

**HARYANA RAIL INFRASTRUCTURE DEVELOPMENT  
CORPORATION LIMITED**



**REQUEST FOR PROPOSAL (RFP) DOCUMENT  
FOR**

**CONTRACT: HRIDC/MNP-2/173/2021/21**

**Hiring of agency for meeting Manpower requirements of Haryana Rail  
Infrastructure Development Corporation (HRIDC) at Chandigarh and  
Gurugram**

**June 2021**

**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>

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## SECTION- I: NOTICE INVITING TENDER

**Tender No: HRIDC/MNP-2/173/2021/21**

**Date: 21.06.2021**

The Haryana Rail Infrastructure Development Corporation invites on line bids from eligible bidders on the website <https://etenders.hry.nic.in> for the works as detailed in the table. e-Tender is invited for below mentioned work in single stage two cover system i.e. for Technical Bid (online Bid under PQQ/ Technical Envelope) and Financial Bid (comprising of price bid Proposal under online available Commercial Envelope):-

Sr. No.	Name of work	Total Cost (in Rs)	Completion Period	EMD (in Rs)	Cost of Tender Document	E-Service Fees
1.	Hiring of agency for meeting Manpower requirements of Haryana Rail Infrastructure Development Corporation (HRIDC) at Chandigarh/ Gurugram	1.69 Crore	24 months	NIL	Rs.15,000/-	Rs. 1,000/- + Rs 180 (GST)

Under this process, the Pre-qualification/ Technical online bid Application as well as online Price Bid shall be invited at single stage under two covers i.e. PQQ/Technical & Commercial Envelope. Eligibility and qualification of the Applicant will be first examined based on the details submitted online under first cover (PQQ or Technical) with respect to eligibility and qualification criteria prescribed in this Tender document. The Price Bid under the second cover shall be opened for only those Applicants whose PQQ/ Technical Applications are responsive to eligibility and qualifications requirements as per Tender document.

The payment for Tender Document Fee and e-Service Fee shall be made by eligible bidders online directly through Debit Cards & Internet Banking Accounts. 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.

Intending bidders 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. The tenderer should refer to **Annexure to NIT** for instructions regarding Electronic Tendering System.

The interested bidders must remit the funds at least T+1 working day (Transaction day + One working Day); and make payment via RTGS /NEFT to the beneficiary account number specified under the online generated challan. The intended bidder / Agency thereafter will be able to successfully verify their payment online, and submit their bids on or before the expiry date & time of the respective events/Tenders at <https://etenders.hry.nic.in>. The interested bidders shall have to pay mandatorily e-Service fee (under document fee – Non-refundable) of Rs.1000/- (Rupee One Thousand Only) plus GST online by using the service of secure electronic gateway.

The contractual Agencies can submit their tender documents as per the dates mentioned in the key dates schedule.

### Key Dates Schedule

Sr. No.	Item	Start date and time	Expiry Date and Time
1.	Release of tender	10.06.2021 at 15:00 Hrs	12.07.2021 upto 15:00 Hrs
2.	Availability of Tender Document	21.06.2021 at 17:00 Hrs	12.07.2021 upto 15:00 Hrs
3.	Bid Submission	28.06.2021 at 11:00 Hrs	12.07.2021 upto 15:00 Hrs
4.	Technical Bid Opening	12.07.2021 from 15:30 Hrs	

### Important Notes:

- 1) The Applicants/bidders have to complete 'Application / Bid Preparation & Submission' stage on scheduled time as mentioned above. If any Applicant / bidder fails to complete his / her aforesaid stage in the stipulated online time schedule for this stage, his / her Application/bid status will be considered as 'Applications / bids not submitted'.
- 2) Applicant/Bidder must confirm & check his/her Application/bid status after completion of his/her all activities for e-bidding.

- 3) Applicant/Bidder can rework on his/her bids even after completion of 'Application/Bid Preparation & submission stage' (Application/Bidder Stage), subject to the condition that the rework must take place during the stipulated time frame of the Applicant/Bidder Stage.
- 4) In the first instance, the online payment details of tender document fee + e-Service & PQQ/Technical Envelope shall be opened. Henceforth financial bid quoted against each of the item by the shortlisted bidder/ Agency wherever required shall be opened online in the presence of such bidders/ Agency who either themselves or through their representatives choose to be present. The bidder can submit their bids online as per the dates mentioned in the schedule/Key Dates above.

The bids shall be submitted online in two separate envelopes:

**Envelope 1: Technical Bid**

The bidders shall upload the documents as per **Annexure-II** of Instructions to Bidders in the Technical Bid.

**Envelope 2: Financial Bid**

The bidders shall quote the rates as per BoQ in price bid format.

**CONDITONS: -**

- 1) DNIT & Prequalification criteria can be seen on website and also on any working day during office hours in office of the undersigned.
- 2) Conditional tenders will not be entertained & are liable to be rejected.
- 3) In case the day of opening of tenders happens to be holiday, the tenders will be opened on the next working day. The time and place of receipt of tenders and other conditions will remain unchanged.
- 4) The undersigned reserve the right to reject any tender or all the tenders without assigning any reason.
- 5) The jurisdiction of court will be at Panchkula/ Chandigarh.
- 6) The tender of the bidder who does not satisfy the qualification criteria in the bid documents are liable to be rejected without assigning any reason and no claim whatsoever on this account will be considered.
- 7) The bid for the work shall remain open for acceptance during the bid validity period to be reckoned from the last date of 'submission of online tender / bid. If any bidder/ tenderer withdraws his bid/ tender before the said period or makes any modifications in the terms and conditions of the bid, the said earnest money, if any, shall stand forfeited. Bids would require being valid for 90 days from the date of bid. In case the last day to accept the tender happens to be holiday, validity to accept tender will be the next working day.

**DGM (Project)  
HRIDC, Chandigarh**

**INSTRUCTIONS REGARDING ELECTRONIC TENDERING SYSTEM**

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

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

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

**2. Obtaining a Digital Certificate:**

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

**Ms Manju Aggarwal.**

**Technical Director,**

**Scientist-E, NIC.**

**Panchkula.**

**E - mail:** [a.manju@nic.in](mailto:a.manju@nic.in)

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

- 2.5. Bid for a particular tender must be submitted online using the digital certificate (Encryption & Signing), which is used to encrypt and sign the data during the stage of bid preparation. In case, during the process of a particular tender, the user loses his digital certificate (due to virus attack, hardware problem, operating system or any other problem) he will not be able to submit the bid online. Hence, the users are advised **to keep a backup of the certificate** and also keep the copies at safe place under proper security (for its use in case of emergencies).
- 2.6. In case of online tendering, if the digital certificate issued to the authorized user of a firm is used for signing and submitting a bid, it will be considered equivalent to a no-objection certificate/power of attorney /lawful authorization to that User. The firm has to authorize a specific individual through an authorization certificate signed by all partners to use the digital certificate as per Indian Information Technology Act 2000. Unless the certificates are revoked, it will be assumed to represent adequate authority of the user to bid on behalf of the firm in the department tenders as per Information Technology Act 2000. The digital signature of this authorized user will be binding on the firm.
- 2.7. In case of any change in the authorization, it shall be the responsibility of management/ partners of the firm to inform the certifying authority about the change and to obtain the digital signatures -7- of the new person / user on behalf of the firm / company. The procedure for application of a digital certificate however will remain the same for the new user.
- 2.8. The same procedure holds true for the authorized users in a private/Public limited company. In this case, the authorization certificate will have to be signed by the directors of the company.

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

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

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

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

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

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

### 6. Download of Tender Documents:

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

### 7. Key Dates:

The bidders are strictly advised to follow dates and times as indicated in the online Notice Inviting Tenders. The date and time shall be binding on all bidders. All online activities are time tracked and the system enforces time locks that ensure that no activity or transaction can take place outside the start and end dates and the time of the stage as defined in the online Notice Inviting Tenders.

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

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

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

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

- i. Detailed Tender documents may be downloaded from e-tendering website (<https://etenders.hry.nic.in>) from 21.06.2021 to 12.07.2021 and tender mandatorily be submitted online following the instruction appearing on the screen.
- ii. **Scan copy of Documents to be submitted/uploaded for Prequalification or Technical bid under online PQQ/ Technical Envelope:** The require documents (refer to DNIT) shall be prepared and scanned in different file formats (in PDF /JPEG/MS WORD format such that file size is not exceed more than 10 MB) and uploaded during the on-line submission of PQQ or Technical Envelope.

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

#### NOTE:-

*(A) Bidders participating in online tenders shall check the validity of his/her Digital Signature Certificate before participating in the online Tenders at the portal <https://etenders.hry.nic.in>.*

*(B) For help manual please refer to the 'Home Page' of the e-tendering website at <https://etenders.hry.nic.in>, and click on the available link 'How to...?' to download the file.*

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

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

**Instruction to Contractor on Electronic Tendering (Applicable only for contract(s) 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 Contractors shall fill in the item rate in the online BOQ templates of the tender.
2. Duly accepted power of Attorney in original along with its two certified copies in the name of tenderer or authorized representative to act on behalf of the agency.
3. Bidder must strictly abide by the stipulations set forth in detailed notice inviting tenders while tendering for the work.
4. In case any tender does not comply with procedure given in the DNIT, 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 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.

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

## SECTION II: FORM OF BID

### Form of Bid

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 documents** attached here with duly signed by me/us and agree to abide by the same. I/We also agree to keep this bid open for acceptance for a period of 90 days from the date fixed for opening the same and on default thereof our Earnest Money, if any, (Bid Security) 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 various items in the Bill of Quantities taking into account all the above factors and We offer to do the work “\_\_\_\_\_” (*Name of the work*) at the rates quoted in the attached Bill of Quantities and hereby bind ourselves to complete the work in all respects within time schedule depicted in bid documents from the date of issue of letter of acceptance of bid.

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

- i) I/We do not execute the Contract Agreement within time period specified in the bid documents.
- ii) 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.

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

Thanking you,  
Yours Faithfully,

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

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

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



## **SECTION III: INSTRUCTION TO BIDDERS**

### **Instructions to Bidders**

#### **A. General**

##### **1) GENERAL**

i. Name of the Work: As indicated in 'Appendix to Tender'.

ii. "A bidder 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 'Appendix to Tender'.
- b) Consultant: The successful Bidder to whom the work is awarded shall become the Consultant for the execution of this work.
- c) Employer or Employer -in- Charge: Means the Project Head of HARYANA RAIL INFRASTRUCTURE DEVELOPMENT CORPORATION LIMITED (Employer) or any other officer authorized by the Employer to act on his behalf and for the purpose of operating the contract.
- d) Employer's Representative: Means any official nominated from time to time by the Employer to act on his behalf.
- e) Contract: Means a signed Agreement between the successful bidder and the Client.

iv. Joint Ventures (JVs) are not allowed to participate.

v. Throughout these bidding 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 "Scope of Work Section-VI" in detail. Any other incidental / ancillary Works required in connection with completion of the above as directed by HRIDC/Employer.
- b) Approximate Estimated cost of the work is as indicated in the 'Appendix to Tender.'
- c) A bidder shall submit only one bid 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 bidder has participated.

##### **2) COST OF BIDDING**

The bidder shall bear all costs associated with the preparation and submission of the bid and the Employer will in no case be responsible or liable for these costs regardless of the conduct or the outcome of the bidding process.

#### **B. The Bidding Documents**

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

##### **3) CONTENT OF BIDDING DOCUMENT**

i. The bidding documents include the following:

- a) Notice Inviting Tender
- b) Form of Bid

- c) Instructions to Bidders
- d) Appendix to Bid
- e) Scope of Work
- f) Eligibility Criteria
- g) Bid Evaluation
- h) General Conditions of Contract (GCC)

ii. The bidder is expected to examine all instructions, terms, conditions, forms, specifications and other information in the bidding documents. Failure to furnish all information required by the bidding documents or submission of a bid not substantially responsive to the bidding documents in every respect will be at the bidders' risk and may result in rejection of his bid.

#### 4) UNDERSTANDING AND AMENDMENT OF TENDER DOCUMENTS

- i. The bidder 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.
- ii. The bidder 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 bidder and obtain for itself on its own responsibility all information that may be necessary for preparing the bid and execution of the contract. The cost of visiting the site and collecting relevant data shall be at the bidder's own expenses. It is a condition of the tender that the Bidder is deemed to have visited the site and satisfied him-self with all the conditions prevailing including any difficulties for executing the work.
- iii. At any time prior to the deadline for submission of bids, Employer may for any reason whether at its own initiative or in response to any request by any prospective bidder amend the bidding documents by issuing Corrigendum, which shall be part of the Tender documents. The amendment shall be advised to all the prospective bidders.
- iv. Employer may at its discretion extend the deadline for submission of the bids at any time before the time of submission of the bids.

#### C. Preparation of Bid

#### 5) LANGUAGE OF BID

- i. The bid prepared by the bidder and all documents related to the bid shall be written in English.

