  - b) Photographs of the traverse stations clearly showing the base point used for the traverse survey.

### **9.2.6 Methodology for Total Station Traverse**

The objective of this activity is to carry out Traverse along the control point network using a Total Station. The following are the tasks

Before Starting the Total station traverse survey, the contractor will ensure that the control point pillars are firmly fixed on the ground.

The total station traverse survey shall broadly follow the rail corridor alignment and touch intervening control points.

The total station of reputed make with Angular least count of 1" and Linear least count of 1mm shall be used. The total station should be having calibration certificate not more than 3 months old. Z value shall be transferred by Auto Level.

The traverse should achieve angular accuracy of  $6'' \sqrt{N}$  (where N is the number of angles measured) and linear closure accuracy of 1 in 20,000 (after angular adjustment).

The traverse may be started from the first control point provided by HRIDC and after touching intermediate points, traverse will be closed at the same starting control point. If the closure error is within specified limit mentioned above, the error will be adjusted by transit method and will be distributed accordingly. From the adjusted coordinates of the last intermediate control point done in previous day, the traverse will be run to the next control points and adjustment will be done as mentioned above. Adjusted coordinates of additional control points will be given by the contractor to HRIDC along with traverse detail and traverse network adjustment report.

In case traverse error is more than the specified limits, traversing will be discarded and fresh traversing shall be done.

**9.3 Carrying out Leveling (item no.NS/10):**

The objective is to carryout levelling survey for the establishment of the 'Z' value of the control points. To achieve this objective the contractor shall carry out levelling survey for the network of the SCP's and TCP's. This activity will be carried out by running level line using Auto Level.

- 9.3.1 The leveling shall initially start from the HRIDC given control point. The day-to-day survey shall start and close at the same control point i.e., forming a loop.
- 9.3.2 The leveling field books shall be signed on a daily basis by the surveyor and the HRIDC site representative.
- 9.3.3 The contractor shall deliver the final levelling report along with the field books.
- 9.3.4 Levelling work shall be carried out with Auto level of reputed make and having calibration certificate not more than 03 months old. Before starting the field levelling work, the contractor will establish the 'Z' value at the HRIDC given control pair points and at contractor established additional control points.
- 9.3.5 For the above purpose, the contractor will start levelling work from the first control point at Palwal end and will use the 'Z' value of the starting control point given by HRIDC. The contractor will do levelling upto the next immediate control point and work out the closing error. Closing error of daily loop closure shall not exceed  $12\sqrt{K}$  mm, where K is the circuit length in kilometre. If closing error is within the permissible accuracy, the adjusted level of second control point will be worked out and will be used for the next survey loop of levelling. In case, accuracy of daily loop closure exceeds the limits defined above entire loop should be repeated till desired accuracy is achieved.

**9.4 Survey to collect land boundary details (item no. NS/11):**

The objective is collection of grid coordinates for the rail corridor land boundary. The contractor shall carry out DGPS survey in RTK mode to obtain the grid coordinates of the rail corridor land boundary as well as the rail centre line marked/fixed during varication of land boundary in joint verification. The contractor shall collect coordinates of the available survey points such as structures, nala, drain, road, railway tracks and centre line of HRIDC alignment etc.

**9.5 Fixing of Pre-Cast RCC Pillars (item no. NS/12 & NS/13):**

- 9.5.1 The contractor shall fix pre-cast RCC pillars, wherever needed, for all the newly established SCP's and TCP pairs as per detailed drawing.
- 9.5.2 The RCC pillars shall be fixed on the ground well in-advance of the start of DGPS Survey/ Total Station Traverse Survey.
- 9.5.3 HRIDC drawings attached with this document are to be followed.

**9.6 Assistance to HRIDC for alignment control:** The contractor, for a period of 18 months from date LOA or any extension thereof, will provide assistance to HRIDC for alignment control.

T. No. HRIDC/HORC/186/2021/03

During this period, on specific instructions of HRIDC, the contractor shall provide survey team to carry out the required survey work, which shall be paid separately under relevant item.

