

# HARYANA RAIL INFRASTRUCTURE DEVELOPMENT CORPORATION LIMITED



## TENDER DOCUMENT

(Online e-tender)

Tender No: HRIDC/VEH/DIR/238/2021/23

**Name of Work: Hiring of 1 No. AC vehicle i.e. Innova Crysta on monthly basis for the use of HRIDC officer at Gurugram.**

**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://etendershry.nic.in>

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

(TOP SHEET)

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

<b>DESCRIPTION</b>	<b>PARTICULARS OF TENDER</b>
Mode of Tender	Online E-tender
Tender Notice No.	HRIDC/VEH/DIR/238/2021
Full name of work	Hiring of 1 No. AC vehicle i.e. Innova Crysta on monthly basis for the use of HRIDC officer at Gurugram.
Approx. cost	<b>Rs. 17.32 Lakhs</b>
Earnest money amount	NIL
Tender document cost	Rs. 1,000/-
E- service fees	Rs. 1,000/- + GST
Completion period	<b>24 (Twenty Four) months</b>
Availability of tender document on e-procurement portal of Haryana Govt.	Tender documents will be available on e-procurement portal Haryana Government i.e. <a href="https://etenders.hry.nic.in">https://etenders.hry.nic.in</a> From 10.08.2021 at 17:00 Hrs to 01.09.2021 upto 15:00 hrs.
Last date & Time to upload the tender Documents	01.09.2021 upto 15:00 Hrs
Date & Time of Opening of Tender	01.09.2021 at 15:30 Hrs

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

**1. NOTICE FOR INVITATION OF TENDER(NIT)**

Tender No. HRIDC/VEH/DIR/238/2021/23

Date: 10.08.2021

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

1.2. **Name of Work:** Hiring of 1 No. AC vehicles i.e. Innova Crysta on monthly basis for the use of HRIDC officer at Gurugram.

**1.3. Details of NIT:**

a)	Estimated Cost of Work	Rs. 17.32 lakhs
b)	Earnest Money Deposit (EMD) and E- Service fees.	1. Amount of EMD: NIL 2. Amount of e- service fees Rs. 1000/- + GST (Non-refundable) Note: The online payment of e-Service fees and Tender document cost are essential. No other mode of payments are acceptable.
c)	Cost of Tender Document	Rs. 1,000/- (Non-refundable).
d)	Completion period	24 (Twenty Four) months.
e)	Availability of tender Document	From 10.08.2021 to 01.09.2021 (up to 1500 hrs.) on e-procurement portal of Haryana Govt.
f)	Date and time of submission of Online e-Tender on the e procurement portal of Haryana Govt.	Tender submission start date: 23.08.2021 from 11:00 hrs. Tender submission end date: 01.09.2021 upto 15:00 hrs.
g)	Date & Time of opening of e-Tender	01.09.2021 at 15:30 Hrs.
h)	E-tender portal for Uploading of tender Documents, Corrigendum/ Addendum, Award of Work etc.	<a href="https://etenders.hry.nic.in">https://etenders.hry.nic.in</a>

1.4. Tenderer/s are advised to note the eligibility and minimum qualifying criteria specified in the “Instruction to tenderer/s” stipulated in the Tender document.

1.5. Availability of Tender documents: The tender documents and Addendum/Corrigendum (if any) will be available free of cost for downloading on e-procurement portal of Haryana Govt. as mentioned in clause 1.2 of NIT (Details of NIT). However, it will be the responsibility of the tenderer/s to download complete tender documents and to check and see issuance of addendum / corrigendum (if any). The addendum / corrigendum, if any, shall be made available only on the e- procurement portal of Haryana Govt.

1.6. deleted

1.7. For MSEs / Startup business, e-tenders must be accompanied with the details as stipulated in the tender document. Such tenderer/s shall also upload the scanned copies of these details in their online tender before the last date and time mentioned therein.

1.8. **Last Date of Receipt and opening of Tenders:** Tender submissions shall be done online on e- procurement portal of Haryana Govt. as mentioned in clause 1.2 of NIT. Tenderer/s to take note of uploading the mandatory scanned documents as stated in the tender document. Submission of tender shall be closed automatically after the last date and time on e-procurement portal of Haryana Govt. after which no tender document can be uploaded.

**1.9. General Instructions on e-tendering.**

1.9.1. Tender shall be valid for a period of 90 days from date of opening of tender including Addenda/ Corrigendum issued if any.

1.9.2. HRIDC reserves the right to accept or reject any or all tenders any time without assigning any reasons. No tenderer/s shall have any cause of action or claim against the HRIDC for rejection of tender/s.

1.9.3. Tenderer/s are advised to keep in touch with e-procurement portal of Haryana Govt. for any updates.

1.9.4. The payment Tender Document Fees and e-Service Fee shall be made by eligible tenderer/s online directly through net banking or payment Gateway, please refer to 'Online Payment Guideline' available at the Single e-Procurement portal of GoH (Govt. of Haryana) and also mentioned under the Tender Document.

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

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

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

1.9.8. The interested tenderer/s are requested to go through 'Annexure: Instructions Regarding Electronic e-Tendering System'.

## **2. INSTRUCTIONS TO TENDERER/S (ITT)**

### **2.1. Scope of Tenders**

2.1.1. In connection with the Invitation for tenders indicated in the Tender Data Sheet (TDS), Employer, hereinafter referred to as the 'HRIDC', issues these tender Documents for execution of work as specified in tender Requirements. The name, identification, number of contract(s) are provided in the Tender Data Sheet and NIT.

2.1.2. Throughout these Tender Documents:

- a) the term "in writing" means communicated in written form and delivered against receipt;
- b) except where the context requires otherwise, words indicating the singular also include the plural and words indicating the plural also include the singular; and
- c) "day" means a calendar day.
- d) "week" means a period of seven days.

### **2.2. Source of funds**

2.2.1. The required funds have been sourced by HRIDC, unless otherwise specified in the TDS.

### **2.3. Corrupt Practices**

2.3.1. The HRIDC requires that tenderer/s, suppliers, and contractors observe the highest standard of ethics during the execution of such contracts. In pursuance of this policy, the HRIDC:

- a) defines, for the purposes of this provision, the terms set forth below as follows:
  - i. "corrupt practice" means offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of any tenderer/s in the tender process or the execution of a contract;
  - ii. "fraudulent practice" means a misrepresentation or omission of facts in order to influence a Hiring process or the execution of a contract;
  - iii. "collusive practice" means a scheme or arrangement between two or more tenderer/s, with or without the knowledge of the HRIDC, designed to influence the action of any tenderer/s in a tender process or the execution of a contract;
  - iv. "coercive practice" means harming or threatening to harm, directly or indirectly, persons, or their property to influence their participation in a

tender process, or affect the execution of a contract;

- a. has the right to reject the tender for award if it determines that the tenderer/s recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract; and
- b. will sanction a tenderer/s or its successor, including declaring ineligible, either indefinitely or for a stated period of time, to participate in HRIDC's activities, if it at anytime determines that the tenderer has, directly or through an agent, engaged in corrupt, fraudulent, collusive, or coercive practices in competing for, or in executing a contract of the HRIDC.
- c. In case it is found during the evaluation or at any time before signing of the Agreement or after its execution and during the period of subsistence thereof, that the tenderer has made material misrepresentation or has given any materially incorrect or false information, the tenderer may be:
  - v. Disqualified and banned for further business dealings for a period of 05 years with the HRIDC forthwith if not yet appointed as the tenderer either by issue of Letter of Acceptance or entering into of the Agreement. In such event, HRIDC shall forfeit the Security Deposit, without prejudice to any other right or remedy that may be available to the HRIDC.
  - vi. And if the tenderer/s has already been issued the Letter of Acceptance or has entered into the Agreement, as the case may be, the same shall, notwithstanding anything to the contrary contained therein or in this contract agreement, be banned for further business dealings with the HRIDC for a period of five years, by a communication in writing by the HRIDC to the contractor/s, without the HRIDC being liable in any manner whatsoever, as the case may be. Further the Contract may be terminated and the decision of HRIDC in this regard shall be final and binding on the contractor/s. In case the contract is terminated, HRIDC shall forfeit and appropriate the Performance Security/ Guarantee payable to the HRIDC, without prejudice to any other right or remedy that may be available to the HRIDC.

## **2.4. Eligible Tenderer/s**

2.4.1. A tenderer/s may be a natural person, private entity or Government-owned entity. The tenderer/s must ensure the following:

- a) In case of Single Entity:
  - i. Submit Power of Attorney (As per Form EL-1.2) authorizing the signatory of the tender to commit the tenderer/s.
  - ii. Tenderer/s shall also furnish Form EL-1.1 and documents required therein with their technical submission.

- b) In case of Joint Venture: Joint Ventures and Consortiums are not allowed.
- c) deleted.

2.4.2. The tenderer/s or any of its constituents shall not have conflict of interest. All tenderer/s found to have a conflict of interest shall be disqualified. A tenderer/s shall be considered to be in a conflict of interest with one or more parties in this tendering process, if, including but not limited to:

- a) they have controlling shareholders in common; or
- b) they receive or have received any direct or indirect subsidy from any of them; or
- c) they have the same legal representative for purposes of this tender; or
- d) they have a business relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the tender of another tenderer/s, or
- e) a tenderer/s cannot participate as a single entity or as a partner in more than one tender for a package in this tendering process. Participation by a tenderer/s in more than one tender will result in the disqualification of all tender/s in which the partner is involved. Also, a tenderer/s cannot be a sub- contractor to another tenderer/s.