#### 6) SIGNING OF ALL BID PAPERS AND COMPLETING BILL OF QUANTITIES

- i. All the pages of the tender documents, drawings and Bill of Quantities uploaded by tenderer shall be deemed to have been signed by the tenderer.
- ii. The tenderer must fill and submit the prices as per instructions given in Bill of Quantities. The requisite details should be filled in by the tenderer 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 bid submission.

#### 7) DEVIATIONS

- i. The bidder should clearly read and understand all the terms and condition, specifications, drawings, etc. mentioned in the original tender documents.  
**Any deviation submitted by the Bidder shall not be accepted.**

#### 8) EARNEST MONEY

deleted

**i. Period of validity of tender**

- a) The Tender shall remain valid for the period indicated in “Appendix to Tender” after the date of the opening of the tender. If the Bidder gives validity period less than that fixed/prescribed by Employer, the tender shall be liable to be rejected.
- b) Notwithstanding the above clause, Employer may solicit the Bidders’ consent to an extension of the validity period of the tender. The request and the response shall be made in writing.

**D. Submission of Bids**

**9) 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. Submission of a tender by a tenderer 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.
- iii. Submission of tenders
  - a) All documents/ forms/ instructions/ specifications etc. listed in this Instruction to Tenderers and those attached as per the Annexure II are deemed to be a part of the bid/ tender and accepted by the bidder.
  - b) In case of any ambiguity, HRIDC will be free to seek confirmation of information from the issuer of the document.

**E. Bid Opening and Evaluation**

**10) OPENING OF TENDER**

- i. Tenders will be opened at the address mentioned in “Notice Inviting Tender” in presence of Bidders or authorized representatives of Bidders who wish to attend the opening of tenders. Physical presence during bid opening is optional.
- ii. Bidders or their authorized representatives who are present shall sign register in evidence of their attendance.
- iii. Bidder’s name, total cost of work quoted or any other details as Employer may consider appropriate will be displayed with list to all participating bidders after bid opening.

**11) CLARIFICATION OF THE TENDERS**

- i. To assist the examination, evaluation and comparison of the tenders, Employer may at his discretion ask the Bidders 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 Bidder.

**12) PRELIMINARY EXAMINATION OF BIDS**

- i. The Employer shall examine the bids 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, Employer shall determine whether each bid is of acceptable quality, is generally complete and is substantially responsive to the bidding documents. For purposes of this determination, a substantially responsive bid is one that conforms to all the terms, conditions and specifications of the bidding 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 bidding documents, the Employers’ rights or the successful Bidder’s obligations under the contracts; or
  - c) Whose rectification would unfairly affect the competitive position of other Bidders who are presenting substantially responsive bids.
- iii. If a bid not substantially responsive, it shall be rejected by the Employer.

- iv. In case of tenders containing any conditions or deviations or reservations about contents of tender document, Employer may ask for withdrawal of such conditions/deviations/reservations. If the Bidder does not withdraw such conditions/deviations/ reservations, the tender shall be treated as non-responsive. Employer's decision regarding responsiveness or non-responsiveness of a tender shall be final and binding.

**13) EVALUATION AND COMPARISON OF TENDERS:**

- i. In case of open tenders, bids, which are determined as substantially responsive, shall be evaluated based on criteria as given in **Section-VII**. The Bidder 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 and Quantities of the above tender comprises of schedule/ BOQ. Bidder may quote his rates for all the items in the schedule. The tender will be evaluated on the basis of quoted rates/cost for all items in schedule, for which it is necessary that the Bidder quotes his rates for all the items contained in each schedule. Thus the tender will be decided as per the cost received for schedule/items (Equipment) and it may happen that the total supplies covered under this tender are awarded to different Bidders on the basis of their quoted cost for each schedule/items (equipment). HRIDC's decision in all such matters shall be final and binding on all the Bidders.
- iii. The Employer/ Employer reserves the right to negotiate the offer submitted by the Bidder to withdraw certain conditions or to bring down the rates to a reasonable level. The Bidder must note that during negotiations of rates of items of BOQ can only be reduced and not increased by the Bidder. In case the Bidder introduces any new condition or increases rates of any item of BOQ, his negotiated offer is liable to be rejected and the original offer shall remain valid and binding on him.

**14) CANVASSING:**

- i. No Bidder is permitted to canvass to Employer on any matter relating to this tender. Any Bidder found doing so may be disqualified and his bid may be rejected.

**15) RIGHT TO ACCEPT ANY TENDER OR REJECT ALL TENDERS:**

- i. Employer 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 Bidders or any obligation to inform affected Bidder, the grounds of such action.
- ii. If the Bidder, as individual or as a partner of partnership firm, expires after the submission of his tender but before award of work, the Employer shall deem such tender as invalid.

**16) AWARD OF CONTRACT**

- i. Employer shall notify the successful Bidder 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 Consultant in token of his acceptance shall constitute a legal and binding contract between Employer/ Employer and the Consultant till such time the contract agreement is signed.

**17) INELIGIBILITY TO PARTICIPATE IN RE-TENDERS/ FUTURE CASES**

Notwithstanding anything contained in the Qualification Clauses of ITT, if a bidder withdraws from an offer after having been declared a preferred bidder 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 bidder 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 bidder ineligible for participation in all future tenders for a further period of 2 (two) years.

**18) DECLARATION OF NON – PERFORMANCE OR BAN STATUS**

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

**19) DETAILS OF DISPUTED STATUS OF BAN/NON-PERFORMANCE**

Bidders 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.** Bidder to be fully responsible for the consequences of misrepresentation
  - a)** Any suppression of information and misrepresentation will render the Bidder ineligible for the tender. The Bidder 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 SD (if any). The Consultant will also be disqualified for future tenders of HRIDC for a period of 2 years.

(Ref. Clause 19.of Instructions to bidders)

**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 bid 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/-. (Duly attested by Notary Public)

\*\* 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** duly page numbered, signed, stamped by authorised signatory of the firm with the tender and submit at the address specified in the “Notice Inviting Tender” not later than the prescribed date and time for bid submission:

1. Forwarding letter of the Bidder.
2. Form of Bid.
3. Details of similar works completed in last 3 years (Format-1)
4. Annual Turnover for the last three years with supporting documents (Format - 2)
5. Attested copies of the constitution of its firm such as Partnership deed (in case of partnership company), Memorandum of Articles of Association, etc.
6. Sales Tax/Works Contract Tax Registration Certificate, Service Tax -Registration Certificate (as applicable).
7. DELETED.
8. Banker’s Solvency Certificate.
9. DELETED.
10. Original Power of Attorney duly attested by Notary Public of the in favour of the person signing the tender documents or photocopy duly attested by Notary Public or a Resolution of Board of Directors authorizing the person to deal with tenders/this tender case.
11. Banker’s Details (Name of the Bank and Branch), along with bidders own bank details (Account no., Name of Account holder, NEFT/RTGS details)
12. Affidavit (as per format given in annexure-I) duly attested by Notary Public.
13. Any other details sought through ITB.
14. Valid Labour License of Chandigarh and Haryana.

## SECTION IV: APPENDIX TO BID

Appendix to Bid

Description	Reference Clause
Hiring of agency for meeting Manpower requirements of Haryana Rail Infrastructure Development Corporation (HRIDC) at Chandigarh/ Gurugram	<b>1.i</b> of Instructions to Bidders
<b>Client:-</b> Haryana Rail Infrastructure Development Corporation Limited, SCO 17-19, 3 <sup>rd</sup> Floor, Sector-17, Chandigarh	<b>1.iii(a)</b> of <b>Instructions to Bidders</b>
<b>Scope of Work:-</b> Scope of work consists of as per Terms of Reference (TOR/Technical Specifications)	<b>1.vi</b> of <b>Instructions to Bidders</b>
<b>Approximate Estimated Cost of the Work:-</b> <b>Rs. 1.65 Cr</b>	<b>1.vi (b)</b> of <b>Instructions to Bidders</b>
<b>Amount of Earnest Money</b> <b>Rs. NIL/-</b>	<b>8.i</b> of <b>Instructions to Bidders</b>
<b>Period of Validity of Bid:-</b> 90 days.	<b>9.i</b> of <b>Instructions to Bidders</b>



## SECTION V: SCOPE OF WORK

### SCOPE OF WORK

- 3.1 Haryana Rail Infrastructure Development Corporation Limited (HRIDC) invites on-line e-tenders under Two Bid System i.e. Technical Bid and Financial Bid separately from reputed, experienced and financially sound Manpower Services Companies/Firms/Agencies (henceforth called the Agency) for providing services of **office staff** as specified in Annexure -III.
- 3.2 HRIDC has a tentative (initial) requirement, of the number of staff categorized into specific designation groups as given in the table below:

Category/Designation	Manpower Requirement		Proposed Monthly Consolidated Remuneration as per current DC rates (inclusive of EPF/ESI) exclusive of applicable taxes and Composite Agency charges.	
	Chandigarh	Gurugram	Chandigarh	Gurugram
Office Superintendent (Accounts)	1	0	29557	-
Office Assistant (Accounts)	1	1	28214	23656
Data Entry Operator	2	2	43726	52296
Draftsman/CAD Operator	1	2	21863	47312
Project Assistant	1	0	21863	-
Receptionist	0	1	-	19218
Patwari	0	3	-	70968
Surveyor	0	1	-	21505
Record Keeper	1	2	15003	38436
Sweeper/Attendant	1	2	15003	29454
Multitasking Staff	3	6	45009	88362
Gate Keeper/ security Guards without weapon	3	3	45009	51846

- 3.3 The proposed monthly remuneration indicated against each designation group in Annexure-III shall include Agency contribution towards payment for Employee Provident Fund (EPF) and Employee State Insurance (ESI) and all other payments with the exclusion of Composite Agency Charges and Goods and Services Tax (GST) and cesses levied on GST (Goods and Services Tax). The above-mentioned Manpower requirement is tentative i.e. the number as well as type (Category/designation) of staff. For deployment of manpower in any additional category, the respective prevalent DC rates shall be applicable. Also, HRIDC can ask for manpower requirement at any other place in Haryana in addition to the manpower requirement at Chandigarh and Gurugram.
- 3.4 The contract shall be initially for a period of two years (*likely to commence from 01<sup>st</sup> August, 2021*) from the date of award of the contract, which may be further extended upon excellent performance, for another period of one year on the same terms & conditions or curtailed or terminated at any time before expiry of contract period depending upon performance of the Agency in supplying manpower staff of the required quality, proficiency, efficiency, discipline and ethics for deployment in HRIDC or based on the requirement of HRIDC.

## **SECTION VI: ELIGIBILITY CRITERIA**

### **ELIGIBILITY CRITERIA**

- 4.1 The bidder Agency shall be a professional manpower services agency registered with competent authority of State or Central Government and incorporated as a legal entity under any law applicable for such entity.
- 4.2 The bidder Agency shall have been in existence for a minimum period of 7 years. The Agency shall submit documentary evidence regarding their incorporation/existence.
- 4.3 Only those bidder Agencies with a minimum annual turnover of Rs. 3 Crore in each of the last 3 years from provision of manpower services shall be eligible to participate in the bidding process. The work orders testifying to the turnover, payment details for each work order and certificate from a Chartered Accountant in this regard shall be submitted with the Technical Bid. The bidder Agency shall also submit Income Tax Returns filed by the Agency over the last 3 years.
- 4.4 The bidder Agency should have a valid labour license of Chandigarh and Haryana
- 4.5 from the competent licensing authority under the provisions of Contract Labour (Regulation and Abolition) Act, 1970 and rules made there under.
- 4.6 The bidder Agencies should have the following experience of completion of similar works in Departments, statutory entities, autonomous institutions, public sector undertakings (PSUs) of the Government of India or a State Government or a Municipal Corporation or any reputed private company whose turnover is not less than Rs. 50 crores as given below: -
  - a) At least three similar completed works costing not less than Rs.1 Crore each in the last 3 years. The number of manpower supplied in each work order in last 3 years should be at least 30. The work orders submitted as proof by the bidding Agency should be accompanied with a Satisfaction Certificate in the format enclosed in Annexure IV duly signed and attested by an officer of the contracting Department, statutory entity, autonomous institution, public sector undertaking, Municipal Corporation or the reputed private company.
  - OR
  - b) At least two similar completed works costing not less than Rs 1.5 Crore each in the last 3 years. The number of manpower supplied in each work order in last 3 years should be at least 40. The work orders submitted as proof by the bidding Agency should be accompanied with a Satisfaction Certificate in the format enclosed in Annexure IV duly signed and attested by an officer of the contracting Department, statutory entity, autonomous institution, public sector undertaking, Municipal Corporation or the reputed private company.
- 4.7 Satisfaction Certificate for the period as mentioned above must be submitted with the Technical Bid. The tender will be rejected straight way if all the documents required are not uploaded at time of filling tenders.
- 4.8 DELETED
- 4.9 The bidder Agency must be registered with ESI, EPF and under the Shops & Establishments Act. Copy of registration papers along with respective registration numbers issued to the bidder Agency must be provided with Technical Bid.
- 4.10 The bidder Agency must have valid GST registration number. Copy of registration number issued to the bidder Agency must be provided with Technical Bid.
- 4.11 The bidder Agency must have valid PAN/TAN No. issued by the Income Tax Department. Self- attested documentary evidence of the PAN/TAN issued to the bidder Agency must be provided with Technical Bid.
- 4.12 The bidder Agency must submit Balance Sheet, Statement of Income and Expenditure and Income Tax returns for the last three financial years duly attested from Chartered Accountant with technical bid.
- 4.13 The bidder Agency should have facilities (infrastructure, qualified and expert manpower) for testing/screening of personnel to ensure that they conform and surpass the required standards of knowledge,

skill and experience before deployment. Documentary evidence in this regard should be submitted alongwith the Technical Bid. This may be subject to evaluation and verification by HRIDC at any stage. The information provided by the bidder Agency in this regard is also likely to be placed in the public domain for scrutiny.