## SECTION IX: CERTIFICATION OF FAMILIARIZATION

### **Certificate of familiarization**

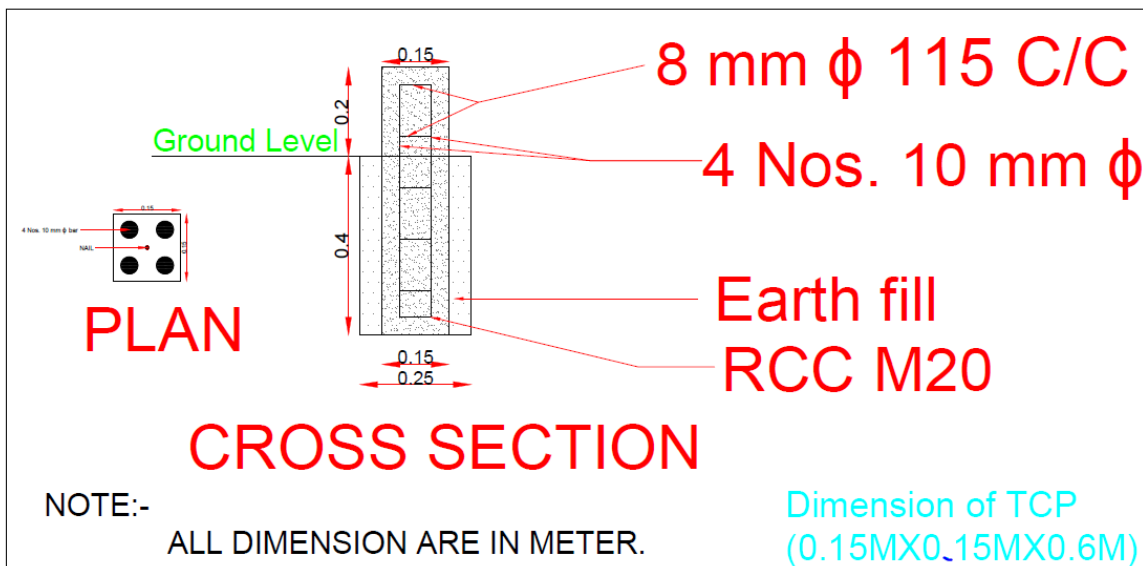
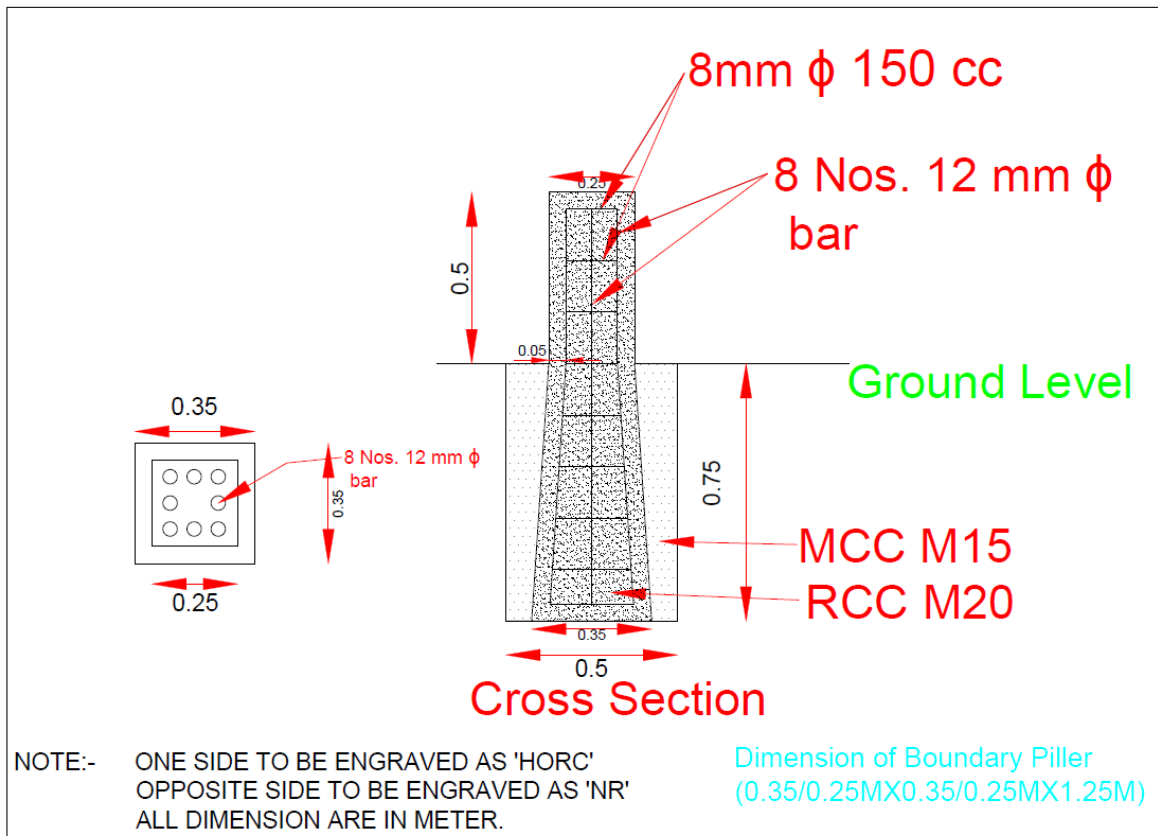
- A.** I/We hereby solemnly declare that I/We have visited the site/place of work and have familiarized myself/ourselves of the working conditions there in all respects and in particular, the following:
- a) Topography of the Area.
  - b) Soil conditions at the site of work.
  - c) Sources & availability of Construction material.
  - d) Borrow areas of earth.
  - e) Rates for construction materials.
  - f) Availability of local labour, both skilled and unskilled and the prevailing labour rates.
  - g) Availability of water & electricity.
  - h) The existing roads and access to the site of work.
  - i) Availability of space for putting labour camps. Officers, stores, godown, sheds engineering yards etc.
  - j) Climatic condition and availability of working days.
  - k) Prevailing all taxes, duties etc.
- B.** I/We have kept myself/ourselves fully informed of the provisions of this tender document comprising Instructions to the Tenderer/s, General Conditions of the Contract, Special Conditions of Contracts and Special Technical Specifications/ Conditions of contract apart from information conveyed to me/us through various other provisions in this tender document.
- C.** I/We have quoted my/ our rates as ‘Percentage above / below / at par’ on the estimated value of NIT with total cost as per Schedule of Approx. Quantities and Rates, in FINANCIAL BID taking into account all the factors given above.