**2.4.3. The tenderer/s shall be disqualified if:**

- a) In the last five years there has been a written directive by Ministry of Railways or any of its attached/ subordinate offices or HRIDC or any state rail JV promoted by Ministry of Railways or Haryana State Govt or any of its attached/ subordinate offices, blacklisting the tenderer/s against providing such professional services as mentioned in the tender.
- b) In the last two years the tenderer/s has failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the tenderer/s, or the tenderer/s has been expelled from any project or contract or have had any contract terminated for breach on part of the tenderer/s as evidenced by any court decree or arbitral award against the tenderer/s to such effect.
- c) The tenderer/s or any of its constituents has suffered bankruptcy/ insolvency or it is in the process of winding-up or there is a case of insolvency pending before any Court on the deadline of submission of tenders or thereafter till finalization of tenderer/s.
- d) The Tenderer/s is found ineligible by the HRIDC, in accordance with clause 2.4 of ITT.
- e) The tenderer/s or its constituent(s) has been declared by Ministry of Railways or any of its attached/ subordinate offices or HRIDC or any state rail JV promoted by Ministry of Railways in India to be a poor performer and the period of poor performance is still in force on the deadline for submission of tenders.

2.4.4. The tenderer/s shall submit an affidavit stating that they are not liable to be disqualified as per this sub clause (using Form PS-2, given in Section: Tender Forms) along with the tender submission.

2.4.5. Tenderer/s shall immediately inform the HRIDC in case they cease to fulfill eligibility in terms of Evaluation and Qualification Criteria para 4.2 & 4.3. In



case the tenderer/s fails to inform the HRIDC or submits a false affidavit, the HRIDC has the right to reject his tender and forfeit his tender security deposit.

## **2.5. Sections of Tender Document**

2.5.1. The tender Document consists of Sections indicated below and should be read in conjunction with any Addenda/Corrigenda issued in accordance with ITT clause 2.4.

- Instructions to Tenderer/s(ITT)
- Tender Data Sheet(TDS)
- Evaluation and Qualification Criteria(EQC)
- Tender Forms (TF)
- General Conditions of Contract(GCC)
- Special Conditions of Contract(SCC)
- Contract Forms(CF)
- Scope of Work
- Reference Documents (If any):
- Financial Bid

2.5.2. The Notice for Invitation of tender issued by the HRIDC shall be part of the Tender Document.

2.5.3. The HRIDC is not responsible for the completeness of the tender Document and their Addenda/Corrigenda, if they were not obtained directly from the source stated by the HRIDC in the clause 1.2 of NIT (Notice for Invitation for tender).

2.5.4. The Tenderer is expected to examine all instructions, forms, terms, and specifications in the Bidding Document. Failure to furnish all information or documentation required by the Bidding Document may result in the rejection of the tender.

**2.6. Clarification of tender Document:**

2.6.1. No clarifications are desirable being the document is self-explanatory.

**2.7. Amendment of Tender Document**

2.7.1. At any time prior to the deadline for submission of tender, the HRIDC may amend the tender document by issuing addenda/ corrigendum.

2.7.2. Any corrigendum/ addendum issued shall be part of the tender document and shall be made available only on the e-procurement portal of Haryana Govt. as mentioned in clause 1.2 of NIT.

2.7.3. To give prospective tenderer/s reasonable time in which to take an addendum into account in preparing their tender, the HRIDC may, at its discretion, extend the deadline for the submission of tender.

**2.8. Cost of Tendering**

2.8.1. The tenderer/s shall bear all costs associated with the preparation and submission of its tender, and the HRIDC shall not be responsible or liable for those costs, regardless of the conduct or outcome of the tendering process.

**2.9. Language of Tender**

2.9.1. The tender, as well as all correspondence and documents relating to the tender exchanged by the tenderer/s and the HRIDC, shall be written in English. Supporting documents and printed literature that are part of the tender may be in another language provided they are accompanied by an accurate and authenticated translation of the relevant passages in English in which case, for the purposes of interpretation of the tender, such translation shall govern. In case the documents are in foreign language or Indian Language other than English, a translation of the same by an authorized translator shall be submitted.

**2.10. Documents comprising the Tender:**

2.10.1. The Tenderer/s shall submit their online e-tender on e-procurement portal of Haryana Govt. as mentioned in clause 1.2 of NIT.

2.10.2. Tenderer/s has to submit tender cost, e- service fees in the proper format as provided on e-procurement portal or upload the relevant details for MSEs / Startup business along with the tender prior to closing of tender submissions.

2.10.3. The tenders shall be opened online at the latest date and time specified in clause 1.2 of NIT. The Tender shall be evaluated by the HRIDC in accordance with the stipulated Evaluation and Qualification criteria. No amendments or changes to the tender would be permitted after the opening. If tender do not conform to the specified requirements, the HRIDC has the right to reject such tender and the contract shall be awarded to the other tenderer/s in accordance with the criteria for evaluation.

2.10.4. Deleted.

2.10.5. The tender shall contain the following:

- a. Rates in accordance with ITT2.12.
- b. deleted.
- c. Written confirmation authorizing the signatory of the tender to commit the tender, in accordance with ITT Clause2.17.2.
- d. Documentary evidence in accordance with ITT Clause 2.14 establishing the tenderer/s qualifications to perform the contract; and
- e. Any other document required in the TDS.
- f. Form –UT -Undertaking regarding downloaded tender document.

2.10.6. The financial Schedule is provided in the online e-procurement portal of Haryana Govt. and Only one single percentage above/below/at par the on total estimated value for the tender shall be quoted by the tenderer and any tenderer quoting rates other than single percentage shall be summarily rejected. **The rates/ percentage shall not be offered/ quoted elsewhere in the tender document uploaded on portal.** These prices should include all costs associated with the contract. The tenderer shall complete the offer in accordance with the instructions given in the tender. Alternative technical solution will not be permitted

## 2.11. Tender Documents and Financial offer

2.11.1. The tenderer/s using the appropriate formats available on e- procurement portal must be completed without any alterations, no substitutes shall be accepted. All blank spaces shall be filled up with the desired information. Alternative tender and time for completion will not be permitted.

## 2.12. Rates and Discounts

2.12.1. The prices quoted by the tenderer/s in the financial schedule shall confirm to the requirements specified below:-

2.12.2. In the financial schedule, quantity, unit and rates against each item have been indicated. **Only one single percentage above/below/at par the on total estimated value for the tender shall be quoted by the tenderer and any tenderer quoting rates other than single percentage shall be summarily rejected. The tenderer/s quoting any Special conditions other than discounts will not be considered and conditional offer is liable to be rejected.**

2.12.3. **Rates and Cost quoted by the tenderer/s shall be inclusive of all duties, taxes, GST, royalties etc. complete and no any other charges/taxes shall be admissible/ paid to contractor except mentioned in the tender schedule. Contractor has to submit GST invoice along with each monthly payments/Bill and also responsible for deposit and filing Goods and Services Tax (GST) returns in time with GST Department. HRIDC will not**

**be responsible for any penalty, claims imposed/ raised by concerned State Govt. and Central Govt. On the request of HRIDC, contractor has to provide documentary evidence towards payment of GST. The Final bill/single bill payment shall be released on the undertaking of the contractor/s that GST returns have been filled with the concerned department for earlier released payment by HRIDC. GST returns for final payment will also be submitted in time by contractor/s. Contractor/s shall be responsible for payment of GST as per rules and regulations.**

**2.13. Documents Comprising the tender:**

- 2.13.1. The tenderer/s shall furnish a binding document for deployment of required vehicles/ equipment and Drivers/ personnel etc. as stipulated Schedule.
- 2.13.2. Tenderer/s should note that for non-submission of the required documents, the HRIDC has the right to reject his offer.

**2.14. Documents Establishing the Qualifications of Tender**

- 2.14.1. To establish its qualifications to perform the Contract in accordance with Section: Evaluation and Qualification Criteria and single packet system, the tenderer/s shall submit Technical and financial details / information as requested in the corresponding information sheets included in Section: Tender Forms.
- 2.14.2. Domestic tenderer/s, individually applying for eligibility for domestic preference shall supply all information required to satisfy the criteria for eligibility as described in ITT 2.30.

**2.15. Period of Validity of Tender/offer**

- 2.15.1. The tender shall remain valid for a period identified in Para 1.8 of NIT. A tender valid for a shorter period may be rejected by the HRIDC as non-responsive.
- 2.15.2. deleted

**2.16. deleted**

**2.17. Format and Signing of tender**

- 2.17.1. The tenderer/s shall submit their tender online on e-procurement portal of Govt. of Haryana as mentioned in clause 1.2 of NIT.
- 2.17.2. The tender shall be submitted online and tenderer/s shall upload his tender on e-procurement portal of Haryana Govt. as mentioned in clause 1.2 of NIT using class-III digital signature of the authorized signatory having notarized Power of Attorney (POA).

**2.18. Uploading of tenders:**

- 2.18.1. Tenderer/s shall upload their tender online on e- procurement portal of Haryana Govt. within the stipulated date and time as mentioned in clause 1.2 of NIT (Notice for Invitation of Tender). The tenderer/s shall ensure that they had received receipt/ acknowledgement of their tender submission which is generated by the system itself on successful submission of tender online
- 2.18.2. Relevant details of MSEs / Startup business shall also be scanned and uploaded as mentioned under clause 1.2 of NIT within the deadline provided in clause 1.2 of NIT. It shall be the responsibility of the tenderer/s to ensure uploading of required documents for submission of tender successfully.
- 2.18.3. The HRIDC may, at his discretion, extend the deadline for submission of tender by issuing a corrigendum/addendum, in which case all rights and obligations of the HRIDC and the tenderer/s previously subject to the original deadline will thereafter be subject to the deadline as extended.
- 2.18.4. Tender sent telegraphically or through other means of transmission except as mentioned in clause 2.17.1 of ITT shall be treated as invalid and shall stand rejected.

#### **2.19. Deadline for Submission of tender**

- 2.19.1. It shall be the responsibility of the tenderer/s to ensure that his tender is submitted online on e-procurement portal of Govt. of Haryana as mentioned in clause 1.2 of NIT before the deadline of tender submission. HRIDC will not be responsible for any delay, internet connection failure or any error in uploading of tender. The tenderer/s are advised to upload their documents well before the due date and time of submission of tender to avoid any problem and last- minute rush.
- 2.19.2. The HRIDC may, at its discretion, extend the deadline for the submission of tender by amending the tender Document in accordance with ITT 2.4, in which case all rights and obligations of the HRIDC and tenderer/s previously subject to the deadline shall thereafter be subject to the deadline as extended.