- 4.14 The bidder Agency should have facilities for providing training and skill up gradation of the staff and persons deployed by the bidding Agency.
- 4.15 The bidder Agencies should not have been debarred, blacklisted or charged with any malpractice blacklisted by any Department, statutory entity, autonomous institution or public sector undertaking (PSUs), whether of the Government of India or any State Government, or a Municipal Corporation. The bidder Agencies shall submit an affidavit testifying to this respect. The information provided by the bidder Agency in this regard is also likely to be placed in the public domain for scrutiny.
- 4.16 Non-compliance with any of the above conditions by the bidding Agency will be considered as ineligible and the tender will be summarily rejected.
- 4.17 Conditional tenders and tenders with deviations shall be summarily rejected.
- 4.18 Tender shall be in the prescribed form. No tender will be considered which is not as per the form and manner indicated in the tender and does not bear the bidder Agency's signature and seal at the bottom of every page of the tender document.
- 4.19 Managing Director, HRIDC reserves the right to accept or reject any tender in part or full without assigning any reason whatsoever.

## **SECTION VII: BID EVALUATION**

### **BID EVALUATION**

- 5.1 The right to reject all bids rests with the Managing Director, HRIDC without assigning any reason. If a specific bid is rejected, then reasons for rejection of the bid would be indicated.
- 5.2 The bidder Agency and their employees or agents shall observe the highest standard of ethics during the bidding process. Notwithstanding anything to the contrary contained in this document, HRIDC may reject a tender without being liable in any manner whatsoever to the bidder Agency, if it determines that the bidder Agency has, directly or indirectly or through an agent, engaged in corrupt, fraudulent, coercive, undesirable, or restrictive practice during the bidding process.
- 5.3 Without prejudice to the rights of the HRIDC under clause 2 hereinabove, if a tenderer is found by the HRIDC to have directly or indirectly or through an agent, engaged or indulged in any corrupt, fraudulent, coercive, undesirable, or restrictive practice during the bidding process, such bidder Agency shall not be eligible to participate in any tender floated by HRIDC.
- 5.4 HRIDC will constitute a Tender Evaluation Committee (TEC) for evaluation of bids received. A minimum of 60% score will be necessary for qualifying in the evaluation of the Technical Bid evaluation. Financial Bids of only those bidder Agencies would be opened who attain or exceed the minimum score in technical evaluation.
- 5.5 The Tender Evaluation Committee will carry out a detailed evaluation of the bids to determine whether the applicant bidder Agencies are qualified and eligible and whether the technical aspects are substantially responsive to the requirements set forth in the bidding documents.
- 5.6 deleted.
- 5.7 Final selection of the Manpower Services Agency shall be based on the Quality & Cost Based Selection (QCBS) criteria and not on L-1 basis in Financial Bid. A 70% weightage shall be given to the Technical Bid and 30% weightage shall be given to the Financial Bid. To reach such a determination, the Tender Evaluation Committee will examine the information supplied by the Bidder Agencies and other requirements in the bidding documents, taking into account the criteria mentioned for bid evaluation.
- 5.8 The Tender Evaluation Committee shall evaluate the Technical Bids based on their documents submitted in response to the eligibility criteria set forth in the tender document and by applying the evaluation criteria and points table specified above. Whenever necessary, TEC may seek clarifications from the bidder Agency on technical aspects of the bid. Evaluation of the Technical Bids will be undertaken and at this stage the Financial Bids (proposals) will remain unopened.
- 5.9 The bidder Agencies who obtain a minimum score of 60% marks or more as per the points criteria will be declared as technical qualified and be considered for evaluation of Financial Bid. Other bidder Agencies scoring less than 60 marks will not be considered further for evaluation.

<b>SN</b>	<b>Evaluation Criteria</b>	<b>Maximum Marks</b>
(a)	Annual turnover of bidder Agency	<b>20 marks</b>
(b)	Experience of providing manpower services to Departments, statutory entities, autonomous institutions, public sector undertakings (PSUs) of the Government of India or a State Government or a Municipal Corporation or any reputed private company whose turnover is not less than Rs 50crores	<b>25 marks</b>
(c)	Size of work orders executed in last three years	<b>30 marks</b>
(d)	Average annual Income Tax paid in last 3 years	<b>25 marks</b>
	<b>Total</b>	<b>100 marks</b>

<b>SN</b>	<b>Evaluation Criteria</b>	<b>Evaluation Parameter</b>	<b>Marks</b>
(a)	Annual turnover of bidder Agency	Less than Rs 3 crore	Ineligible
		Rs 3-5 crores	2 marks
		Rs 5-8 crores	5 marks
		Rs 8-12 crores	8 Marks
		Rs 12-15 crores	12 Marks
		Rs 15-20 crores	15 Marks
		More than Rs 20 crores	20 Marks
(b)	Experience of providing manpower services to Departments, statutory entities, autonomous institutions, public sector undertakings (PSUs) of the Government of India or a State Government or a Municipal Corporation or any reputed private company whose turnover is not less than Rs 50 crores	Less than 3 years	Ineligible
		3-5 years	2 marks
		5-7 years	5 marks
		7-10 years	7marks
		10-15 years	10 marks
		15-20 years	15 marks
		20-25 years	20 marks
(c)	Size of work orders executed in last three years	4-7 orders of Rs 50-75 lakhs each	2 marks
		8-11 orders of Rs 75 Lakh-1 Crores each	6 marks
		12 or more orders of Rs 75 Lakh-1 crore each	12 marks
		3-4 orders of Rs 1-1.5 crores each	5 marks
		5-7 orders of Rs 1-1.5 crores each	10 marks
		8 or more orders of Rs 1-1.5 crores each	16 marks
		2-3 orders of more than Rs 1.5 crores each	7 marks
		3-5 orders of more than Rs 1.5 crores each	13 marks
		6 or more orders of more than Rs 1.5 crores each	20 marks
		6 or more orders of more than Rs 2crores each	25 marks
		6 or more orders of more than Rs 3 crores each	30 marks
(d)	Average annual Income Tax paid in last 3 years	Less than Rs 3lakhs	0 marks
		Rs. 3-5 lakhs	4 marks
		Rs 5-10 lakhs	8 marks
		Rs 10-20 lakhs	12 marks
		Rs 20-30 lakhs	15 marks
		Rs 30-40 lakhs	20 marks
		More than Rs 40 lakhs	25 marks

## EVALUATION OF FINANCIAL BIDS

- 5.10 **The Financial Bid shall be submitted as Composite Agency Charges (Service Charges). The Composite agency charges should be as per norms mentioned in letter no. 43/5/2001-3GS-II, Dated 20<sup>th</sup> February 2014 by the Chief Secretary, Government of Haryana or as per latest notification issued by Government of Haryana, if any.** The Composite Agency Charges of the bidder Agency should be quoted in percentage (%) terms only on total monthly remuneration to be paid for manpower deployed by the bidder Agency and deployed in HRIDC that month. The amount so quoted should include all costs and liabilities of the bidder Agency but shall not include GST and related cesses levied on GST. The tentative remuneration expected to be payable to each designation of manpower is indicated in clause 3.2.
- 5.11 In cases where the bidder Agency has submitted “NIL” Composite Agency Charges over and above the remuneration payable to the manpower, the bid shall be treated as unresponsive and will not be considered in terms of the provision of Ministry of Finance, Department of Expenditure O.M NO. 29(1)/2014-PPD dated 28th January 2014.
- 5.12 100 marks will be awarded to the Agency who has quoted lowest ‘Composite Agency Charges’ in their Financial Bid (L-1) and pro-rata marks will be awarded to the other agencies accordingly. The formula for calculation of the marks awarded for the Financial Bid of a bidder Agency shall be as follows: Marks awarded to Financial Bid (Fn) = (Composite Agency Charges Quoted by L-1 bidder Agencies divided by Composite Service Charges quoted by the bidder Agency) X100.
- 5.13 Proposals will finally be ranked according to their combined scores of Technical (Tn) and Financial (Fn) as below: Final Score of Qualified Bidder Agencies (Hn) = (0.70 X Tn) + (0.30XFn).
- 5.14 The selection of successful bidder Agency shall be based upon highest score obtained by them as has been shown above (i.e. H-1, bidder Agency who is having the highest combined score in Technical and Financial Bid).
- 5.15 HRIDC shall draw a panel of up to five selected bidder Agencies based on highest combined scores obtained by them in Technical and Financial Bids. The highest scorer will be shortlisted for award of work. In case H-1 defaults for whatsoever reason or the contract is terminated in exercise of the powers available to HRIDC under the contract, HRIDC reserves the right to award the work to next highest bidder Agencies till H-5, (i.e. H-2, H-3, H4, H5 in that order), provided the bidder Agency agrees to match the ‘Composite Agency Charges’ quoted by H-1, if the quoted ‘Composite Agency Charges’ of such bidder Agency (H-2 to H-5 as the case may be are higher).

## **TERMS & CONDITIONS**

### **GENERAL TERMS & CONDITIONS**

- 6.1 The bidder should preferably have its office in Tricity i.e. Panchkula, Chandigarh & Mohali.
- 6.2 The contractor must quote rates as per policy for engaging/outsourcing of services/activities as per the letter dated 20.02.2014 issued by the Chief Secretary to Government of Haryana or as per latest notification issued by Govt of Haryana.
- 6.3 The DC rates shall vary as per notification enforced by civil administration from time to time. The revised rates shall be applied only after approval from HRIDC.
- 6.4 The tenderer/bidder is entirely responsible for opening this account and the execution of the agreement in all respects in accordance with the terms and conditions as specified in the acceptance of bid at his own cost within stipulated time.
- 6.5 The validity of the bid shall remain in force for 90 days from the date of opening of Financial Bids.
- 6.6 The Agency shall not be allowed to sublet, transfer, assign, pledge or sub-contract its rights and liabilities under this contract to any other agency without the prior written consent of HRIDC. Subletting, transfer, assignment, or sub-contracting of the contract, directly or indirectly, shall result in premature termination of contract and imposition of any penalty as may be decided by the Managing Director of HRIDC including forfeiture of entire security and revocation of Bank Guarantee.
- 6.7 The actual requirement of services of manpower, and in turn the number & type of such staff, may increase or decrease during the duration of the contract. The Agency would have to provide a panel of sufficient numbers of Office staff possessing the requisite qualifications, proficiency and experience out of which HRIDC would reserve the right to choose or return the same for further submission depending on their suitability and proficiency.
- 6.8 The Agency shall submit Performance Security Deposit @ 3% of total contract value to HRIDC within a period of one month from the award of the letter of intent for the contract. The Performance Security Deposit shall be refundable on successful completion of the contract at the end of the contract period. HRIDC may require the Agency to submit additional Performance Security Deposit if the Managing Director is of the opinion that the Agency has not completely complied with the terms & conditions of the contract.
- 6.9 On submission of the Performance Security Deposit, the bidder Agency shall be required to sign, within a period of 30 days, an agreement with the officer of HRIDC so authorized by the Competent Authority, an agreement containing all clauses of Chapter 6 & 7 on Terms & Conditions and Performance & Penalties, as amended during the bidding process.
- 6.10 The Agency shall be bound by the details furnished and information provided in the bid documents or at any subsequent stage. In case, any document furnished, or information provided by the Agency is found to be false or untrue at any stage, it would be deemed to be breach of terms and conditions of the contract making the Agency liable for legal including criminal action, besides termination of contract, forfeiture of the Performance Security Deposit and revocation of the Bank Guarantee.
- 6.11 The Agency has to provide a panel of manpower as per designation with the required qualifications, experience and proficiency to HRIDC. The choice of manpower to be deployed in HRIDC shall be made from amongst the panel submitted by the Agency. HRIDC reserves the right to conduct its own assessment or test or other proficiency checks as may be required. The Agency has to provide a panel of 3 times of the number of staff required and demanded by HRIDC for each designation. If the number of staff required and demanded by HRIDC is not available due to being found unsuitable for deployment in HRIDC after the assessment or test or other proficiency checks, penalty of Rs 10,000 will be imposed on the Agency for each number found unsuitable due to non-performance of the Agency in identification of the right manpower with the required proficiency, skill and knowledge required under the contract. The purpose is that the Agency understands the specific requirement of HRIDC for each designation, takes appropriate measures and exercises due diligence while conducting proper screening before forwarding the panel of names to HRIDC.
- 6.12 The Agency shall not delay in providing the manpower requisitioned by HRIDC for the first time after the commencement of the contract and shall do so within 10 working days of the demand being raised by HRIDC. The Agency shall not change the manpower deployed except in exceptional circumstances and for reasons to be indicated to HRIDC. This shall not however apply to replacement manpower for which provision of clause 6.16 shall apply.