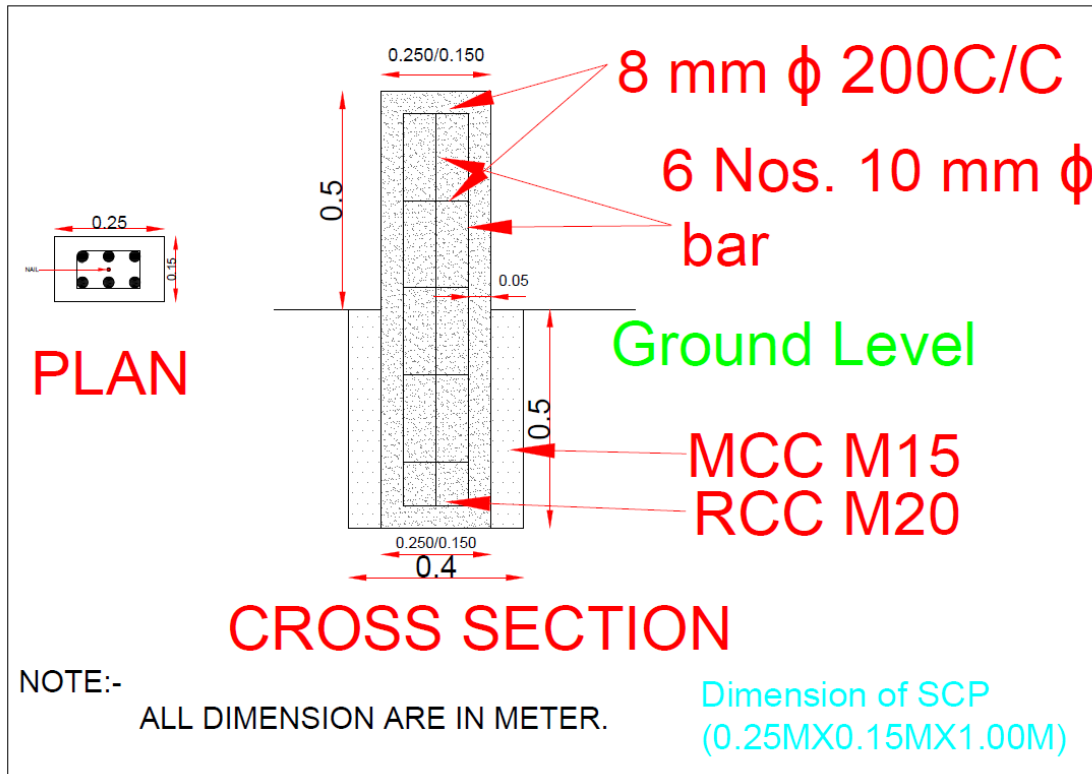
**(Signature of Tenderer/s)**

Date: \_\_\_\_\_

Place: \_\_\_\_\_

## Project Drawings





## **Financial Bid (2<sup>nd</sup> Packet)**

### **SECTION X: Schedule of Approx. QUANTITIES AND RATES**

**Name of work:** Field verification for land boundary and supplying, fixing of boundary pillars along HORC alignment and it's connectivities to existing IR/DFC networks, picking up of finalized land boundary and centre line coordinates using DGPS (RTK Method) by establishing control points in connection with Haryana Orbital Rail Corridor (HORC) from Palwal to Sonipat.