#### **2.20. Late tenders**

- 2.20.1. Submission of tender shall be closed on e-procurement portal of Haryana Govt. at the date & time of submission prescribed in clause 1.2 of NIT after which no tender can be uploaded. However, HRIDC shall not consider any tender submitted after the deadline.
- 2.20.2. Withdrawal, Substitution, and Modification of tenders
- 2.20.3. The tenderer/s may withdraw, substitute, or modify its offer prior to deadline of the tender submission as mentioned in clause 1.2 of NIT.
- 2.20.4. Tenderer/s requested to be withdrawn in accordance with ITT 2.20.2 shall not be allowed to be resubmitted.

2.20.5. No tender may be withdrawn, substituted, or modified in the interval between the deadline for submission of tender and the expiration of the period of offer validity or any extension thereof, if any.

## 2.21. Opening of Tender

**The proposed online e-tender is invited as a single packet, hence technical and financial offer shall be opened on the date & time of opening of tenders.**

2.21.1. The HRIDC shall conduct the electronic opening of tender on e-procurement portal of Haryana Govt. as per the schedule date and time. The opening of the tender and subsequent details can be viewed by the tenderer/s by logging on the e-procurement portal of Govt. of Haryana.

2.21.2. Opening of tender shall be online and the following read out and recorded:

- a. the name of the Tenderer;
  - b. the submission of a tender Relevant details of MSEs / Startup business, if required; and
  - c. any other details as the HRIDC may consider appropriate.
- Only e-tender received on the online e-procurement portal shall be considered for evaluation.

2.21.3. The HRIDC shall conduct the electronic opening of tenders, Technical & Financial offers will be opened at a time & date fixed for opening in case of single tender. In case of Two packet system Financial bids shall be opened later on date decided by HRIDC and to be informed technically suitable tenderer/s on e-procurement portal of Haryana Govt. The opening of the financial offers and subsequent details can be viewed by the tenderer/s by logging on the e-procurement portal /bidding portal of Haryana Govt.

2.21.4. The Financial bids shall be opened and the following read out and recorded:

- a) the name of the tenderer/s
- b) the Tender cost/Price(s).
- c) any other details as the HRIDC may consider appropriate.

2.21.5. The HRIDC shall prepare a record of the opening of Financial offers that shall include, as a minimum: the name of the tenderer/s and the offered cost. The tenderer/s representatives who are present shall be requested to sign the record available with the HRIDC. The omission of a tenderer/s signature on the record shall not in validate the contents and effect of the record.

## **2.22. Confidentiality**

- 2.22.1. Information relating to the examination, evaluation & comparison, pre-qualification of offers and recommendation of contract award, shall not be disclosed to tenderer/s or any other persons not officially concerned with such process until the contract is awarded.
- 2.22.2. Any attempt by a tenderer/s to influence the HRIDC in the examination, evaluation and comparison of the tenders or decisions of contract award shall result in the rejection of its tender.
- 2.22.3. Notwithstanding ITT Sub-Clause 2.22.2, from the time of opening the tender to the time of contract award, if any tenderer/s wishes to contact the HRIDC on any matter related to the tendering process, it should do so in writing.

## **2.23. Clarification of Tenders**

- 2.23.1. To assist in the examination, evaluation and comparison of the tenders, the HRIDC may, at its discretion, ask any tenderer/s for a clarification of its offer. Any clarification submitted by a tenderer/s that is not in response to a request by the HRIDC shall not be considered. The HRIDC's request for clarification and the response shall be in writing and delivered to concerned tenderer/s through e-Procurement portal. The due date and time to response these queries will also be communicated. No change in the prices or substance of the tenders shall be sought, offered, or permitted, except to confirm the correction of errors discovered by the HRIDC in the evaluation of the tender, in accordance with ITT Clause 2.28.
- 2.23.2. The tenderer/s shall respond to the queries on e- procurement portal. If a tenderer/s request for clarification, their tender shall be evaluated as per the available information in the submitted online e-tender.

## **2.24. Deviations, Reservations, and Omissions**

- 2.24.1. During the evaluation of tenders, the following definitions apply:
  - (a) "Deviation" is a departure from the requirements specified in the tender document;
  - (b) "Reservation" is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the Bidding Document; and
  - (c) "Omission" is the failure to submit part or all of the information or documentation required in the tender Document.

## **2.25. Determination of Responsiveness**

- 2.25.1. The HRIDC's determination of a tender's responsiveness is to be based on the contents of the tender itself, as defined in ITT 2.10.
- 2.25.2. A substantially responsive tender is one that meets the requirements of the tender Document without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that,
  - (a) if accepted, would:
    - i. affect in any substantial way the scope, quality, or performance of the Works specified in the Contract; or

- ii. limit in any substantial way, inconsistent with the tender document, the HRIDC's rights or the tenderer/s obligations under the proposed Contract; or
- (b) if rectified, would unfairly affect the competitive position of other tenderer/s presenting substantially responsive tenders.

2.25.3. The HRIDC shall examine the technical aspects of the offer submitted in accordance with ITT 2.13, tender, in particular, to confirm that all requirements of HRIDC have been met without any material deviation or reservation.

2.25.4. The evaluation of the tenders shall be done in accordance with the Evaluation and Qualification Criteria described in Section: Evaluation and Qualification Criteria.

2.25.5. If a tender is not substantially responsive to the requirements of the tender document, it shall be rejected by the HRIDC and shall not subsequently be made responsive by correction of the material deviation, reservation, or omission.

#### **2.26. Nonconformities, Errors, and Omissions**

2.26.1. Provided that a tender is substantially responsive, the HRIDC may waive any non-conformities in the tender that do not constitute a material deviation, reservation or omission.

2.26.2. Provided that a tender is substantially responsive, the HRIDC may request the tenderer/s to submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities in the tender related to documentation requirements. Requesting information or documentation on such nonconformities shall not be related to any aspect of the price of the tender. Failing which tenders shall be evaluated based on the information available in the submitted tenders.

#### **2.27. Qualification of the Tenderer/s**

2.27.1. The HRIDC shall determine to its satisfaction during the evaluation of tenders whether tenderer/s are qualified to perform the Contract satisfactorily.

2.27.2. The determination shall be based upon an examination of the documentary evidence of the tender's qualifications submitted by the tenderer/s, pursuant to ITT Clause 2.14, to clarifications in accordance with ITT Clause 2.23 and the qualification criteria indicated in Section: Evaluation and Qualification Criteria. Factors not included in Section: Evaluation and Qualification Criteria shall not be used in the evaluation of the tenderer/ qualification.

#### **2.28. Correction of Arithmetical Errors and Omissions in tender and Evaluation of Tender Cost**

2.28.1. Provided that the tender is substantially responsive, the HRIDC shall correct



arithmetical errors and omissions in the tender and then arrive at the Evaluated tender cost. The only single percentage rates have to be quoted by the tenderer/s, and total tender cost shall be worked out on the above/below/at par the NIT value.

- 2.28.2. If the tenderer/s, who has submitted the lowest evaluated tender, does not accept the correction of errors and omissions as per above provisions, its tender shall be disqualified.

### **2.29. Conversion to Single Currency**

- 2.29.1. For evaluation and comparison purposes the currencies of the tender shall be Indian Rupees.

### **2.30. Purchase Preference**

- 2.30.1. Unless otherwise specified in the TDS the Purchase Preference shall not apply.

### **2.31. Evaluation of tenders**

- 2.31.1. The HRIDC shall evaluate each offer of the tenderer/s who fulfill all the elements of minimum eligibility criteria as stipulated in section: Evaluation and Qualification Criteria. The criteria and methodologies listed in this section. No other evaluation criteria or methodologies shall be permitted.

- 2.31.2. To evaluate the offer of a tenderer/s, the HRIDC shall consider the following:

(a) Price adjustment for correction of arithmetic errors and omissions in the tender in accordance with tender document.

- 2.31.3. The estimated effect of the price adjustment provisions of the Conditions of Contract, applied over the period of execution of the Contract, shall not be taken into account in tender evaluation.

- 2.31.4. HRIDC reserve Right to Accept any tender, and to Reject any or all tenders.

- 2.31.5. The HRIDC reserves the right to accept or reject any tender, and to annul the tendering process and reject all tenders at any time prior to contract award, without thereby incurring any liability to tenderer/s.

### **2.32. Award Criteria**

- 2.32.1. Negotiations with the tenderer/s being considered for the award of work. The lowest tender found successful in accordance with the Section: Evaluation and Qualification criteria, shall be invited for negotiation, if any.

- 2.32.2. The HRIDC shall award the Contract to the tenderer/s whose tender is substantially responsive, provided further that the tenderer/s is determined to be qualified to perform the Contract satisfactorily and whose offer has been determined to be the eligible offer in accordance with the criteria stipulated in section: Evaluation and Qualification Criteria.

2.32.3. The HRIDC has the right to review at any time prior to award of contract that the qualification criteria as specified in Section: Evaluation and Qualification Criteria are still being met by the tenderer/s whose offer is under consideration for the award of work. A tender shall be rejected if the qualification criteria as specified in Section: Evaluation and Qualification Criteria are no longer met by the tenderer/s whose offer is under consideration for the award of work. In this event the HRIDC shall proceed to the next eligible tenderer/s in the ranking to make a similar reassessment of that tenderer/s capabilities to perform satisfactorily.

### **2.33. Notification of Award**

2.33.1. Prior to the expiration of the period of tender validity or extended period, if any, the HRIDC shall notify the successful tenderer/s, in writing, that the tender has been accepted. Such notification (hereinafter and in the Conditions of Contract called the “Letter of Acceptance”) shall specify the sum that the HRIDC will pay to the contractor in consideration of the execution and completion of the Works (hereinafter and in the Conditions of Contract called “the Contract Price”) and the requirement for the contractor to remedy any defects therein as prescribed by the Contract.