- 6.13 The Agency shall furnish the following documents in respect of the manpower deployed in HRIDC before the commencement of work: -
- List of persons deployed with their designation;
  - Bio-data of the person in electronic form;
  - Attested scanned copy of the certificates and documents showing age, educational qualifications and experience in electronic form;
  - Character certificate verification submitted by Agency;
  - Aadhar number of the manpower deployed with copy of the Aadhar Card.
- 6.14 The Agency before selecting the manpower will satisfy himself about the character and integrity of the persons proposed for deployment in HRIDC. The Agency shall provide a character certificate after due diligence and verification of character and antecedents before deployment. The persons deployed by the Agency should not have any Police record or criminal cases against them and they should be deployed after police verification. The character and antecedent verification of the manpower deployed in HRIDC are the sole responsibility of bidder Agency.
- 6.15 The Agency shall deploy a manager, who is employees of the Agency, having minimum qualification of MBA with at least 5 years' experience for the coordination and management, deployment, providing substitute for absentee manpower, submission and completion of records regarding statutory liabilities i.e., deposit of taxes, ESI, EPF etc. The coordinator shall exclusively coordinate with HRIDC with regard to the manpower deployed by the Agency. No extra remuneration shall be paid to the Agency for the manager by HRIDC.
- 6.16 The Agency should arrange to issue magnetic chip ID Card for access control to each of the manpower deployed at HRIDC (as per design and specifications approved by HRIDC), containing the photograph of the deployed manpower along with other details such as Name, Date of Birth, designation, residential address, validity period, name of the Employer Agency, place of deployment, blood group etc. The cost of the magnetic chip ID card shall be paid by HRIDC in respect of deployments of manpower done in the first six months at a rate to be determined by HRIDC. The cost of the magnetic chip ID Card shall be met by the Agency in case of any changes in deployment for whatsoever reason within a period of six months or for any staff deployed at any time after six months.
- 6.17 The performance, proficiency, discipline and integrity of the manpower supplied by the Agency and deployed in HRIDC will be assessed by either the immediate reporting officer in HRIDC or the head of the unit in which the manpower is deployed or an officer of the HRIDC directed by the Managing Director of HRIDC. The assessment report will be prepared monthly and marked with any of the following grades- A, B or C – arrived at on the basis of a set of parameters fixed by HRIDC from time to time. The assessment report of each manpower deployed in HRIDC will be shared with the Agency. The purpose and motive is to ensure efficient and productive deployment of manpower so as to enable HRIDC to function effectively to discharge its statutory duties and obligations.
- a) If in any month, the number of manpower provided by the Agency has an assessment grading of C to the extent of more than 5% of total manpower deployed in HRIDC by the Agency, the Agency will face a deduction of 5% of the total payment due to the Agency that month. The deduction will be carried out by HRIDC in the payment due to the Agency in the immediate next month.
  - b) If in any month, the number of manpower provided by the Agency has an assessment grading of B to the extent of more than 10% of total manpower deployed in HRIDC by the Agency, the Agency will face a deduction of 2.5% of the total payment due to the Agency that month. The deduction will be carried out by HRIDC in the payment due to the Agency in the immediate next month.
  - c) If in any month, the number of manpower provided by the Agency has an assessment grading combined of B and C to the extent of more than 15% of total manpower deployed in HRIDC by the Agency, the Agency will face a deduction of 10% of the total payment due to the Agency that month. The deduction will be carried out by HRIDC in the payment due to the Agency in the immediate next month.
- 6.18 The Agency has to provide training and skill upgradation to the specific manpower assessed and graded as B and C in 30 days. Reassessment report of only that manpower will be sought again in the month after the skill upgradation has been provided. If there is no improvement in grades on re-assessment then the Agency has to withdraw the specific manpower and provide an alternate panel of manpower within the next 7 days. Failure in replacement within the specified period will be considered as a breach of performance of contract for imposition of penalty. Skill upgradation training will not be given in office/duty hours. In specific cases where higher order skills are required to be imparted the period of 30 days for skill upgradation may be



increased by HRIDC to a maximum of 60 days if a specific request in this regard is made by the Agency.

- 6.19 The Agency Shall immediately provide substitute manpower in the event of any person absenting the duty, leaving the job or is changed or required to be changed for whatsoever reason. The delay by the Agency in providing a substitute beyond three working days shall attract liquidated damages @2 times the pro-rata remuneration per day of the manpower recoverable from the Agency.
- 6.20 Deleted
- 6.21 For all intents and purposes, the Agency shall be the “Employer” within the meaning of different legislations in respect of manpower deployed in HRIDC. The manpower deployed engaged by the Agency and deployed in HRIDC shall not have any claims of Master and Servant relationship nor have any Principal and Agent relationship with or against the HRIDC. They shall in no case be entitled for claiming regularization of services or employment in the HRIDC, on the basis of having rendered services through the Agency.
- 6.22 The Agency shall be solely responsible for the redressal of grievances and resolution of disputes relating to manpower deployed in HRIDC. The HRIDC shall, in no way be responsible for settlement of such issues whatsoever.
- 6.23 HRIDC shall not be responsible for any damages, losses, claims, financial or injury to any other person on account of manpower engaged by the Agency in the course of their performing the functions or duties, or for payment towards any compensation due to acts done by such staff.
- 6.24 Every dispute, difference or question which may at any time arise between the parties hereto, or the subject matter thereof, shall be referred to the sole arbitration of an officer appointed by the State Government whose decision shall be final and binding on the parties. HRIDC or the Agency shall not challenge the award of the arbitrator before any court of law.
- 6.25 The work will be considered to be successfully completed on payments of all dues to the workers, deposition of all payments of EPF/Insurance premium/Taxes to the concerned authority/office and clearance/settlement of all disputes and court cases.
- 6.26 Haryana government instructions issued from time to time shall have to be followed in all matters and such order/instruction/guidelines will be binding upon the contracting firm and such instructions are considered as deemed amendment in the MoU.
- 6.27 It is understood between the parties hereto that during the course of business relationship, the contractor or its personnel in HRIDC may have access to confidential information of HRIDC and it undertakes that it shall not, without HRIDC written consent, disclose, provide or make available any confidential information in any form to any person or entity or make use of such information. This clause shall survive for a period of 5 years from the date of expiry of this agreement. In case of default, suitable punishment in the form of fine, financial loss suffered by HRIDC or debaring the firm from works associated with HRIDC in future, can be imposed by HRIDC in the contractor and the same shall be acceptable to the contractor. The HRIDC shall also be at liberty to initiate civil/criminal action against the concerned personnel or/and contractor in case of default as aforesaid.
- 6.28 In case any family member of the contractor is serving in the department then the contractor must record a certificate to that effect on the offer failing which the tender shall be rejected out-rightly.
- 6.29 Whenever there is a duplication of clause either in the terms and conditions or in the agreement, the clause, which is beneficial to the HRIDC will be considered.
- 6.30 Department reserve the rights to award of work to eligible service provider. The service charges will be paid in basic wages only. Further, overtime wages will not be allowed to any Manpower for any work after office hours.
- 6.31 The HRIDC may secure additional manpower for specific purpose and for specific period etc. from contractor on prevailing D.C rated issued from time to time rate were applicable during contract period.
- 6.32 No enhancement will be given to the contractor above the awarded rates during the contract period, in any case.
- 6.33 The contractor should be ready to start the work within 10 days.
- 6.34 The person deployed should be more than 18 years of age with sound health to the satisfaction of the competent authority and should have the requisite qualification as prescribed by Haryana Govt. time to time.
- 6.35 The contractor cannot engage any sub-contractor or transfer the contract to any other person.
- 6.36 The contractor shall maintain a register of the employees appointed by the contractor together with names/address and telephone numbers of the employee.

- 6.37 The terms and conditions contained herein shall form part of and shall be taken as if they were included in contract agreement to be entered into by the contractor.
- 6.38 The contract shall remain valid for the period of award of work and is deemed to be renewed upon extension of work.
- 6.39 The contractor will not allow or permit his/their employees to participate in any trade union activities or agitation in the premises of the department, violation of which may result in the termination of the contract immediately.
- 6.40 The HRIDC reserves the right of removal of any persons considered by him to be incompetent or disorderly from the HRIDC premises and the contractor will provide the replacement at once.
- 6.41 In case an mis-happening such as accident/incident, it is mandatory for the contractor to take-up and follow-up with the legal/police at its own level to the logical end.
- 6.42 The contractor shall maintain all statutory records in respect of workforce deployed by him as required under the provision of law.
- 6.43 The contractor shall not close/wind up its office without written consent of the HRIDC before this successful completion of the work.
- 6.44 The contractor shall have to issue appointment letter, ESIC cards as per instructions issued from time to time and identity card on its own name and trading style to its personnel deputed for rendering the services and cannot charge any money/amount in the name of HRIDC etc.
- 6.45 Consumption of any kind of intoxicant liquor and smoking is strictly prohibited in office premises.
- 6.46 The contractor cannot add/removal partners in the firm during the period of work.
- 6.47 Tender offer should be complete in all respects.

#### **PAYMENT OF REMUNERATION TO THE DEPLOYED STAFF IN HRIDC**

6.48 DELETED

- 6.49 The contractor shall be solely responsible for fulfilling its obligations towards its staff under various laws as applicable and amended from time to time. The contractor shall be responsible for payment of wages to its staff at the rates fixed from time to time by Deputy Commissioner.
- 6.50 The Agency will open a separate bank account for each deployed manpower engaged by the Agency and deployed in HRIDC into which the Agency shall deposit the monthly remuneration before the 10<sup>th</sup> of every month with intimation to HRIDC.
- 6.51 A comprehensive bill for payment of remuneration after deduction for absenteeism, changes, if any, etc. in respect of the roll of manpower deployed by the Agency shall be submitted to HRIDC by the 2<sup>nd</sup> of every month or the immediate next working day in case 2<sup>nd</sup> of the month happens to be a holiday, to HRIDC indicating the bank account of each deployed staff, the total amount of remuneration and statutory liabilities such as EPF, ESI and other such statutory payments as per the Performa issued by the State Government vide letter dated 12.01.2011. HRIDC, on its part, after initial verification of the details and such deductions as may be required on initial verification as per the record, release the monthly remuneration, within a period of four working days after the submission of the comprehensive bill. In case any discrepancy is noticed by HRIDC later on verification or audit, the amount of discrepancy shall be recoverable from the Agency at any stage within the duration of the contract.
- 6.52 The Agency shall on the same day or the day after payment of monthly remuneration is issued by HRIDC and in any case by 10<sup>th</sup> of every month release the monthly remuneration to each deployed staff by depositing the remuneration into the bank account of the deployed staff through NEFT/RTGS/UPI/IMPS/Payments Bank or any other electronic means of payment.
- 6.53 Provident Fund, unless amended by Government, is to be deducted @12% and the employer's contribution is @13.61%. Similarly, ESI deduction from wages, unless amended by Government, is @1.75% and employer's contribution is @4.75%. In case any amendment is made to the above figures for deductions and employer's contribution, the amended figures would be deducted or contributed by the Agency, as the case may be.
- 6.54 In case of statutory payments due to the manpower payable by the Agency (EPF, ESI etc.), the Agency shall deposit the payment of the deductions made as per clause or as per statutory requirements into the

respective account in the name of the deployed staff which is maintained by the concerned statutory Government organization within the due date. In case the Agency fails to make the deposit of the deductions or employer's contribution, it would be considered as a serious breach of terms and conditions liable for imposition of penalties, for feature of Performance Security Depositor termination of the contractor all of the above.

- 6.55 All taxes payable or deductible including Income Tax will be deducted at source in accordance with the applicable law. Tax Deducted at Source (TDS) in respect of the manpower engaged by the Agency and deployed in HRIDC shall be deducted as per the provisions of the Income Tax law, as amended from time to time and a certificate to this effect shall be provided to the agency by HRIDC.
- 6.56 Whenever any claim for the payment of money arises out of under this contract against the contractor, the Department shall be entitled to recover such sum by appropriating, in part or whole the bills, performance amount/security deposit deposited the contractor. Should the sum not be sufficient to cover the full amount recoverable, the Contractor shall pay on demand the remaining balance due to the HRIDC.