#### **SCHEDULE OF APPROXIMATE QUANTITIES AND RATES**

Sr. No.	Item No.	Description	Quantity	Unit	Rates (Rs.)	Amount (Rs.)
1.	NS/ 1	Staking of Centre line of designed alignment with wooden pegs at 20M interval and with a large wooden peg in every 100M interval including left and right land boundary at every 100M in straight, at every 40M in curve and at every change of width of land boundary. Item include ETS survey, cost of providing and fixing wooden pegs, making number at every 100M peg with permanent marker.	152.00	Route KM	10559.68	16,05,071.36
2.	NS/ 2	Conducting joint measurement of land in presence of HRIDC/HORC officials, Land owner and Revenue officials by means of restacking/rechecking of Centre line/land boundary with ETS, resifting and refixing of wooden pegs at finally decided location as per joint survey.	152.00	Route KM	5736.53	8,71,952.56
3.	NS/ 3	Conducting joint measurement of land in presence of HRIDC/HORC officials, Land owner and Revenue officials by means of restacking/rechecking of Centre line/land boundary with Tape, resifting and refixing of wooden pegs at finally decided location as per joint survey.	40.00	Route KM	1459.94	58,397.60
4.	NS/ 4	Marking of C/L, left and right land boundary by means of lime powder in between two successive pegs in presence of HRIDC/HORC officials, Land owner, Revenue officials.	70.00	Route KM	1459.94	1,02,195.80



5.	NS/ 5	Providing and fixing of Pre-Cast RCC Pillars (M-20) size 350-250x350-250x1250mm, embed in M15 MCC foundation of size 450x450x750mm at left and right land boundary at every 100 mtr in straight and every 50m in curve and additional pillars at change of land boundary locations, with all material, lead and lift etc. complete. HRIDC drawing to be followed.	4000.00	Nos		2894.62	1,15,78,480.00
6.	NS/ 6	Establishment of Master Control Points on permanent locations with the help Differential Global Positioning System (DGPS) in static mode with 24 hours observation. Excluding cost of pillar, which is to be paid in separate item. Payment against this item to be made after establishment of MCP for whole project.	152.00	Route KM		1239.80	1,88,449.60
7.	NS/ 7	Establishment of Secondary Control Points on given locations with the help Differential Global Positioning System (DGPS) and post-processing the data with reference to MCP. The DGPS observation should be done in Static mode with a minimum of 6 hours of observation.	152.00	Route KM		2417.56	3,67,469.12
8.	NS/ 8	Establishment of Tertiary Control Points using DGPS instrument in static mode with minimum of 1 hr of observation	152.00	Route KM		3843.41	5,84,198.32
9.	NS/ 9	Carry out Total Station traverse survey along the control point network (Daily TS closure to be done at starting point of that day).	152.00	Route KM		5949.81	9,04,371.12
10.	NS/ 10	Carry out Levelling to establish the 'Z' value of the control points using Auto Level (Daily levelling closure to be done at starting point of the survey of that day.)	152.00	Route KM		5237.39	7,96,083.28
11.	NS/ 11	Picking of Land boundary corridor and C/L points using DGPS RTK instrument, and delivery of ground & grid coordinates of all the ground features or surveyed points along the alignment for a minimum width of 100M on either side or as per engineer in charge.	152.00	Route KM		3967.41	6,03,046.32
12.	NS/ 12	Fixing of Pre-Cast RCC Pillars size 250x150x1000mm at SCP locations with all	100.00	Per Pillar		1362.13	1,36,213.00

		material, lead & lift etc. complete. HORC drawing to be followed.					
13.	NS/ 13	Fixing of Pre-Cast RCC pillars size 150x150x600mm at TCP locations with all material, lead & lift etc. complete. HORC drawing to be followed.	290.00	Per Pillar		501.49	1,45,432.10
			<b>Gross Total Rs.</b>				<b>1,79,41,360.18</b>
		<p>Note:</p> <ol style="list-style-type: none"> <li>1. Contractor may note that work is closely associated with land acquisition process and availability of revenue officials. The Contractor has to provide matching survey teams as per progress of land acquisition process and possession of land. Special Conditions of Contract may be referred in this regard.</li> <li>2. Payment for item NS/6 above, will be made for whole project.</li> <li>3. Payment for item NS/7 to NS/13 can be made against partially completed quantities.</li> <li>4. For item no NS/7 to NS/11, 70% payment will be made against completion of field activities and balance 30% payment will be made on submission of corresponding deliverables.</li> <li>5. For item NS/12 &amp; NS/13, 50% payment will be released against supply of pillars at site and balance 50% will be released on fixing of pillars.</li> <li>6. Quantity against item NS/1 to NS/4 &amp; NS/6 to NS/11 above will be measured along HORC alignment, irrespective of actual route length of survey.</li> </ol>					