2.33.2. Until a formal contract is prepared and executed, the notification of award shall constitute a binding Contract.

### **2.34. Performance Guarantee**

2.34.1. The successful contractor shall furnish the performance Guarantee@ 3% of awarded contract value within 30 days from the date of issue of Acceptance letter. Extension of time for submission of PG beyond 30 days may be given by the competent authority with a penal interest of 15% per annum for the delay beyond 30 days from the date of issue of LOA. The contract agreement shall be signed after submission and acceptance of PG. Payment of executed works shall be paid after execution of contract agreement. The PG shall be initially valid for entire completion period plus 60 days beyond that. In case of time extensions, the contractor shall get the validity of PG extended to cover extended period plus 60 days beyond that. The PG shall be released after physical completion of work based on completion certificate and submission of No Claim Certificate by the contractor/s. The Performance Guarantee Form is included in Section: Contract Forms.

2.34.2. Failure of the successful contractor/s to submit the above-mentioned Performance Guarantee and additional Performance Guarantee, if any, or to sign the Contract Agreement shall constitute sufficient grounds for the annulment of the awarded work and forfeiture of other dues available with banning of business for 02 years with HRIDC and other department as per extent rule.

2.34.3. When the contract is rescinded, performance guarantee shall be encashed/ forfeited. The balance work shall be got done independently without risk & cost of the failed contractor/s. The failed contractor shall be debarred to participate in the tender for completion of balance work.

2.34.4. The above provision shall not apply to the furnishing of a Domestic Preference Security, if so required.

2.34.5. Security Deposit: The security deposit shall be @5% of total awarded Contract value. The SD shall be recovered from contractor/s on account bills @10% of Gross value of on account bill. Security deposit shall be released after expiry of maintenance period and passing of Final Bill/Payment with No Claim Certificate.

**2.35. Signing of Contract**

2.35.1. Promptly after the receipt of performance Guarantee, the HRIDC shall send the Contract Agreement to the contractor/s.

2.35.2. Within twenty-eight days of receipt of the contract agreement the successful contractor/s shall sign, date and return it to the HRIDC.

**2.36. Jurisdiction of Courts**

2.36.1. The tendering process shall be governed by and construed in accordance with the laws of India and the Courts as indicated in Tender Data Sheet shall have exclusive jurisdiction over all the disputes/issues arising under, pursuant to and/or in connection with the tendering process.

2.36.2. In case of any legal dispute, jurisdiction of courts in Chandigarh only shall be applicable.

### 3. TENDER DATA SHEET (TDS)

This section consists of provisions that are specific to each tenderer/s, procurement and supplement the information or requirements included in Section: Instructions to tenderer/s (ITT). The TDS is numbered with the same numbers as the corresponding ITT clauses.

ITT 2.1.1	The number of the Invitation for tender is: Contract: HRIDC/VEH/DIR/238/2021/23
ITT 2.1.1	The Employer Corporation Ltd. is: Haryana Rail Infrastructure Development
ITT 2.1.1	The name of the work is: <i>“Hiring of 1 No. AC vehicles i.e. Innova Crysta on monthly basis for the use of HRIDC officer at Gurugram.”</i>
ITT 2.4.1	Foreign tenderers are not permitted.
ITT 2.9.1	The language of the tender is: English
ITT 2.17.2	Following is added in ITT Para 2.17.2 The written confirmation of authorization to sign on behalf of the tenderer/s shall consist of: (a) In case of Private/Public Companies, a POA from the Director of the Company who has been authorized by the Board of Directors through resolution to sign on behalf of the Company. Copy of Board Resolution shall also be submitted. (b) In case of proprietorship Firms, Power of Attorney by the Proprietors. (c) In case of partnership Firms, Power of Attorney duly signed by all the partners. (d) In case of Limited Liability Partnership (LLP), a POA from the Director of the Company who has been authorized by the Board of Directors through resolution to sign on behalf of the Company. Copy of Board Resolution shall also be submitted.
ITT 2.29.1	The Price/ Rates shall be quoted by the tenderer/s entirely in Indian Rupees (INR) and the payment shall be released in INR only. No payment shall be released in foreign currency.  All other provisions stipulated in the tender documents in this regard shall be deemed to be modified accordingly.  The foreign currency component figure shall be converted to Equivalent INR based on exchange rates of State Bank of India TT selling as prevailing on 28 days before the latest date of submission of tenders.
ITT 2.14.2	No domestic preference shall be applicable except for MSEs registered firms and Make in India and Startup India as identified in Clause 2.30.1 below.
ITT 2.30.1	Add following to ITT 2.30.1: (i) (A) Purchase Preference Policy for Micro and Small Enterprises (MSEs) Registered Firms: - Purchase Preference to Micro and Small Enterprises (MSEs) as admissible under Government existing policy

<p>on the date of acceptance of tender shall be applicable to Micro and Small Enterprises (MSEs) registered with any statutory bodies specified by Ministry of Micro, Small &amp; 1 Medium Enterprises having Udyog Aadhaar Memoranda shall also be given all benefits under Public Procurement Policy Order 2012.</p> <p>(ii) The tenderer/s shall submit photocopy of current and valid MSEs registration certificate inclusive of all the pages showing the category of entrepreneur – whether the registered firm is owned by General or SC/ST entrepreneurs, monetary limit of their registration for the items tendered to avail the benefits under the policy. The SMEs shall also submit a copy of “Entrepreneur’s Memorandum (Part – II)” of the concerned District Centre where the unit is established. The SMEs must also indicate the terminal validity date of their registration.</p> <p>(iii) Such MSE registered firms shall be exempted from payment of tender document cost and payment of EMD.</p> <p>(iv) Definition of MSEs owned by SC/ST is as given below: (a) In case of proprietary MSE, proprietor(s) shall be SC/ST. (b) In case of partnership MSE, the SC/ST partners shall be holding at least 51% shares in the unit. (c) In case of Private Limited Companies, at least 51% share shall be held by SC/ST promoters.</p> <p>(v) All tenderer/s registered under Micro and Small Enterprises (MSEs) shall have to satisfy the eligibility criteria at par with other tenderer/s. There shall not be any relaxation in eligibility criteria/tendering process or other tender requirement and L1 price.</p> <p>(vi) If lowest valid tenderer/s is non-MSE firm, then in such a case purchase preference facility shall not be applicable in the tender as quantity cannot be split. The total quantity shall be offered to the lowest valid tenderer/s irrespective of their registration status and the benefit to MSEs shall be limited to exemption from cost of tender document and EMD only.</p> <p>(vii) The above facilities shall not be applicable for the items for which they are not registered.</p> <p>(viii) The above facility shall be applicable for single entity only.</p> <p><b>(B) Public Procurement (Preference to Make in India)</b> Purchase preference policy for Make in India: -</p> <p>(i) Definitions: For the purposes of this Order: ‘Local content’ means the amount of value added in India which shall, unless otherwise prescribed by the Nodal Ministry, be the total value of the item procured (excluding net domestic indirect taxes) minus the value of imported content in the item (including all custom duties) as a proportion of the total value, in percent. ‘Local supplier’ means a supplier or service provider whose product or service offered for procurement meets the minimum local content as prescribed under this Order or by the competent Ministries/Departments in pursuance</p>
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	<p>of this order.</p> <p>(ii) Purchase Preference shall be given to local suppliers in the manner specified hereunder:</p> <p>a) Among all qualified tenders, the lowest tender will be termed as L1. If L1 is from a local supplier, the contract will be awarded to L1.</p> <p>b) If L1 is not from a local supplier, the lowest tenderer among the local suppliers, will be invited to match the L1 price subject to local supplier's quoted price falling within +20% (the margin of purchase preference), and the contract shall be awarded to such local supplier subject to matching the L1 price.</p> <p>c) In case such lowest eligible local supplier fails to match the L1 price, the local supplier with the next higher bid within the margin of purchase preference shall be invited to match the L1 price and so on and contract shall be awarded accordingly. In case none of the local suppliers within +20% (the margin of purchase preference) matches the L1 price, then the contract may be awarded to the L1 consultant.</p> <p>d) The above facility shall be applicable for single entity only.</p> <p>(C) STARTUP INDIA -</p> <p>1. All Startups (Whether Micro &amp; Small Enterprises or otherwise) are exempted from Tender document cost and EMD.</p> <p>2. Definition of Startup: Startup means an entity recognized as Startup by Department of Industrial Policy and Promotions (DIPP), Ministry of Commerce and Industries, Govt. of India.</p> <p>The above facility shall be applicable for single entity only.</p>
<p>ITT 2.35</p>	<p>Add following to ITT 2.35:</p> <p>In case, the successful tenderer/s considers that they will not be able to sign, date and return the contract agreement to the HRIDC, the successful tenderer/s, shall inform possible date to return to the HRIDC not later than 7 (seven) days prior to the time limit of 28 days. The modified time limit shall be subject to agreement by both the contracting parties.</p>
<p>ITT 2.36</p>	<p>The Courts at Chandigarh shall have exclusive jurisdiction over all the disputes/issues arising under, pursuant to and/ or in connection with the tendering process.</p>

#### **4. Evaluation and Qualification Criteria**

##### **4.1. Similar Nature of Work:**

The tenderer/s should have successfully completed the work of similar nature in any Govt/Semi Govt/PSUs or should be a registered taxi operator for the last 3 (Three) years. The similar nature of work is mentioned below:

“Hiring of office vehicles (only cars, SUV’s)”

##### **4.2. Technical Eligibility:**

- a) In case of tenderer/s who has worked with Govt/Semi Govt/PSUs, the tenderer/s should have successfully completed similar nature of single work of value not less than 30% of advertised value of the tender in any Govt/Semi Govt/PSUs, during last 05 (five) years, ending last day of month previous to the one in which tender is invited.
- b) In case of registered taxi operator, the Tenderer/s should have a fleet of minimum 5 number vehicles (only cars, SUV’s).

##### **4.3. Financial Eligibility:**

- a) In case of tenderer/s who has worked with Govt./Semi Govt./PSUs, as a proof of sufficient financial capacity and organizational resources, the tenderer/s should have received the total payments against satisfactory execution of all completed/ongoing works of all types (not confined to only similar works) during the last five financial years and in the current financial year {up to the date of opening of the tender} of a value not less than 150% of the advertised value of the tender under Government /Semi Government / PSUs.

The tenderer/s shall submit certificate to this effect which may be an attested certificate from the concerned department/ client/ certificate issued by chartered accountant. Client certificate from other than Govt. organization should be duly supported by Form 16A/26AS of IT department.