#### **OTHER LIABILITIES OF AGENCY IN RESPECT OF MANPOWER DEPLOYED**

- 6.57 The Agency shall be required to provide uniform of the approved color at the time of deployment of manpower (Security Guards only), and at **the cost of the Agency** to Security Guard engaged by it and deployed in HRIDC **every year**, failing which the same will be provided by HRIDC and cost of the same shall be recovered from the agency from their bill(s). Full justification for the cost of uniform including stitching shall be provided by the Agency in the Financial Bid.
- 6.58 The Agency will be responsible for compliance of all statutory provisions relating to Minimum Wages, GST, Provident Fund and Employees State Insurance etc., if applicable in respect of the manpower deployed by it in HRIDC.
- 6.59 The Agency shall be liable for depositing any taxes, levies, cess etc. on account of services rendered by it to HRIDC to the concerned collection authorities from time to time as per extant law, rules and regulations on the matter.
- 6.60 In case, the Agency fails to comply with any statutory or taxation liability under appropriate law, and as a result thereof the HRIDC is put to any loss or obligation, monetary or otherwise, HRIDC will be entitled to recover the money out of the outstanding bills or the Performance Security Deposit or by revocation of the Bank Guarantee, to the extent of the loss or obligation.
- 6.61 The Agency shall maintain all statutory registers under the applicable law and produce the same, on demand to the concerned officer of HRIDC or any other authority under law. A compliance certificate in this regard will be submitted along with the bills every month.
- 6.62 HRIDC may ask for documentary evidence in respect of payment of statutory liabilities as and when required. HRIDC shall verify the actual payment of statutory payments periodically, and if not satisfied, shall withhold the payments due to the Agency or seek additional Performance Security Deposit or revoke the Bank Guarantee as the case may be, in addition to other legal action.
- 6.63 The Agency shall ensure that all the manpower deployed in HRIDC are covered under the requisite ESI scheme under applicable law and in case of any accident to manpower while working in HRIDC, it shall be the sole responsibility of the Agency on this account whatsoever.
- 6.64 The Agency will issue monthly pay slip to each manpower staff engaged by it and deployed in HRIDC giving details of the remuneration and deductions including deductions on account of EPF, ESI and other statutory deductions.
- 6.65 The Agency shall obtain workman's compensation insurance policy from an approved insurance company to cover the risk of injury or death of the manpower engaged by him. The Agency has to give compensation of Rs. 5 lakhs or as per latest guidelines on the death of a person deputed by him in HRIDC.
- 6.66 HRIDC shall not bear any other expenses payable to the manpower deployed by the Agency such as any provident fund contributions, transport charges to and from residence, medical expenses etc.
- 6.67 The Agency shall comply with the provisions of all welfare legislations and more particularly the Contract Labour (Regulation and Abolition) Act, 1970, while carrying out the obligations of the Agency under the contract. The Agency shall further observe and comply with all laws, rules, orders and notifications concerning employment of staff engaged by the Agency and shall duly pay all sums of money to such engaged staff as may be required to be paid under such laws. It is expressly understood that the Agency is fully responsible to ascertain and understand the applicability of various legislations,

and take necessary action to comply with the requirement of law.

- 6.68 The Agency shall be obliged and solely responsible to comply with all statutory requirements in respect of the manpower engaged by him and deployed in HRIDC and HRIDC shall not be a party to any dispute arising out of such deployment by the contractor.
- 6.69 The Agency shall be responsible for all acts of commission and omission on the part of the manpower engaged by the Agency and deployed in HRIDC. HRIDC shall not be responsible in any manner, whatsoever, in matters of injury, death, ill health etc. of the Agency's manpower deployed and performing duties in HRIDC under the contract.
- 6.70 The Agency shall compensate in full the loss sustained by HRIDC on account of any damage caused to the property of HRIDC due to negligence or lapse of, or pilferage, theft or breakage caused by the manpower engaged by the Agency and deployed in HRIDC. The amount of compensation shall be deducted from the payment due to Agency or recovered by any other legal means as the HRIDC deems fit.
- 6.71 The Agency shall all the times indemnify HRIDC and keep HRIDC indemnified against any claim by any third party for any injury, damage to any person or person of any third party or for any other claims whatsoever for any act of commission or omission of the manpower engaged by the Agency and deployed in HRIDC during the performance of their manpower assignments.

#### **GENERAL EXPECTATIONS OF MANPOWER DEPLOYED IN HRIDC:**

- 6.72 No manpower engaged by the Agency and deployed in HRIDC shall have or exercise any financial or administrative powers, whatsoever. Their duties shall be to assist and carry out duties as may be assigned by his/her Controlling Officer and under their supervision. The manpower so deployed shall comply with such instructions as may be issued by HRIDC or by the Controlling Officer from time to time.
- 6.73 All records, drawings, documents, data, specifications, standards, manuals etc., issued or made available to manpower deployed in HRIDC shall be used exclusively towards discharging his/her duties in HRIDC and shall be returned to the concerned authority in HRIDC without retaining any copies thereof. The manpower shall not carry any of the records, drawings, documents, data, specifications, standards, manuals etc., outside office/ depot premises except with the specific permission of the head of the unit.
- 6.74 The Agency shall ensure that: -
- a) the manpower deployed in HRIDC maintains complete confidentiality about their work assignments in HRIDC.
  - b) the manpower deployed in HRIDC shall ensure safe custody of all records, data, information specific to any project or work of HRIDC and shall maintain confidentiality in not divulging or disclosing the same to any third party, under any circumstances.
  - c) the manpower deployed in HRIDC shall avoid use of any official information concerning HRIDC for any non-official purpose;
  - d) the ownership and copyright of all records, data, drawings, reports and other documents, prepared by the manpower deployed in HRIDC during the discharge of his/her duties in HRIDC shall rest exclusively with HRIDC;
- For the purpose of this clause "confidential information" or "confidentiality" shall mean any knowhow, as well as any other knowledge, record, data or information of any technical, commercial or financial nature which is furnished to or obtained by manpower deployed in HRIDC directly or indirectly, during performance of their duties in HRIDC.
- 6.75 HRIDC respects the security and safety of women at the workplace. All manpower deployed in HRIDC shall show gender sensitivity and behave in a proper manner with women. Any complaint in this regard will be viewed seriously and action has to be taken by the Agency for withdrawal of the manpower against whom the complaint is made.
- 6.76 Each of the manpower deployed in HRIDC must maintain highest standards of honesty, integrity and ethics. HRIDC may demand the replacement of any manpower that fails to maintain these standards of honesty, integrity and ethics.
- 6.77 The Agency shall ensure that the manpower deployed in HRIDC is physically fit, competent to discharge the duties assigned with the post and have requisite experience and qualifications.

- 6.78 The manpower deployed shall work as per the timings of duty which they are deployed. The manpower deployed may be required to attend the duty on holidays or before or after normal duty working hours based on the exigencies of work for which no additional payment shall be payable, however, compensatory off in lieu of the same may be availed at subsequent date within a period of 30 days.
- 6.79 The manpower deployed in HRIDC shall be required to report for work at the designated hour of reporting to the designated authority daily and shall not leave during the duty hours without specific permission. Attendance shall be monitored by the Aadhar Enabled Biometric Attendance System and all manpower deployed shall be required to follow work timings. In case, manpower deployed in HRIDC is absent on a particular day or comes late on more than two occasions in a month, pro-rata remuneration for each day shall be deducted or any other action as deemed fit by HRIDC may be taken in respect of the deployed staff.
- 6.80 Every deployed manpower shall be entitled to one day leave for each completed calendar month that can be accumulated up to the end of the calendar year, beyond which such leave cannot be carried forward. The leave must be availed of with the prior approval of his/her Controlling Officer and unavailed leave shall not be eligible for encashment. Medical leave up to 10 days in a calendar year may be permitted at the sole discretion of the controlling officer on production of satisfactory proof of illness.
- 6.81 Complaints regarding marking of wrong attendance shall be viewed seriously and will not be tolerated.
- 6.82 In case the manpower deployed in HRIDC by the Agency commits any act of omission or commission which amounts to misconduct, indiscipline, incompetence, the Agency will be liable to take appropriate legal action against such manpower deployed, including their removal from the premises or site of work, when required by HRIDC.
- 6.83 The Agency shall replace immediately any of its manpower deployed in HRIDC who are found unacceptable to the HRIDC because of security risks, improper cash handling, improper conduct with customers/passengers, incompetence, conflict of interest, improper conduct, misbehavior with women etc. when so required by HRIDC.
- 6.84 For all intents and purposes, the Agency shall be the "Employer" within the meaning of different legislations in respect of manpower deployed in HRIDC. The manpower deployed engaged by the Agency and deployed in HRIDC shall not have any claims of Master and Servant relationship nor have any Principal and Agent relationship with or against the HRIDC. They shall in no case be entitled for claiming regularization or employment in the HRIDC, on the basis of having rendered services through the Agency.
- 6.85 The Agency shall be solely responsible for the redressal of grievances and resolution of disputes relating to manpower deployed in HRIDC. HRIDC shall, in no way be responsible for settlement of such issues whatsoever.
- 6.86 HRIDC shall not be responsible for any damages, losses, claims, financial or injury to any other person on account of manpower engaged by the Agency in the course of their performing the functions or duties, or for payment towards any compensation due to acts done by such staff.
- 6.87 The manpower engaged by the Agency shall not claim nor shall be entitled to pay, perks and other facilities admissible to employees of HRIDC during the duration or after expiry of the contract.
- 6.88 In case of termination of this contract on its expiry or otherwise, the manpower engaged by the Agency shall not be entitled to and will have no claim or any further engagement or absorption nor any relaxation for absorption in HRIDC.
- 6.89 The manpower engaged by the Agency shall not claim nor shall be entitled to pay, perks and other facilities admissible to employees of HRIDC during the duration or after expiry of the contract.
- 6.90 The proof of submission of wages, PF, ESI and GST shall be submitted by the agency for previous month must be submitted by the agency before submission of bills for the current month otherwise the bills submitted by the agency for Current month shall not be passed.

## **PERFORMANCE, INCENTIVE & PENALTY**

- 7.1) The performance of the contract depends to a substantial extent on the capability of the Agency to provide manpower services of the desired quality, proficiency, efficiency, discipline and ethics as required by HRIDC and in a timely manner. Failure to do so in any of these respects shall invite action for non-performance leading to the levy of penalty or liquidated damages, as the case maybe.
- 7.2) If the Agency fails to discharge the obligations of the contract, including terms and conditions, in part or in full, or on the grounds of proficiency or quality of manpower deployed, HRIDC has the right to terminate the contract and to place the order on any other Agency. HRIDC shall have the right to forfeit the Performance Security Deposit or revoke the Bank Guarantee or take any legal action including blacklisting and debarring the Agency or its promoters from any contracts in HRIDC. HRIDC shall also inform the State Government and all public organizations, autonomous institutions, public sector undertakings and other agencies about the decision of HRIDC
- 7.3) Managing Director (MD) of HRIDC or any officer of HRIDC to whom the powers of the MD has been delegated for the management of the contract, may take action for unilateral termination of the contract, include forfeiture of Performance Security Deposit and revocation of Bank Guarantee, if the Agency:
- a) is in breach of any of the terms and conditions of the contract which, in the opinion of the Managing Director of HRIDC, amounts to a material violation or breach of the terms and conditions of the contract;
  - b) sublets, transfers, assigns, pledges or sub-contracts its rights and liabilities under this contract to any other agency without the prior written consent of HRIDC;
  - c) furnishes false or untrue information in the bid documents or at any stage before or after the award of the contract;
  - d) fails to fulfil statutory obligations or liabilities by or under any law for the time being in force in respect of the manpower engaged by it and deployed in HRIDC;
  - e) fails to maintain records required to be statutorily maintained by or under any law for the time being in force in respect of the manpower engaged by it and deployed in HRIDC or in respect of services provided by it to HRIDC.
  - f) deploys manpower of poor quality, skill, proficiency or discipline or in a delayed manner that has the possibility of affecting the efficient or responsive functioning of the HRIDC.
- 7.4) Managing Director (MD) of HRIDC or any officer of HRIDC to whom the powers of the MD has been delegated for the management of the contract, shall consider imposition penalty of such amount a sum equivalent to quarter of one percent (0.25%) of the contract value of the works during each month for each default as listed below as may be necessary and appropriate for the purpose, if the Agency:
- a) fails to deploy the manpower required by HRIDC within the stipulated time in the requisition of HRIDC for manpower under clause 6.17;
  - b) fails to deploy the coordinators under clause 6.12 or if the coordinators fail to attend to the duties required by them under clause 6.12 to the satisfaction of the HRIDC;
  - c) fails to provide magnetic chip ID cards for access control as per the design and specifications of HRIDC required under clause 6.13 within a period of 5 working days from the date of deployment of manpower in HRIDC;
  - d) fails to provide substitute manpower beyond 3 working days in case of deployed manpower absenting from duty, leaving or required to be changed for whatsoever reason, required under clause 6.18;
  - e) fails to make payment of remuneration to the deployed manpower before the 10th of every month;
  - f) fails to deposit the deductions or employer's contributions in the name of the deployed manpower before the end of the month in which the deductions have been made;
  - g) fails to provide training and skill upgradation to the manpower deployed in HRIDC in accordance with requirements of clause 6.15;
  - h) fails to provide the compliance certificate required under clause 6.32 or produce documentary evidence required under clause 6.33;
  - i) fails to provide the uniform to manpower deployed in HRIDC under clause 6.28.
- 7.5) The performance, proficiency, discipline and integrity of the manpower supplied by the Agency and deployed in HRIDC will be assessed monthly by either the immediate reporting officer in HRIDC or the head of the unit in which the manpower is deployed or an officer of the HRIDC so directed by the Managing Director of HRIDC. Penalty in accordance with the provisions of **clause 6.13** may be imposed depending on the monthly assessment reports.
- 7.6) The bidder Agency should not have been debarred, blacklisted or charged with any malpractice by any Department, statutory entity, autonomous institution or public sector undertaking (PSUs), whether of the Government of India or any State Government, or a Municipal Corporation. The bidder Agency shall

**submit an affidavit** testifying to this respect. In case this fact is established after allotment of the contract and the affidavit submitted is untrue or false, then the contract will be terminated after due inquiry without any notice and in such an eventuality the Performance Security Deposit and Bank Guarantee will stand forfeited. The above condition of being debarred, blacklisted or charged with any malpractice shall also apply to associate concern/partners of the bidder Agency.

- 7.7) HRIDC reserves the right to terminate the contract, without assigning any reason, during the initial period of three months after giving thirty days' notice to the Agency.
- 7.8) In case of fraud or financial loss or physical damage due to the willful or negligent action of the manpower deployed by the Agency, the Agency may be asked to pay compensation of such amount as may be decided by the Managing Director.
- 7.9) The contract can be terminated by Managing Director,HRIDC, at any time by giving 30 days' notice if circumstances arise which in the opinion of the Chief Executive Officer and for reasons to be recorded warrant the termination of the contract.
- 7.10) If the performance of all the manpower deployed by the Agency is graded as Grade A in a month through the process described in clause 6.14, with respect to all the conditions defined in clause 6.14; then Agency is eligible to receive an incentive amount equal to 20% of the Composite Agency Charges payable for that month.

**APPLICATION****TECHNICAL BID**

**For selection of Manpower Services Agency to provide manpower services to  
Haryana Rail Infrastructure Development Corporation**

<b>S. No.</b>	<b>Description</b>	<b>Response</b>
1.	Name of Bidder Company/Firm/Agency (Attach certificate of registration)	
2.	Name of Proprietor(s)/Director(s) of Company/Firm/Agency	
3.	Full Address of Registered Office (including telephone no., fax no. & e-mail address)	Telephone No.: FAXNo.: E- Mail Address:
4.	Full Address of Operating Branch (including telephone no., fax no. & e-mail address)	TelephoneNo.: FAXNo.: E- Mail Address:
5.	Banker of Company/Firm/Agency	
6.	Full Address of Banker (Attach certified copy of statement of bank account for the last three years)	Telephone No.: FAXNo.:
7.	Authorization in favour of the signatory issued by the competent authority of the Bidder Company/Firm/Agency (Attach authorization note)	
8.	Details of payment of Earnest Money Deposit (Give No. and date of deposit)  DELETED	Paid into Account No. xxxxxx, BankName: _____ IFSC: Date of payment: _____ No. of UTR/Challan:  _____ Originating Bank:  _____ IFSC:
9.	PAN/GIR No. (Attach attested copy of PAN/GIR)	
10.	GST Registration No. (Attach attested copy of registration)	
11.	E.P.F Registration No. (Attach attested copy of registration)	
12.	E.S.I Registration No. (Attach attested copy of registration)	
13.	Registration No. of Labor License for providing manpower (Attach attested copy of registration)	
14.	Registration No. under Shops and Establishment Act (Attach attested copy of registration)	



15.	Certificate from Bidder Company/Firm/ Agency for deposit OF EPF upto date i.e. 31.12.2020. (Attach certificate of chartered accountant)	
16.	Certificate from Bidder Company/Firm/ Agency for deposit of GST upto date i.e. 31.12.2020. (Attach certificate of chartered accountant)	

**17 Financial turnover of the Bidder Company/Firm/Agency for the last five financial years with documentary proof and certificate of the Chartered Accountant thereof.**

Financial Year	Amount (Rs. In Lakhs)	Remarks, if any
2018-19		
2019-20		
2020-21		

**18 Give details of the major clients served/presently being served by Bidder Company/ Firm/Agency in the following format:**

Sl. No.	Client Name	Full Address of Client with telephone numbers	No. of manpower provided	Contract Amount	Duration	
				(Rs. in lakhs)	From	To
1						
2						
3						
4						
5						
6						
7						

**NOTE:**

- 1 It should also be mentioned whether the client is a Govt. Department, Statutory or autonomous institution, university, Central PSU, State PSU or a private company (with annual turnover if it is a private annual company).
2. Details of manpower supplied designation-wise to be attached in separate sheet.

**19 Copy of client satisfaction for completion of works of similar nature (providing Management Manpower) valued not less than 50 lakhs each, during the last 7 (seven) years.**

Sl. No.	Client Name 1	Full Address of Client with telephone numbers	No. of manpower provided	Contract Amount	Satisfaction Grading by Client		
				(Rs. In lakhs)	Excellent	Good	Ordinary
1							
2							
3							
4							
5							
....							
....							

**NOTE:** 1. It should also be mentioned whether the client is a Govt. Department, Statutory or autonomous institution, university, Central PSU, State PSU or a private company (with annual turnover if

it is a private company)

2. Details of manpower supplied designation-wise to be attached in separatesheet
3. Satisfaction Grading should be signed by an officer of Client mentioning date not earlier than 31.12.2019. The satisfaction grading may be verified by HRIDC.

**20.** Length of experience of providing manpower services i.e. providing manpower to reputed Private Companies/ Public Sector Companies and Government Department etc.

**21.** Details of available infrastructure in terms of systems for recruitment and placement of professional Management resources, both in terms of physical infrastructure, available experts and onlineresources.

Details of physical infrastructure:

**Details of expertsavailable:**

**Details of onlineresources:**

**22.** Detailed write up on the methodology and plan of Bidder to provide manpower for deployment (How does the Bidder expects to recruit, test for proficiency, evaluate discipline and ethicsetc.)

**Details:**

**23. Details of skill upgradation and training facilities:**

**24. Additional information, if any**  
*(Attach separate sheet, if required)*

**Date:**  
**Place:**

**Signature of authorized person(s)**

**Name(s):**  
**Seal:**

**DECLARATION**

1. I ..... Son/ Daughter/ Wife of Shri....., resident of ..... , Aadhar Number:....., authorized signatory of the Bidder Company/Firm/Agency....., is duly authorized and competent to sign this declaration.
2. I have carefully read and understood all the terms and conditions of the tender and undertake to abide by them:
3. I indemnify HRIDC against any loss incurred by HRIDC due to any act of omission or commission by the manpower recruited and engaged by my Company/Firm/Agency and deployed in HRIDC.
4. I solemnly declare that my Company/Firm/Agency has not been blacklisted/debarred from participating in any tender of any Ministry/Department/University/Statutory or Autonomous Institution/CPSU/State PSU in the last five years.
5. The information/ documents furnished along with the above application are true and authentic to the best of my knowledge and belief. I/We am/are well aware of the fact that furnishing of any false information/fabricated document would lead to rejection of my tender at any stage besides liabilities towards prosecution under appropriate law.
6. I, on behalf of my Company/Firm/Agency, declare that I/We have read the entire tender document and all the terms and conditions of tender and declare that I/We have clearly understood and unequivocally agree to all the terms and conditions and will abide by the terms and conditions.

**Signature of authorized person(s)**

**Date:**  
**Place:**

**Name(s):**  
**Seal:**

**APPLICATION**

**FORMAT OF FINANCIAL BID**

**IMP. NOTE: - NOT TO BE SCANNED AND SUBMITTED. THIS IS TO BE QUOTED/FILLED ON-LINE IN THE COMMERCIAL ENVELOPE**

**For selection of Manpower Services Agency to provide manpower services to Haryana Rail Infrastructure Development Corporation.**

**Note:** Financial Bid shall be opened only after eligibility in terms of the submissions made in the Technical Bid is decided.

<b>Sl. No.</b>	<b>Description</b>	<b>Response</b>
1.	Name of Bidder Company/Firm/Agency <i>(Attach certificate of registration)</i>	
2.	Full Address of Registered Office <i>(including telephone no., fax no. &amp; e-mail address)</i>	TelephoneNo.: FAX No.: E- Mail Address:
3.	Name and details of Nodal Officer of Bidder Company/Firm/Agency <i>(including telephone no., fax no. &amp; e-mail address)</i>	TelephoneNo.: FAX No.: E- Mail Address:
4.	Reference number of Technical Bid	

- All manpower engaged by the Bidder Company/Firm/Agency and deployed HRIDC will be paid their remuneration on monthly basis by the Bidder Company/Firm/Agency through NEFT/RTGS/e-payment and the proof of same shall be submitted to HRIDC each month. HRIDC may verify the same and in case of any default, HRIDC shall withhold the payments due to the Agency in addition to taking legal action.
- The remuneration payable to the manpower tied to the qualification and relevant experience of the manpower shall be decided by HRIDC and the Bidder Company/Firm/Agency shall ensure that the deployed manpower has the requisite qualifications and experience. The Agency will have to a compliance certificate that has complied with all statutory liabilities relating to taxes, payment of minimum wages and other statutory liabilities thereon.
- All statutory payments such as ESI, EPF, GST etc. are not to be quoted by the bidders, only the Composite Agency Charges to be charged by the Bidder Company/Firm/Agency are to be quoted in column no.(c) below. The composite agency charges should be quoted in compliance to instructions enforced by Government of Haryana.

<b>S. No.</b>	<b>Component of Rate</b>	<b>Amount in Rs. per person/per month</b>
(a)	Remuneration per person	Would be fixed by HRIDC for various positions from time to time. <i>(Please refer Annexure III for rates)</i>
(b)	GST & related cesses	Not to be quoted by the bidder. It shall be paid as per relevant rules applicable from time to time.
(c)	Composite Agency Charges (please indicate)	To be quoted in % of the amount payable as percentage of (a) above % in words:      %
(d)		of the Composite Agency charges indicated in (c); cost of Uniform per Manpower assumed in the calculations = Rs

- The Agency shall be required to provide uniform of the approved color at the time of deployment of manpower, and at the cost of the Agency to all manpower engaged by it and deployed in HRIDC every year, failing which the same will be provided by HRIDC and cost of the same shall be recovered from the agency from their bill(s), as per the details below:

<b>Summer Uniform</b>	Cloth for Shirt and Trouser (good quality of Terri cot) of approved color, including stitching	<b>Two Sets</b>
<b>Winter Uniform</b>	Cloth for Shirt and Trouser (good quality of Terri cot) of approved color, including stitching	<b>Two Sets</b>
	Pullover full Sleeves	<b>One</b>
	Pullover (Sleeve Less)	<b>One</b>

Full justification for the cost of uniform including stitching shall be provided by the Agency in the Financial Bid. In case the additional manpower required by HRIDC during the contract period exceeds 25% of the initial requirement indicated, then HRIDC shall provide the cost of uniform indicated in the Financial Bid for such

excess manpower beyond the 25% limit. The limit of 25% shall not include the manpower changed by the Agency for what soever reason.

**Signature of authorized person(s)**

**Date:**

**Name(s):**

**Place:**

**Seal:**

**ANNEXURE-III**

**TENTATIVE MANPOWER REQUIREMENT, QUALIFICATIONS, REQUIRED EXPERIENCE  
AND REMUNERATION FOR PACKAGE**

Designation	Tentative Req.		Proposed Monthly Consolidated Remuneration as per current DC rates (inclusive of EPF/ESI) exclusive of applicable taxes and Composite Agency charges.	
	Chandigarh	Gurugram	Chandigarh	Gurugram
Office Superintendent (Accounts)	1	0	29557	-
Office Assistant (Accounts)	1	1	28214	23656
Data Entry Operator	2	2	43726	52296
Draftsman/CAD Operator	1	2	21863	47312
Project Assistant	1	0	21863	-
Receptionist	0	1	-	19218
Patwari	0	3	0	70968
Surveyor	0	1	-	21505
Record Keeper	1	2	15003	38436
Sweeper/Attendant	1	2	15003	29454
Multitasking Staff	3	6	45009	88362
Gate Keeper/ security Guards without weapon	3	3	45009	51846

**ANNEXURE-IV**

**(Satisfaction Certificate by Client)**

1) **Client:**

(May mention name along with whether client is a Govt. Department, Statutory or autonomous institution, university, Central PSU, State PSU or a private company.)

2) **Address:**

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

3) **Name of Agency engaged for providing Manpower services:**

\_\_\_\_\_

4) **Period for which Agency was engaged:**

5) **No. of manpower engaged:**

6) **Nature of work for which manpower was engaged:**

*(Details designation-wise be provided in an attached sheet)*

7) **Contract amount (annually):**

8) **Client's comments on quality of manpower services provided:**

9) **Overall rating by Client of Manpower services:**

*(Choose any one: Excellent, Very Good, Good, Satisfactory, Average, Poor)*

**Signature of authorized person(s)**

**Place & Date:**

**Contact Details:**

(Mail Address & mobile number)

**Name:**

**Seal:**

Note: Satisfaction Grading should be signed by an officer of Client mentioning date not earlier than 31.03.2017. The satisfaction grading may be verified by HRIDC.