- b) In case of registered taxi operator, as a proof of sufficient financial capacity and organizational resources, the tenderer/s should have average turnover of minimum 30 lacs rupees per year during the last three (3) financial years and in the current financial year up to the date of opening of the tender.

## 5. TENDERING FORMS

- 5.1. This Section contains the forms which are to be uploaded on e- procurement portal by the tenderer/s and constitute a part of his Tender.

### Letter of Offer (Form PS-1)

Invitation for Tender No.:

Dated: XX.XX.2021

To:

Deputy General Manager (Projects)

Haryana Rail Infrastructure Development Corporation Ltd,

SCO 17-18-19, 3rd Floor,

Sector-17A, Chandigarh

We, the undersigned, declare that:

- (a) We have examined and have no reservations to the Tender Documents, including Addenda issued in accordance with Instructions to tenderer/s ITT2.7;
- (b) We offer to execute the Works in conformity with the Tender Documents;
- (c) Our tender shall be valid for a period as defined in Para 1.8 of NIT from the date fixed for the tender submission deadline in accordance with the tender documents, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- (d) If our tender is accepted, we commit to submit a performance Guarantee in accordance with the tender Documents;
- (e) If our tender is accepted, we commit to deploy key personnel as proposed by us in our contract consistent with the requirements stipulated in HRIDC's Requirements;
- (f) We understand that HRIDC requires that tenderer/s, must observe the highest standard of ethics during the execution of such contracts. We confirm and undertake that we including our constituents, any sub-consultants for any part of the contract directly or otherwise have not been / shall not be engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract in accordance with ITT 2.3; and We also understand that the HRIDC has the right to reject our tender at any stage if it determines that we have directly or otherwise, engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the contract and will sanction a party or its successor, including declaring ineligible, either indefinitely or for a stated period of time, to participate in HRIDC's activities, if it at any time determines that the firm has, directly or otherwise, engaged in corrupt, fraudulent, collusive, or coercive practices in competing for, or in executing a contract of the HRIDC in accordance with ITT 2.3;
- (g) We, including any sub-consultants for any part of the contract, do not have any conflict of interest in accordance with ITT2.4.2;
- (h) We are not participating as a tenderer/s, in more than one tender in this tendering process in accordance with ITT2.4.2;
- (i) We declare that we are not liable to be disqualified in Accordance with ITT 2.4.3, and we are enclosing the affidavit for the same as per the Performa given in the tender document.
- (j) We understand that this tender, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal contract is prepared and executed; and
- (k) We have not made any deviations from the requirement of the tender document and we have also not made any tampering or changes in the tender documents on which the offer



is being submitted and if any tampering or changes are detected at any stage, we understand the tender will invite rejection and the contract will be liable to be terminated along-with forfeiture of performance Guarantee, even if LOA has been issued.

(1) We declare and confirm that in the submission of this tender, no agent, middleman or any intermediary has been, or will be engaged to provide any services or any other item of work related to the award and performance of this contract. We further confirm and declare that no agency commission or any payment which may be construed as an agency commission has been, or will be, paid and that the contract price does not include any such amount. We acknowledge the right of the HRIDC, if he finds to the contrary, to declare our contract to be non-compliant and if the contract has been awarded to declare the contract null and void.

Name:

In the capacity of:

Signed and Sealed:

Duly authorized to sign the tenders for and on behalf of:

Date:

***Format for Affidavit to be Submitted by Tenderer/s along with the Tender (FormPS-2)***

(To be executed in presence of Public Notary on non-judicial stamp paper of the appropriate value in accordance with relevant stamp Act. The stamp paper has to be in the name of the Tenderer/s) \*\*

I ..... (Name and designation) \*\*..... appointed as the attorney/authorized signatory of the firms (including its constituents), M/s. \_\_\_\_\_ (Hereinafter called the tenderer/s) for the purpose of the Tender for the work of \_\_\_\_\_ as per the Tender No. \_\_\_\_\_ of HRIDC, do hereby solemnly affirm and state on behalf of the tenderer/s including its constituents as under:

1. We understand that HRIDC requires that tenderer/s, suppliers, and contractor/s must observe the highest standard of ethics during the procurement and execution of such contracts. We confirm and undertake that we including our constituents, any subcontractors or suppliers for any part of the contract directly or otherwise have not been / shall not be engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract in accordance with ITT2.3.

We understand that the HRIDC has the right to reject our tender at any stage if it determines that we have directly or otherwise, engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the contract and will sanction a tenderer or its successor, including declaring ineligible, either indefinitely or for a stated period of time, to participate in HRIDC's activities, if it at any time determines that the tenderer has, directly or otherwise, engaged in corrupt, fraudulent, collusive, or coercive practices in competing for, or in executing a contract of the HRIDC in accordance with ITT 2.3;

2. In the last five years there has been no written directive by Ministry of Railways or any of its attached/ subordinate offices or HRIDC or any state rail JV promoted by Ministry of Railways in India, blacklisting the tenderer/s against providing such professional services as mentioned in the tender.

3. In the last two years the tenderer/s has not failed to perform in any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against us, or the we have not been expelled from any project or contract or have had any contract terminated for breach on part of the us as evidenced by any court decree or arbitral award against us to such effect.

(Add Proviso of Clause 2.4.3 (b) (ITT) suitably, if any Contract was so terminated).

4. That the contractor/s or any of its constituents is neither Bankrupt/Insolvent nor is in the process of winding-up nor is such a case pending before any Court on the deadline of submission of the tender.

5. We or our constituent(s) has not been declared by Ministry of Railways or any of its attached/ subordinate offices or HRIDC or state rail JV promoted by Ministry of Railways in India to be a poor performer and the period of poor performance is still in force on the deadline for submission of tender.

6. We declare that financial data for last five financial years including that for the latest concluded financial year are being submitted duly certified by Chartered Accountant / Company Auditor.

OR

We declare and certify that financial data for the latest concluded financial year has not been finalized till date and that is why we are furnishing financial data for last 04 financial years ignoring the latest concluded financial year.

(# - Delete whichever is not applicable) \*\*.

7. We declare and certify that we have not made any misleading or false representation in the forms, statements and attachments in proof of the qualification requirements.

8. We declare that the information and documents submitted along with the tender by us are correct and we are fully responsible for the correctness of the information and documents, submitted by us.

9. We understand that in case we cease to fulfill the requirements of qualifying and eligibility criteria at any time after opening of tenders and till its finalization, it will be our bounden duty to inform the HRIDC of our changed status immediately and in case of our failure to do so, the HRIDC has right to reject our tender. In case such failure comes to the notice of HRIDC at any time after award of the contract, it will lead to termination of the contract and forfeiture of Security deposit and Performance Guarantee.

10. We understand that if the contents of the affidavit are found to be false at any stage during tender evaluation, it will lead to rejection of our tender. Further, we [insert name of the Tenderer/s]\*\* \_\_\_\_\_ and all our constituents understand that we shall be liable for banning of business dealings for a period of five years.

11. We also understand that if the contents of the affidavit are found to be false at any time after the award of the contract it will lead to termination of the contract, forfeiture of Security Deposit or Performance Guarantee and Banning of Business dealings of the contractor/s and all its constituents for a period of five years.

(DEPONENT)

SEAL AND SIGNATURE OF THE TENDERER/S

Verification:

Verified on \_\_\_\_\_ day of \_\_\_\_\_ at \_\_\_\_\_ that the contents of the above-mentioned affidavit are true and correct and nothing material has been concealed there from.

(DEPONENT)

SEAL AND SIGNATURE OF THE TENDERER/S

\*\* The contents in Italics are only for guidance purpose and details as appropriate, are to be filled in suitably by tenderer/s.

Attestation before Magistrate/Public Notary

**Financial Offer**

**For financial offer, please refer the excel upload on online e-procurement portal.**

**5.2. Tenderer/s Information (Form ELI-1.1)**

To establish its qualifications to perform the contract in accordance with Section: (Evaluation and Qualification Criteria) the tenderer/s shall provide the information requested in the corresponding Information Sheets included hereunder:-

<b>Tenderer/s Information</b>	
Tenderer/s legal name	
Tenderer/s country of constitution	
Year of constitution	
Status of the Tenderer/s	<ul style="list-style-type: none"> <li>• Sole Proprietorship Firm</li> <li>• Partnership Firm</li> <li>• Public Limited Company</li> <li>• Private Limited Company (Tick the appropriate)</li> </ul>
Tenderer/s legal address in country of constitution and in India	
Tenderer/s authorized representative (name, address, telephone numbers, fax numbers, e- mail address)	
Bank Account details	
GST No.	

**Power of Attorney (POA) for Submitting Tender/s (Form ELI-1.2)**

(For Single Entity/Sole proprietor, .... only)

Know all men by these presents, we..... (name and address of the registered office) do hereby constitute, appoint and authorize Mr./Ms.....(name and residential address) who is presently employed with us and holding the position of .....as our attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our tender for the Project, including signing and submission of all documents and providing information/responses to HRIDC, representing us in all matters before HRIDC, and generally dealing with HRIDC in all matters in connection with our tender for the Project.

We hereby agree to ratify all acts, deeds and things lawfully done by our said attorney pursuant to this Power of Attorney and that all acts, deeds and things done by our aforesaid attorney shall always be deemed to have been done by us.

..... (Signature)  
(Name, Title and address) of the Person Accepting the POA

..... (Signature)  
(Name, Title and address) of the Person issuing the POA.

**Note:**

- (i) The tenderer/s should submit the notarized Power of Attorney. In case of Foreign Partners, Power of Attorney(s) and Board Resolution confirming authority on the persons issuing the Power of Attorney for such actions shall be submitted duly notarized by the notary public of country of origin and should be either stamped by Embassy/High Commission or Partner Countries of Hague convention may submit these documents with “Apostille” stamp. Also, in case the documents are in foreign language the translation of the same shall be authenticated by Embassy/High Commission.
- (ii) The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure.
- (iii) The tenderer/s should submit following additional document in support of the POA as case to case basis:
  - a) Proprietorship Affidavit in case of Proprietary firms.
  - b) Partnership deed in case of partnership firms.
  - c) Board Resolution in case of a Public/Private limited company.
  - d) Memorandum & Article of Association in case of a Public/Private limited company.