**ANNEXURE V**  
**CHECKLIST OF ESSENTIAL DOCUMENTS**

Sr.No.	Document	Yes/No
1	The bidder Agency shall have been in existence for a minimum period of 7 years. The Agency shall submit documentary evidence regarding their incorporation/existence.	
2	The bidder Agency shall also submit Income Tax Returns filed by the Agency over the last 3 years	
3	The bidder Agency should have a valid license from the competent licensing authority under the provisions of Contract Labour (Regulation and Abolition) Act, 1970 and rules made there under.	
4	Satisfaction Certificate – ANNEXURE IV	
5	The bidder Agency has to register in Government of India’s employment exchange (refer <a href="http://www.employmentservice.nic.in">http://www.employmentservice.nic.in</a> )	
6	Copy of registration number issued to the bidder Agency must be provided with Technical Bid.	
7	Balance Sheet, Statement of Income and Expenditure and Income Tax returns for the last three financial years duly attested from Chartered Accountant with technical bid.	
8	The bidder Agency should have facilities (infrastructure, qualified and expert manpower) for testing/screening of personnel to ensure that they conform and surpass the required standards of knowledge, skill and experience before deployment. Documentary evidence	
9	The bidder Agency should have facilities for providing training and skill upgradation of the staff and persons deployed by the bidding Agency. The bidding agency may have a tie-up with the State Government approved training and skill development institutions instead of itself possessing the facilities, Documentary evidence	

## **SECTION-VIII: GENERAL CONDITIONS OF CONTRACT**

### **General Conditions of Contract**

#### **(GCC)**

1. HRIDC's General Condition of Contract (relevant clauses) 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, Employer's decision in this connection shall be final and binding.

**GENERAL CONDITIONS OF CONTRACT – INDEX**

<b>CLAUSE No.</b>	<b>DESCRIPTION</b>
1.0	DEFINITIONS
2.0	HEADING AND MARGINAL NOTES
3.0	SINGULAR, PLURAL AND GENERAL
4.0	COMMUNICATION AND LANGUAGE OF CONTRACT
5.0	LAWS GOVERNING THE CONTRACT
6.0	INSPECTION OF SITE AND SITE DATA
7.0	CONTRACTOR'S UNDERSTANDING
8.0	PERFORMANCE SECURITY & RETENTION MONEY
9.0	INSURANCE
10.0	COMMUNICATION BETWEEN EMPLOYER/EMPLOYER AND CONTRACTOR
11.0	DUTIES OF EMPLOYER AND EMPLOYER'S REPRESENTATIVE
12.0	GENERAL OBLIGATIONS OF THE CONTRACTOR
13.0	SUBCONTRACTING
14.0	PROVISIONS OF EFFICIENT AND COMPETENT STAFF
15.0	PROGRAMME OF WORK
16.0	COMMENCEMENT OF WORK
17.0	ACCESS TO SITE OF WORK
18.0	SETTING OUT
19.0	TEMPORARY WORKS
20.0	SPECIFICATIONS AND DRAWINGS
21.0	INDEMNITY BY THE CONTRACTOR
22.0	DAMAGE TO LIFE AND PROPERTY
23.0	SAFETY OF PUBLIC AND PUBLIC UTILITIES
24.0	OTHER SAFETY PROVISIONS
25.0	PROTECTION OF ENVIRONMENT
26.0	CARE OF WORKS
27.0	USE OF EXPLOSIVES
28.0	OCCUPATION AND USE OF LAND
29.0	EXCAVATED MATERIALS
30.0	RELICS AND TREASURES
31.0	CO-OPERATION WITH OTHER CONTRACTORS
32.0	WORK DURING NIGHT
33.0	SHEDS, STORES, YARDS
34.0	EMPLOYER'S MATERIALS
35.0	TOOLS, PLANTS AND EQUIPMENT
36.0	PLANT AND MATERIALS OF THE CONTRACTOR
37.0	CONTRACTOR TO KEEP SITE CLEAR
38.0	HEALTH AND SANITARY ARRANGEMENTS FOR WORKERS
39.0	ENGAGEMENT OF LABOUR
40.0	WAGES OF LABOUR
41.0	REPORTING OF ACCIDENTS INVOLVING LABOUR
42.0	SUPPLY OF WATER AND ELECTRIC POWER
43.0	REPAIR TO DAMAGES
44.0	IMPLEMENTATION OF QUALITY MANAGEMENT SYSTEM
45.0	MATERIALS AND WORKMANSHIP
46.0	REMOVAL OF IMPROPER MATERIALS AND WORKS
47.0	EXAMINATION OF WORK BEFORE COVERING UP

<b>48.0</b>	SUSPENSION OF WORKS ORDERED BY THE EMPLOYER
<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/EMPLOYER'S ACCOUNT
<b>52.0</b>	DEATH OF CONTRACTOR/PARTNER
<b>53.0</b>	EMPLOYMENT OF RETIRED OFFICERS/ EMPLOYER OF EMPLOYER/ EMPLOYER
<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 ALLINCLUSIVE
<b>57.0</b>	ACCEPTED RATE APPLICABLE TILL THE COMPLETION OF WORK
<b>58.0</b>	VARIATION IN QUANTITY OF ITEMS COVEREDBY THE BILL OF QUANTITIES
<b>59.0</b>	ITEMS NOT INCLUDED IN THE BILL OFQUANTITIES
<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>	CLEARANCE OF SITE ON COMPLETION
<b>67.0</b>	POST PAYMENT AUDIT
<b>68.0</b>	DEFECT LIABILITY CERTIFICATE
<b>69.0</b>	UNFULFILLED OBLIGATIONS
<b>70.0</b>	PRODUCTION OF VOUCHERS
<b>71.0</b>	FORCE MAJEURE
<b>72.0</b>	CLAIMS
<b>73.0</b>	SETTLEMENT OF DISPUTES
<b>ANN-I</b>	FORMAT OF AGREEMENT
<b>ANN-II</b>	FORMAT OF PERFORMANCE BANK GUARANTEE (UNCONDITIONAL)
<b>ANN-III</b>	FORMAT OF BANK GUARANTEE FOR RELEASE OF 50% OF RETENTION MONEY

## 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 its Managing Director or any other authorized officer and shall include their legal successors in title and permitted assignees.

"Employer or Employer 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.

"Employer's Representative" means any official nominated from time to time by the Employer 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/Employer, 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 Employer 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/Employer other than the Contractor.

"Tenderer or Bidder" means the individual, firm, Company, Corporation, Joint Venture or Consortium submitting a bid/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 or Bid" 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 Employer.

"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 Employer.

"Bill of Quantities (BOQ)" 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/Employer/Employer 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 Employer or Employer's Representatives, whether performed by the Contractor or by the Employer or his Representative, or any agency approved by the Employer.

"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 Employer.

"Letter of Acceptance" means the letter from the Employer or the Employer 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 Employer/Employer 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 Bill 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 SECURITY & RETENTION MONEY**

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

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

The successful bidder shall submit a Performance Guarantee (PG) in the form of irrevocable bank guarantee on the proforma annexed as Annexure-IV from any Scheduled Bank for an amount of 3% (Five 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 5% (five percent) for the excess value over the original contract value should be deposited by the contractor.

Alternatively, the performance security 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 bidders, 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 bidder 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 security.

Failure of the successful tenderer to furnish the required performance security shall be a ground for the annulment of the award of the Contract.

**Retention Money:**

Retention money for all contracts shall be recovered from on account/ final bills of the Contractor @ 10% of gross value of each bill.

No interest shall be payable to the Contractor on the amount retained in cash towards retention money.

**Release of Performance Security:**

Performance Security shall be returned to the Contractor, subject to the issue of Completion Certificate by the Employer in accordance with clause 65 of these conditions. 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 Security 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 Employer 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 Employer 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 Employer.
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 Employer.

**Release of Retention Money:**

- i) The Retention Money shall be released to the Contractor after preparation of final bill and acceptance of the same by the Contractor and after the expiry of the defect liability period specified in the Contract, reckoned from the date on which the Employer shall have issued the Certificate of Completion comprising the whole of works. The retention money shall be released after all failures, defects, imperfections, shrinkages and faults have been rectified by the Contractor to the satisfaction of the Employer and Defect Liability certificate is issued by the Employer.
- ii) Release of 50% Retention Money against Bank Guarantee/FDR:
  - a) For contracts valuing less than Rs.30 Crores:

If requested by the contractor, 50% of the Retention Money may be released on satisfactory completion of works against submission of Bank Guarantee for an equivalent amount by the Contractor in the proforma annexed as Annexure-V 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 Employer can be submitted by the Contractor in lieu of the Bank Guarantee for release of 50% Retention Money.
  - b) For contracts valuing 30 Crores or more:

If requested by the contractor, 50% of the Retention Money may be released at a stage when full amount of retention money (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-V 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 Employer/Employer at his own cost as per the requirement. Employer/Employer 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 Employer/Employer. This will be subject to:-

Risk covered and voluntary excess selected by Employer/Employer.

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 Employer/Employer 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 Employer/Employer.

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 Employer 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 Employer/Employer 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 Employer/Employer. The Contractor shall, whenever, called upon, produce to the Employer 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 Employer/Employer 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 Employer/Employer 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 Employer in the insurance policies mentioned above, then in such cases, the Employer 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 Employer in this regard from the payment due to the Contractor or from the Contractor's Performance Security. However, the Contractor shall not be absolved from his responsibility and/or liability in this regard.

## 10) COMMUNICATION BETWEEN EMPLOYER/EMPLOYER AND CONTRACTOR

Instructions in writing

Instructions given by the Employer shall be in writing, provided that if for any reason the Employer 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 Employer, 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 Employer.

All certificates, notices, written orders or letters, to be given by the Employer or the Employer 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 Employer duly attached with scanned copy of such certificates, notices, written orders or letters and Proof of Dispatch (POD) with a copy to Employer 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 Employer and Employer**

All notices or letters to be given by the contractor to the Employer or to the Employer, 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 Employer duly attached with scanned copy of such notice (s) or letters and Proof of Dispatch (POD) with a copy to Employer 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 Employer and the Employer.

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

#### **Duties and Authority of Employer**

The Employer 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 Employer's Representative**

The Employer's Representative shall be responsible to the Employer. 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 Employer 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 Employer. 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 Employer.

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

The Contractor shall promptly inform in writing to the Employer 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 Employer/Employer/Client.

#### Contract Agreement:

The Contractor shall enter into and execute the Contract Agreement in the form of agreement (Annexure-VI) 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 Employer/Employer 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 Employer, Employer'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 clause 50.0.

### **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 Employer 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/Employer 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 Employer 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 Employer, misconducts himself or is incompetent or negligent in the proper performance of his duties or whose employment is otherwise considered by the Employer to be undesirable and such person shall not be employed again in the works without the written permission of the Employer. 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 Employer 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 Employer. 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 Employer 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 Employer

The Employer or the Employer'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 Employer, shall at once rectify such error, to the satisfaction of the Employer. The Contractor shall also provide all necessary assistance in the form of labour and materials to Employer 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 Employer'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 Employer, shall be prepared by the Contractor at his own cost and forwarded to the Employer 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 Employer 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/Employer/Employer 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 Employer 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 Employer, 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 Employer/Employer. The term drawings in this sub-clause also include the drawings prepared by the Contractor and approved by the Employer.

#### 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 Employer 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/Employer/Employer 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/Employer/Employer 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/Employer/Employer 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/Employer/Employer, 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/Employer/Employer 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 Employer/Client or any trespassers from whatever cause in connection with the works until these are taken over by Client/ Employer/ Employer. 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 Employer. 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 Employer 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 Employer, 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 Employer 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 Employer 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/Employer 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 Employer 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 thereunder, 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 Employer, 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 Employer'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 Employer 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/Employer/ Employer and their employees in respect thereof.

## **28) OCCUPATION AND USE OF LAND**

No land belonging to or in the possession of the Client/Employer/Employer shall be occupied by the Contractor without written permission of the Employer. 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 Client. The Contractor may be permitted by the Employer 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 Client and the Contractor shall duly preserve the same to the satisfaction of the Employer, and from time to time deliver the same to such person or persons, as the Client/Employer may appoint to receive the same.

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

The Contractor shall in accordance with the requirements of the Employer, cooperate with and afford all reasonable opportunities for carrying out the work by other Contractors engaged by the Client/Employer/Employer 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 Employer. 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 Employer, 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 Employer are necessary for carrying out the works. The Employer and the Employer'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 Employer 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) EMPLOYER'S MATERIALS**

#### **34.1 Materials to be supplied by the Employer**

After the acceptance of tender, the Contractor shall make request in writing to the Employer for the materials to be supplied by the Employer, 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 Employer'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 Employer 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 Employer shall not be taken back.

#### **34.4 Credit for returned materials**

Surplus materials returned by the Contractor in acceptable condition to the Employer shall be credited to the Contractor by the Employer.

#### **34.5 Accountable of the materials issued by the Employer 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 Employer. 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 Employer 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 Employer/Employer 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 Employer/Employer 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 Employer/Employer 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 Employer/Employer 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 Employer.

#### **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 as applicable in INDIA.

In accordance with the various Acts and Regulations with all upto 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 Employer because of any failure of the Contractor, such moneys shall be deemed to be moneys payable to the Employer by the Contractor and on failure of the Contractor to repay the Employer any moneys paid or to be paid as aforesaid within seven days after the same shall have been demanded, the Employer 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 Employer. The Employer 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 Employer and the Contractor deposits the full cost that the Employer 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 Employer or the Employer'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 Employer 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 Employer 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 Employer'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 Employer. The decision of the Employer 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 Employer/Client) during execution of works or Defect Liability Period. In case the Contractor is unable or unwilling to execute such repair works promptly, the Employer 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 Employer regarding reasons of the damage shall be final and binding.



#### **44) 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 Employer 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 Employer or site conditions actually encountered are such, that in the opinion of the Employer the magnitude of the work has increased materially, then such extension of the stipulated Delays not due to Employer/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 Client/Employer, 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 Employer is not due to the Contractor's failure or fault, and is beyond his control;

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

#### **49.5 Delays due to Employer/Employer.**

In the event of any failure or delay by the Employer/Employer 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 Employer 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 Employer 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 Employer 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 Employer, 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.

#### **49.8 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.

#### **45) 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 Employer 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 Employer to the effect that the said materials or works have been condemned or rejected, or
- j. fails to take steps to employ competent and/ or additional staff and labour, or
- k. fails to afford the Employer or his representative proper facilities for inspecting the works or any part thereof, or
- l. 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 Employer or the Employer, or to any person on their behalf, in relation to obtaining or execution of this or any other contract with the Employer, or
- m. suppresses or gives wrong information while submitting the tender.

In any such case the Employer on behalf of the Employer 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 Employer, the Employer shall be entitled after giving 48 hours notice in writing to terminate the contract, as a whole in terms of sub-clause no. 8.4(b) and 8.4(c).

**Entitlement of Employer/Employer:**

In cases described in sub-clause 50.1 (ii) above, the Employer/Employer shall be entitled to forfeit the Security Deposit and encash the Performance Security amount as a whole in terms of sub-clause no.: 8.4.

**46) 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 Employer/Employer 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 Employer/Employer shall be entitled to rescind the contract as to its incomplete part. In that event, the Employer/Employer 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 Employer'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 Employer/Employer, 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.

**47) 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 Employer/Employer 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 Employer/Employer unless and until the same are incorporated in a formal instrument and signed by the Employer/Employer and the Contractor.

**48) MODIFICATIONS TO WORK**

The Employer 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 Bill 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 Bill of Quantities shall be finalised as per clause 58 of these conditions.

#### **49) ACCEPTED RATE APPLICABLE TILL THE COMPLETION OF WORK**

The rates as per the accepted Bill 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.

#### **50) VARIATION IN QUANTITY OF ITEMS COVERED BY THE BILL OF QUANTITIES**

**50.1** The quantities of items shown in the Bill 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 Bill of Quantities.

**50.2** Such variations in quantities shall be paid for in the manner laid down below:

In case the variation in individual items goes beyond (+)25% in respect of the specialized nature of works like tunnelling works, Earthwork including rock blasting in hilly terrain for construction of access roads and the consequential works like protection works etc., where it is not possible to prepare fairly accurate estimate of quantities before award of the contract and it is not practical to bring a new agency for doing the increased quantity of work beyond (+)25% variation, 1% reduction in the accepted rate will be effected for payment to the Contractor beyond (+)25% variation and upto (+)50% variation.

In other works where it is generally possible to work out fairly accurate estimate before award of the contract, 2% reduction in the accepted rate will be effected beyond (+)25% variation and upto (+)50% variation.

In case the variation in individual items is more than (+)50%, the rate for the increased quantities beyond (+)50% shall be negotiated between the Employer and the Contractor. Provided further that for the quantities exceeding (+)50% of each item of Bill of Quantities, the Employer shall have a right to get these executed from any other agency or by his own labour, materials and resources.

Decrease in quantity of individual items up to (-)50% due to site conditions shall not form ground for revision of rates or claim on this account. Beyond (-)50% variation, rate shall be negotiated between the Employer and the Contractor.

The above limit of variation shall not be applicable for small value items and no negotiations for rates for such items shall be done. Small value items shall be those items whose sum, starting from the lowest value item, is up to 2% of the original contract value and shall be decided between the Employer and the Contractor.

As far as BOQ/SOR items are concerned, the limit of 25% would apply to the value of BOQ/SOR schedule as a whole and not on an individual BOQ/SOR items. However, in case of NS items, the limit of 25% would apply on the individual items irrespective of the manner of quoting the rate (single percentage rate or individual item rate).

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

**51.1** If any item of work not provided for in the accepted Bill of Quantities and required to be executed for completion of work, the Contractor on receipt of instructions from the Employer, shall be bound to carry out such items of work at the rates to be decided as per sub-clause 51.2 and 19.3.

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

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

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

Such a notice shall not however be necessary if the Employer 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 Employer to settle the rate as and when called for. The Contractor shall be bound to furnish the requisite details and to attend the meeting.

#### **51.5 Provisional payment for extra item**

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

**51.6** The decision of the Employer under this clause shall be final and binding.

### **52) 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 Client/ Employer against any claim of the Client/ Employer/ Employer or any other branch, office department or subsidiary of the client/ Employer/ Employer 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 client/ Employer/ Employer or any other branch, office, department or subsidiary of the client/ Employer/ Employer. It is agreed term of contract that the sum of money so withheld or retained under this clause by the client/ Employer/ Employer, 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.

### **53) 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 Employer, the Contractor has executed in terms of the contract. Such payments shall be made at intervals to be decided by the Employer 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 Employer. The amount certified shall account for all deductions, including statutory deductions as for sales tax, income tax, etc., recoveries for advances and any amounts due from the Contractor. Such payments made by the Employer shall not constitute any final acceptance of the measurements. In case of any discrepancy, the Employer shall have the right to alter, modify, reduce or diminish the quantities or classification entered in the Measurement Books. In such cases, the Employer 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 Employer immediately refund the amount to the Employer 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 Employer 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 Employer/ Employer 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 not arised as per the format approved by the Employer. 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 Employer'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 Employer 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 Employer 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 Employer 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 Employer 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 Employer regarding exceptional circumstances and payments to be made to the suppliers, sub-contractors and petty contractors under the clause Nos. 62.3, 62.4 and 62.5 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 security. The Employer shall also be entitled to withhold payment under the above sub-clauses in case the Contractor fails to get himself registered under sales tax/labour laws or fails to fulfil his obligation under the contract.

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

### **54.1 MODE OF PAYMENT:**

**54.1.1** 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.

**54.1.2** 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.

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

### **54.2 Tax deduction at source**

Income tax and Works tax shall be deducted from the payments credited/released by Employer/Employer 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 Employer/Employer. The Employer/Employer 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 Employer registration No. under works tax and PAN(for TDS), as applicable.

## **55) 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 Employer, and the Employer, 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 Employer. If the Employer 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

Employer 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 Employer the work has been satisfactorily completed and has satisfactorily passed final test or tests that may be prescribed, the Employer 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 Employer 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/Employer/Employer. 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 Employer 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 Employer 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 Security amount or from any money payable to the Contractor by the Employer/Employer, under any other contract.

## **56) POST PAYMENT AUDIT**

It is an agreed term of the contract that the Employer 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 Employer or may be adjusted against any dues of the Contractor. If any under payment is discovered, the same shall be paid by the Employer to the Contractor. Such payments or recoveries, however, shall not carry any interest.

## **57) DEFECT LIABILITY CERTIFICATE**

**57.1** 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 Employer.

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 Employer during Defect Liability Period. However, maintenance during Defect Liability Period shall not include day to day upkeep, cleaning, custody and security of the work.

**57.2** The contract shall not be considered as completed, until a Defect Liability Certificate has been issued by the Employer stating that the works have been completed and maintained to his satisfaction. Defect Liability certificate shall be issued by the Employer, 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 Employer.

**57.3** 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.

## **58) UNFULFILLED OBLIGATIONS**

Notwithstanding the issue of Defect Liability Certificate, the Contractor and the Employer 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.

## **59) PRODUCTION OF VOUCHERS**

**59.1** The Contractor, whenever required, shall produce for examination by the Employer, 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 Employer’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 Employer shall have power to secure the books of such sub-Contractor, through the Contractor, and shall have power to examine and inspect the same.

## **60) FORCE MAJEURE**

**60.1** If, at any time during the currency of the contract, the performance of any obligation (in whole or in part) by the Employer 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 Employer shall be final and binding.
  - e. Works that have already been measured shall be paid for by the Employer 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 Employer/Employer.
  - 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 Employer 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 Employer.
- 60.2** 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.

## **61) CLAIMS**

### **61.1** Monthly Statement of Claims:

The contractor shall prepare and furnish to the Employer 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 Employer 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'.

### **61.2** 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.

## **62) 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, 51.0, 59.0, 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 Employer thereon, shall be final and binding on the contractor; provided further that 'excepted matters' shall stand specifically excluded from the purview of this clause.

### **62.1** Mutual Settlement

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

### **62.2** Conciliation/Arbitration

- 62.2.1** 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.

**62.2.2** 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 Employer 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 Employer 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.

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

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

**62.2.3 (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.

**62.2.3 (c)** The Employer 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.

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

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

**62.2.4** 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.

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

**62.3** No suspension of work

The Obligations of the Employer, the Employer 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.

**62.4(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 Employer within 60 days from the day when a written and valid demand for arbitration is received by the Employer.

**62.4(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 Employer 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 Employer. 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 Employer. The Managing Director shall appoint at least one out of them as the contractor's nominee and will, also simultaneously appoint the balance number of arbitrators either from the panel or from outside the panel, duly indicating the 'presiding arbitrator' from amongst the 3 arbitrators so appointed. The Managing Director shall complete this exercise of appointing the Arbitral Tribunal within 30 days from the receipt of the names of contractor's nominees. While nominating the arbitrator sit will be necessary to ensure that one of them is from the Accounts Department. An officer of AGM rank of the Accounts Department shall be considered of equal status to the GM of the other departments of HRIDC for the purpose of appointment of arbitrator.



- 62.4(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 20 years' service. He should be clear from the vigilance angle and should be a person with reputation of high technical/ commercial ability and integrity. Also, he should not have associated with the contract to which the dispute pertains.
- 62.4(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).
- 62.4(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.
- 62.4(a) (vi)** While appointing arbitrator(s) under sub clause 73.4(a)(i), 73.4(a)(ii) and
- 62.4(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.
- 62.4(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.
- 62.4(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.
- 62.4(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.
- 62.5** 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.
- 62.6** 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.
- 62.7** 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 Employer 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 Employer from time to time irrespective of the fact whether the arbitrator(s) is/are appointed by the Employer or by the court of law unless specifically directed by Hon'ble court otherwise on the matter.
- 62.8** 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.
- 62.9** The Conciliation and/or Arbitration proceedings shall be governed by the provisions of the Indian Arbitration and Conciliation Act 1996 or any statutory modification or re-enactment thereof and the rules made thereunder and for the time being in force.
- 62.10** The language of proceedings, documents or communications shall be in English and the award shall be made in English in writing.
- 62.11** 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.
- 62.12** 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.
- 62.13** JURISDICTION OF COURTS:  
Jurisdiction of courts for dispute resolution shall be Chandigarh/Panchkula.

**FORM 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, acting through Managing Director (hereinafter called “the Employer/Employer”) of the one part and \_\_\_\_\_ (name and address of the Contractor) (hereinafter called “the Contractor”) of the other part.

WHEREAS the Employer is desirous that certain works should be executed by the Contractor viz. Contract No. \_\_\_\_\_ (hereinafter called “the Works”, and has accepted a Bid by the Contractor 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:

- i.** Letter of Acceptance of Tender
- ii.** Notice Inviting Tender
- iii.** Instructions to the Tenderers
- iv.** Appendix to Tender
- v.** Form of Bid
- vi.** Special Conditions of the Contract
- vii.** General Conditions of Contract
- viii.** Technical Specifications
- ix.** Bill of Quantities

In consideration of the payments to be made by the Employer to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Employer to 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 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:
<b>1.</b>		<b>1.</b>
<b>2.</b>		<b>2.</b>

Name and address of the witnesses to be indicated.

**PERFORMANCE BANK GURANTEE (UNCONDITIONAL)**

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 stipulated by you in the said Contract that the contractor shall furnish you with a Bank Guarantee by any Scheduled Bank 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, 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 there under 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 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:		

**BANK GURANTEE FOR RELEASE OF 50% OF RETENTION MONEY**

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”)hasundertaken,inpursuanceofContractNo.\_\_\_\_\_dated\_\_\_\_\_toexecute \_\_\_\_\_ [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:		
	Date:		