**5.3. Financial Situation (FormFIN-1)**

Name of Tenderer/s:

S. No.	Description	Financial Data for Last 5 Years [Indian Rupees]				
		Year 1	Year 2	Year 3	Year 4	Year 5
1.	Total Assets					
2.	Current Assets					
3.	Total Liabilities					
4.	Current Liabilities					
5.	Net Worth [ Paid-up share Capital + All reserves - Accumulated losses] #					
6.	Profit After Tax (PAT)					
7.	Whether the tenderer was at default in repayment of dues to a financial institution or Bank or debenture holders at the end of the latest financial year for which audited balance sheet is available (Yes/No).					

# Revaluation reserves to be excluded.

**SEAL AND SIGNATURE OF THE TENDERER/S**

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

(Signature of CA/Auditor)

Name of CA/Auditor:

Registration No:

(Seal)

1. The Tenderer/s shall note following:

All such documents reflect the financial situation of the tenderer/s and not sister concern or parent companies.

**Copies of Annual Report shall not be enclosed.**

2. Contents of this form should be certified by a Chartered Accountant/Auditor.

In the event the tenderer certify that the audited accounts for the latest concluded Financial Year are not available, the Tenderer/s shall furnish information pertaining to the last 04 financial years after ignoring the latest concluded financial year. In case the tenderer/s

submits audited financial information for other years, only the figures for the latest four years shall be considered for evaluation.

**Annual Turnover for the last 5 years (Form FIN-2)**

(From Professional Fees only)

Name of Tenderer/s:

Annual Turnover from Consultancy Services for the Last 5 Years				
Year	Turnover Amount And Currency (INR crores)	Updated Turnover (See note 4 below)	Exchange Rate between INR and the foreign currency	Updated Turnover in Equivalent INR (See note 4 below)
	Average Annual Turnover for last 5 Years			

1. Contents of this form should be certified by a Chartered Accountant/Auditor.
2. In the event if tenderer/s certifies that the audited accounts for the latest concluded Financial Year are not available the Tenderer/s shall furnish information pertaining to the last 04 financial years after ignoring the latest concluded financial year. In case the tenderer/s submits audited financial information for other years, only the figures for the latest four years shall be considered for evaluation.
3. Copies of Annual Report shall not be enclosed.
4. For the Average Annual Turnover, the tenderer/s should submit actual turnover figures for the specified financial years. For Evaluation purpose the figures of previous years shall be updated @ 5% per year for Indian Currency and @ 2% per year for foreign currencies compounded annually to bring them to the level of the last Financial Year specified in sub- clause. If the figure for turnover in an individual year is in a currency other than INR, then the same shall first be updated as per above modality and converted to INR based on the exchange rates of State Bank of India TT selling rates as prevailing on 28 days before the latest date of submission of tender.



**Specific Work Experience (Form EXP-2(b))**

[The following table shall be filled in for the Tenderer/s, Fill up one form per contract]

Date: [insert date, month, year]

Tenderer/s Legal Name: [insert full name]

Tenderer/s Party Legal Name: [insert full name]

Page [insert page number] of [insert total number of pages]

Contract of Similar Size and Nature			
Contract No.		Contract identification	
Award date		Completion date	
Role in contract	[Consultant/ Sub-consultant/ Member of JV or Consortium]		
Total contract value	INR		
If partner in a JV or consortium specify participation in total contract value	[Percentage of Total]	INR	
HRIDC's Name, Current Address and Current Telephone/Fax Number, E-mail			
Description of the work in accordance with Evaluation and Qualification Criteria			

Notes:

1. The tenderer/s shall attach a copy of Letter of Award and Completion Certificate(s) issued by the HRIDC in support of the information being furnished in each Exp (2b) form, failing which the claim of the tenderer/s shall be liable to be rejected
2. Use separate sheet for each Eligible Work.

**5.4. Summary of Eligible Work Experience [FormEXP-2(c)]**

Tenderer/s legal name:

Date:

Name of Tenderer/s	Total Number of similar works as per Evaluation and Qualification Criteria

**5.5. Details of Eligible Work Experience [Form EXP-2(d)]**

[For Eligible Works]

S No	Name of work	Name of owner of project	Name of client for the tenderer	Period of execution From -To	Brief scope of work	Awarded contract value	Project Cost for which services are provided

**5.6. Undertaking for Downloaded Tender Document (Form UT)**

We here by confirm that, we have downloaded / read the complete set of tender documents/addendum/corrigendum/clarifications along with the set of enclosures hosted on e- procurement portal of Haryana Govt. as mentioned in clause 1.2 of NIT (Notice for invitation of tender). We confirm that we have gone through the tender documents, addendums/corrigendum's and clarifications for this work placed up to the date of opening of tender on e- procurement portal of Haryana Govt. as mentioned in clause 1.2 of NIT. We confirm our unconditional acceptance for the same and have considered for these in the submission of our technical and financial offer.

STAMP &amp; SIGNATURE OF AUTHORISED SIGNATORY

**5.7. Standard Format for Pre-Tender Queries (Form PQ-1)**

Tender No. and Name of the Work:

Name of Tenderer/s:

S. No.	Relevant Section/Clause No. and complete description of clause	Relevant Page No. of tender document	Queries	Replies (To be filled by HRIDC)

Para 5.7 is not required, hence, deleted.

**GENERAL CONDITIONS OF CONTRACT (GCC)****Table of Contents**

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### 1.0 Definitions

The following words and expressions shall have the meanings assigned to them except where the context otherwise requires:

- (i) "Project" means the project/work named in Scope of work.
- (ii) "Services" means the services to be performed by the Contractor/s pursuant to this contract.
- (iii) "HRIDC" means the Haryana Rail Infrastructure Development Corporation Limited (also referred to as HRIDC) which expression shall also include their legal successors and permitted assigns.
- (iv) "Contractor/s" means the party or the group/consortium named in the Agreement, who has to perform the services, and which expression shall include his/their legal successors and permitted assigns.
- (v) "Sub- Contractor/s" means an entity or individual appointed by contractor/s with the prior approval of the HRIDC and in accordance with the procedure described in Special Conditions of Contract.
- (vi) "Member", in case the contractor/s comprises more than one entity means any of the entities. "Members" means all the entities.  
"Lead Member or Member-in-Charge" means the Member authorized to act on the Members' behalf in exercising all the Contractor/s rights and obligations towards the Client under their contract and has majority share in JV/Consortium.
- (vii) "party" means HRIDC or Contractor/s as the case maybe and "parties" means both of them. "Third party" means any other person or entity as the context requires.
- (viii) "Contract" means the Contract Agreement, the Letter of Acceptance(LOA) and other documents which are listed in the Contract Agreement or in the Letter of Acceptance.
- (ix) "HRIDC's Representative" means the official employed by HRIDC and notified as such, or any of its officers nominated by HRIDC and notified from time to time, to

the Contractor/s.

- (x) "Engineer" means the person-in-charge appointed by the HRIDC to supervise the contract awarded to the Contractor/s or any of its officers nominated by HRIDC and notified from time to time.
- (xi) "day" means calendar day.
- (xii) "month" means a period of one month according to the Gregorian calendar commencing with any day of the month.
- (xiii) "INR" means the currency of India and shall be the currency used for the Project.
- (xiv) "Time for completion" means the time period stated for this purpose in the Tender documents and Contract Agreement.
- (xv) "Applicable Law" means the laws and any other instruments having the force of law in the HRIDC's Country, or in such other Country as may be specified in the Contract data and specific provisions, as they may be issued and enforce from time to time.
- (xvi) "Effective Date" means the date on which this Contract comes into force and effect or the date of issue of Letter of Acceptance (LOA) by the HRIDC.
- (xvii) "Experts" means, collectively, Key Experts/Persons, on-Key Experts, or any other professional personnel of the Contractor/s, Sub-Contractor/s or JV/Consortium member(s) assigned by the Contractor/s to perform the Services or any part thereof under the Contract Agreement.

## **2.0 Interpretation**

- (i) The headings in the Agreement shall not be used in its interpretation.
- (ii) The singular includes the plural, the masculine includes the feminine, and vice-versa where the context requires.
- (iii) Reference to "Contract" mean this contract (and include the Schedules). References to "Clauses and Schedules" mean clauses of and schedules of this contract. The provisions of Schedules shall be binding on the parties as set out in full in this Contract.
- (iv) If there is a conflict between provisions of the Agreement, the last to be written chronologically shall prevail, unless otherwise specified in the Special Conditions of Contract.

## **3.0 Languages and Law**

Languages of the agreement/contract communication shall be English. The agreement shall be interpreted, constructed and governed by the laws of India. The Contractor shall, at all times in its performance of its obligations under this Agreement, be responsible to comply with all the Applicable Law, including, without limitation, those rules or regulations enacted or issued by the HRIDC.

## **4.0 Information**

The HRIDC shall within a reasonable time give to Contractor/s, free of cost, all

information which he is able to obtain and which may pertain to the Services. But this will not relieve the responsibility of the Contractor/s to collect all the necessary information from other organizations, agencies etc. to the execution of the work assigned.

### **5.0 Decisions**

On all matters properly referred to it in writing by contractor/s. HRIDC shall give a decision in writing within a reasonable time.

### **6.0 Assistance**

While it shall be the primary responsibility of the Contractor/s to obtain necessary information from other organizations to execute the contract and to perform the services specified therein, the HRIDC shall assist Contractor/sin:

- (i) providing unobstructed access wherever it is required for the Services.
- (ii) providing access to other organizations for collection of information.

### **7.0 Agreement Effective Date**

Letter of Acceptance (LOA) issued by the HRIDC shall be deemed to be binding agreement between the HRIDC and the Contractor/s till such time the contract agreement is executed. The Contract shall come into effect from the date of issue of the Letter of Acceptance (LOA) by the HRIDC or the date mentioned in the LOA, whichever is later.

### **8.0 Commencement and Completion**

- 8.1** The date of commencement shall be from the date of issue of Letter of Acceptance (LOA) by the HRIDC or the date mentioned in LOA, whichever is later.
- 8.2** The Services shall be commenced and completed at the times or within the periods stated in Special Conditions of Contract subject to extensions in accordance with the Agreement.
- 8.3** Completion of works/ services of the Contract shall be certified upon final submission of all the documents/manuals, designs, drawings covered under the scope of this contract. If all the documents/manuals have been satisfactorily submitted, the HRIDC representative shall issue the Completion Certificate.

### **9.0 Notices**

Notices under the Agreement shall be in writing and will take effect from receipt at the address stated in the Agreement. Delivery can be by hand or facsimile message or email against a written confirmation of receipt or by registered letter/ speed post subsequently confirmed.

### **10.0 Press /Media Relations**

- (i) Under any circumstances, no employee of the Consultant/ contractor/s deployed on this assignment shall, except with the prior written sanction of the HRIDC, shall participate in a Radio/TV Broadcast or contribute to any article or write any

article or letter either in his own name or anonymously, pseudonymously, or in the name of any other person, to any newspaper or periodical or shall give an interview to any media persons.

- (ii) The HRIDC's policy regarding responding to Press/Media shall be enforceable on all parties associated with this agreement.

#### **11.0 Submission of Programme**

The contractor/s shall submit programme and Schedules including detailed breakup of activities as per contractual provisions for approval by HRIDC within 30 days of issue of LOA and update them regularly (every 60 days) to assist the HRIDC in tracking the progress of works. These programmes and schedules are for HRIDC's use only. However, no programme is required for Hiring of vehicles contract but contractor has to provide sufficient vehicles as per requirement of HRIDC.

#### **12.0 Equipment and Facilities**

The contractor/s shall secure for itself and its employees all equipment, transport facilities and services that may enable it to perform its obligations under the contract.

The Contractor/s shall at all times give to the HRIDC or to any other person authorized in writing by the HRIDC, access to premises occupied by the Contractor/s where the works/ Services are being undertaken and shall permit those persons to inspect and audit the performance of the works/ Services and any Contract Material or other material related to the Consultancy Services.

#### **13.0 Damage by Accidents, Floods or Tides**

The contractor shall take all precautions against damage from accident, floods or tides. No compensation shall be paid to the contractor for his plant or material lost or damaged by any cause whatsoever. The contractor shall make good the damages at his cost to any structure or part thereof by any cause during the course of the work.

#### **14.0 Safety precautions**

The contractor/s shall ensure the safety of HRIDC officials and its vehicles, while playing in the vicinity of railway track. Normally the road vehicle shall be run so as not to come closure than 6.0m from centre line of nearest track. In no case the road vehicle shall be run at a distance less than 3.5m centre line of track. In case of vehicle runs along the track, special precautions will be ensured by driver/s of vehicle. There will be no any harm to the Railway properties; otherwise contractor/s shall be responsible for any damages, loss suffered by railway.

#### **15.0 Addressing Ambiguities**

To the extent there are any ambiguities and/or conflicting terms and provisions as between the Contractor's proposal and this contract, this contract shall control and govern.

#### **16.0 Care and Supply of Documents**

- (i) If a tenderer/s becomes aware of an error or defect in a document which was prepared for use in executing the works, the same shall be informed immediately to the HRIDC for such error or defect.

### **17.0 Delayed Drawing submission**

Deleted

### **18.0 Liability of Contractor/s**

Contractor/s shall be liable to the HRIDC till the issue of the Performance Certificate. The HRIDC shall issue Performance Certificate to the consultant after the satisfactory completion of work.

The Contractor/s shall be issued Performance Certificate by the HRIDC stating that the contractor/s has completed his obligation to the HRIDC's satisfaction. Only the issue of Performance Certificate shall be deemed as fulfillment of contractor/s obligations with respect to this contract.

Contractor/s shall only be liable to pay compensation to the HRIDC arising out of in connection with the Agreement for a breach of Contract. Such compensation shall be limited to the amount specified in contract.

### **19.0 Communications**

The Contractor/s shall comply with all written procedures, issued by the HRIDC from time to time, for conduct of communications to deal with matters relating to execution of works.

### **20.0 Taxes and Duties**

**20.1** The Contractor/s shall ensure full compliance with the prevailing tax laws of India and its Country (in case the Contractor/s is a foreign entity) with regard to this contract and shall be solely responsible for the same. The Contractor/s shall keep the HRIDC fully indemnified against any liability or taxes, GST, interest, penalty etc. of the Contracts in respect thereof, which may arise.

**20.2** The Contractor/s shall maintain complete records in respect of payments made for taxes, duties, GST, Octroi and other levies payable to various authorities. These records shall remain open for inspection by the HRIDC at any time and shall be made available to the HRIDC as and when required.

**20.3** The contractor/s and their personnel shall pay such taxes, duties, fees and other impositions including Goods and Services Tax (GST) as may be levied under the Applicable Laws, the amount of which shall be deemed included in the Contract value. The GST has been included in base rates and same will be paid by contractor/s to concerned authority in time as per rules & regulation. Contractor/s has to submit GST invoice along with monthly payment bills. Contractor/s is solely responsible for filing GST returns for deposit of GST amount with concerned authority. Documentary evidence shall be submitted to HRIDC as and when demanded. The Final bill/single bill payment shall be released on the undertaking of the contractor/s.

### **21.0 Duration of Liability**

Contractor/s shall not be considered liable for any loss or damage resulting from any occurrence unless a claim is formally made on him before the expiry of the relevant completion period stated in Special Conditions of Contract, or such earlier date as may be prescribed by law.



## **22.0 Change in Legislation**

Changes in the rate of existing taxes/duties/ cess relevant to the Contract, as applicable 28 days prior to the last date of submission of tender, will be considered a Change in legislation. Such additional /reduced cost shall be certified by the HRIDC after examining the records provided by the Contractor/s and shall be paid or credited to the HRIDC accordingly.

## **23.0 Conflict of Interest**

Unless otherwise agreed in writing by the HRIDC, the Contractor/s and his personnel shall have neither any interest in nor receive remuneration in connection with the execution of work except as provided for in the Contract Agreement.

The Contractor/s shall take all reasonable measures to ensure that its employees, agents, sub-contractor/s do not, during the Contract execution, engage in any activity or obtain any interest which is in conflict with providing services to the HRIDC fairly and independently.

The Contractor/s has an obligation and shall ensure that its personnel shall have obligation to disclose any situation of actual conflict that impacts their capacity to serve the best interest of the HRIDC. Failure to disclose such situations may lead to termination of contract.

The Contractor/s shall also not engage any employee of the HRIDC directly or indirectly for period of two years after leaving the service of the HRIDC.

On receipt of notice of conflict of interest, the HRIDC may decide upon the action to be initiated. HRIDC reserves the right to suspend the services of Contractor/s or to proceed to termination, as necessary.

## **24.0 Corruption and Fraud**

The contractor/s shall neither give, provide, or offer nor shall receive, ask or accept, any loan, fee, reward, gift or any emolument or advantage whatsoever beyond the provisions of this agreement.

Wherever possible, any issues relating to conduct, competence and behavior should be identified and resolved internally by the Contractor/s but the HRIDC should keep informed of such occurrences.

In order to prevent and detect fraud, the HRIDC may at any time:

- a) Share information about the contractor/s with other organizations including the police, vigilance, etc.
- b) Conduct/allow the Law Enforcement officials to conduct searches of the contractor/s premises.
- c) Check and share details with fraud prevention and detection agencies, as may be necessary.

In the event of any breach of this condition, the Contractor/s shall be deemed to have breached the contract and the HRIDC shall, without prejudice to any other rights the consultant, it may possess, be at liberty forthwith to terminate this contract and to recover from the contractor/s any loss or damage resulting from such termination.

However, should the HRIDC consider that the Contractor/s conduct or behavior may be in breach of code of conduct, or that the Contractor/s professional competence has been called into question, Notice may be issued to the Contractor/s requiring explanation in this regard

but the contractor/s will be liable to pay compensation to the HRIDC if the breach is established.

In the event of termination on such grounds, the HRIDC is also entitled to recovery of any additional expenses incurred for preceding the work till completion.

## **25.0 Publication**

Contractor/s, either alone, or jointly with others, cannot publish, disclose or divulge, any material relating to the Services to any third party without the written permission from the HRIDC. The Contractor/s shall implement appropriate technical and organizational measures to protect the data/ information regarding the execution of work against unauthorized or unlawful processing and against accidental loss, destruction, damage, alteration or disclosure.

## **26.0 Obligations of Contractor/s**

### **26.1 Scope of Services**

- i. Contractor/s shall perform Services relating to the execution of work.
- ii. Contractor/s shall exercise reasonable skill, care and diligence in the performance of his obligations under the Agreement and shall adopt best practices for the performance of services.
- iii. The HRIDC has endeavored to delineate the scope of services to be performed by the Contractor/s. Such descriptions are not intended to be comprehensive.
- iv. The Contractor/s shall be required, without adjustment to the accepted contract value, to provide any services that are within the scope of works.
- v. The Contractor/s shall always act in respect of any matter relating to this contract or to the services as a faithful advisor to the HRIDC and shall at all times support and safeguard the HRIDC's legitimate interests paramount.

## **27.0 Representatives**

For the administration of the Agreement the Contractor/s shall designate the officials or individuals to be his representatives as authorized person to receive letters, notice, any information, sign the bills etc. The above authorize representative shall attend all meetings with the HRIDC or its officials and will be responsible for planning, organizing and securing resources for ensuring the successful completion of the work. All communication from the HRIDC shall be addressed to firm at the address mentioned in the contract.

## **28.0 Deployment/ Replacement of personnel**

**28.1**All persons employed by the Contractor/s shall be the employees of Contractor/s and not of HRIDC. The Contractor/s shall be solely responsible for any workers' compensation obligations, withholding taxes, unemployment insurance, all statutory obligations and any other HRIDC obligations with respect to all employees working for the Contractor/s.

.In case the HRIDC is not satisfied with the performance of any personal of the Contractor/s, such person shall be replaced on HRIDCs request with a person acceptable to the HRIDC.

### **29.0 Assignment and Sub-Contracts**

- (i) The Contractor/s shall not, without the written consent of the HRIDC, assign the benefits from the Agreement other than money.
- (ii) The Contractor/s shall not assign obligations under the Agreement (to Sub- Contractor/s / Sub-Contractor/s) without the written consent of the HRIDC.
- (iii) The Contractor/s shall not without the written consent of the HRIDC initiate or terminate any sub-Contractor/s for performance of all or part of the Services

### **30.0 Performance Guarantee**

As stated in the ‘Instructions to tenderer/s ’ the Contractor/s shall provide to the HRIDC with a Performance Guarantee after issue of acceptance letter but before signing the contract agreement. In case the performance Guarantee is submitted in the form of a Bank Guarantee, it shall be issued from the Scheduled or Nationalized bank. Such Bank Guarantee shall be valid for period of completion plus 60 days beyond that. In case of any extension of time period is granted, the validity the BG shall be extended for further suitable period. The HRIDC reserves the right to forfeit the performance guarantee amount, in the event of termination of the Contract in accordance IR Standard General Condition of Contract for Consultancy Service (2018 –edition corrected upto date of opening of tender).

In the event of any defect coming to the notice of the within the duration of liability period as stipulated in of GCC and in the eventuality of the Contractor/s failing to rectify the same, despite written advice from the HRIDC, the HRIDC will forfeit the amount of the Performance Guarantee. The Scheduled Bank issuing the Bank Guarantee preferably on “Structure Financial Messaging System (SFMS)” platform. A separate advice of the BG shall invariable be sent by the issuing bank to the HRIDC’s Bank through SFMS.

The Issuing Bank shall send the SFMS to:

Beneficiary:

Bank Name:

Account

No. IFSC

Code:

### **31.0 Change in Constitution**

The Consultant shall promptly notify and obtain the approval of the HRIDC for any changes in the constitution of the Contractor/s. It shall be open for the HRIDC to terminate the Agreement upon change in the constitution of the Contractor/s. It shall be also open for the HRIDC to terminate the Agreement, upon loss of life, retirement, insanity or insolvency of any person being the proprietor/partner in the Contractor/s, or on the addition or introduction of a new partner managing the Project for the Consultant without the prior approval in writing of the HRIDC.

But in absence of and until its termination by the HRIDC as aforesaid, this Agreement shall be in full force and effect, notwithstanding any changes in the constitution of the firm

by loss of life, retirement, insanity or insolvency of any of its proprietors/partners or addition or introduction of any new partners. In case of loss of life or retirement, the surviving or

remaining partners of the firm shall be jointly and severally liable for the due and satisfactory performance of all terms and conditions of the Agreement, and likewise on the addition of a new partner, the latter will also become jointly and severally liable.

### **32.0 Modification and Variations**

The Contract can be modified including modification in Contract Amount and Scope, in writing by HRIDC. In the event of any additional services to be performed by contractor/s, the contractor/s shall obtain prior written approval from the HRIDC, on the time and cost involved in performance of the additional work/services.

The agreement scope may be subject to variations including omissions, alternations and additions. If a variation to the scope of works results in a change in the agreement value (positive or negative changes), the financial implications will be calculated by the contractor/s, subjected to the acceptance by the HRIDC using the original project specification, schedule of payments and scope of works as a basis.

If the HRIDC requests for variation, contractor/s has to submit the proposal.

Contractor/s may be entitled for extension of time or additional payments on the basis of merits of the variations proposal in accordance with determination by HRIDC in this regard.

**Note:** The variation shall be govern as per clause 5.3 of IR General Condition of Contract for services (2018- edition) corrected upto date of opening of tender. Power to accept the variation shall be within the competency of tender accepting authority.

### **33.0 Payment to Contractor/s.**

- i. The HRIDC shall make payment to the Contractor/s in accordance with the accepted rates/cost and terms & Condition of contracts, as stipulated in the contract agreement.
- ii. Goods and Services Tax will be inclusive as per the prevailing tariff/ rules in the rates quoted by the tenderer/s. Contractor shall be responsible for payment of GST to concerned authority.
- iii. Statutory deduction shall be made from the payments for which necessary TDS certificates shall be issued
- iv. Payment shall be made by RTGS in the bank account of the contractor/s as per the details provided by him.
- v. In case the Contractor/s is a Joint Venture, the payment shall be made only in the name of Joint Venture firm.
- vi. In case the Contractor/s is a Consortium, if requested by the contractor/s, direct payment to the individual members of the consortium can be made; on joint certification by the authorized representatives of individual constituent member, after making requisite recoveries /deduction from the gross payment. In this case, a notarized Memorandum of Understanding/Agreement jointly signed by authorized representatives of all the constituent members of the Consortium to this effect need to be submitted to the HRIDC on commencement of the Work.

### **34.0 Time for Payment**

Payment to the Contractor/s shall be made on monthly basis. Generally, the payment shall be

made as soon as possible after receipt of an acceptable invoice/ Bills from the Contractor/s. In case the invoice is not acceptable to the HRIDC, the HRIDC shall promptly return the invoice to the contractor/s advising the deficiencies in the invoice/ Bill.

### **35.0 Currency of Payment**

All payments shall be made in Indian Rupees.

### **36.0 Disputed Invoices**

If any item or part of an item in an invoice submitted by the Contractor/s is contested by the HRIDC, then the HRIDC shall give prompt notice with reasons and shall not delay payment on the balance of the invoice.

Maximum amount withheld on account of disputed item in any invoices shall not exceed 100% of the value of the disputed item.

The Contractor/s shall promptly perform against any items of schedule or items thereof certified as not being in accordance with the Contract. No any additional claims shall be paid by the contractor/s.

The Contractor/s will not be entitled to make any claim for payment in relation to such services disputed in any invoice until the HRIDC has certified that the re-performed services are in accordance with the Contract.

### **37.0 Audit Requirement**

The HRIDC reserves the right to carry out a audits and/or examination of the books, and the account, including all supporting vouchers, abstracts, etc. and to make a claim on the contractor/s for the refund of any excess amount paid to him, if as a result of such examination, any over-payment to him is discovered to have been made in respect of any work done or alleged to have been done by the Contractor/s, under the Contract. If any under-payment is discovered, the same shall be paid by the HRIDC to the contractor/s. Such payments or recoveries, however, shall not be subject to any interest.

The contractor/s shall provide full and timely access for such Audit by the HRIDC, including inspection of records and documentation. Such access shall include direct access to the work areas, storage facilities, consultant's project offices, and similar areas and facilities where any work is being conducted for this project.

### **38.0 Claims for Loss or Damage**

Any claim for loss or damage arising out of breach or termination of the Agreement shall be agreed between HRIDC and the Contractor/s, failing which the same shall be referred to arbitration in accordance with contract agreement.

Except in the event of the HRIDC's failure to make undisputed payment of the compensation due to contractor/s, notwithstanding any disputes between HRIDC and contractor/s hereunder or in connection with the execution of work, the contractor/s and the HRIDC shall each continue to perform their respective obligations hereunder; including the obligation of the contractor/s to continue to provide and perform services hereunder pending a subsequent resolution of such disputes.

### **39.0 HRIDCs Claim**

If the HRIDC considers himself to be entitled to any payment under any Clause of these conditions or otherwise in connection with the Contract, and/or to any extension in the completion period of the Duration of work, the HRIDC shall give notice along with particulars to the contractor/s. The particulars shall specify the basis of the claim and shall include details of the amount which the HRIDC considers him-self to be entitled in connection with the contract. Contractor/s shall respond to the notice within 21 days failing which the HRIDC's claim shall be final and binding on the contractor/s and construed to be settled.

### **40.0 Limit of HRIDCs Liability**

The HRIDC shall have no liability in respect of any claim made or any award of compensation in respect of redundancy or unfair or wrongful dismissal to any employee of the Contractor/s in respect of execution of work or arising from the operation of the HRIDC's policies/security measures.

### **41.0 Force Majeure**

If, at any time during the currency of the Contract, the performance in whole or in part by either party of any obligation under this Contract shall be prevented or delayed by reason of any war, hostilities, invasion, acts of public or foreign enemies, rebellion, revolution, insurrection, civil commotion, sabotage, large scale arson, floods, earthquake, 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 or acts of God (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 shall 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 mutually agreed to if any, or 90 days, whichever is more, either party may at its option terminate the Contract.
- 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 Engineer shall be final and binding.
- e. Works that have already been measured shall be paid for by the HRIDC even if the same is subsequently destroyed or damaged as a result of the event. The cost of rebuilding or replacing any work that has been measured shall be borne by the HRIDC.
- f. If the Contract is terminated under this Clause, the Consultant shall be paid fully for the work done which has been destroyed or damaged before its measurement. The HRIDC shall have the option to take over any plant and material lying at site, at rates provided for in the Contract, failing that, as per rates, which are determined to be fair and reasonable by the

Engineer.

If neither party issues notice regarding the event within 21 days of its occurrence, the said event shall be deemed not to have occurred and the Contract will continue to have effect as such.

#### **42.0. Delays and Liquidated Damages**

**42.1** Time is the essence of the Contract. It shall be the bounden duty of the Contractor/s to strictly adhere to the time for performance of various services indicated in the Contract and in the Special Conditions of Contract. The above instructions shall be referred for the imposition of liquidated damages on the Contractor/s for any act.

**42.2** In case of delays without valid reason, Liquidated damages shall be imposed on the Contractor/s described in contract and Special Conditions of Contract.

#### **43.0 Extension of time**

**43.1** The Contractor may apply for an extension of the Time prior to its expiry, if the Work is or will be delayed by any of the reasons. A request for extension to the completion period shall be made by contractor/s within one month prior to the expiry of such period. The HRIDC will examine the case and give suitable extensions as deemed fit. The IR General Condition of Contract for services(2018 edition) corrected upto date of opening of tender shall be applicable in case of any dispute raised by the contractor/s .

#### **44.0 Priority of Documents**

The documents forming the Contract are to be taken as mutually explanatory of one another. The priority of documents shall be as stated in Special Conditions of Contract. If there is an ambiguity or discrepancy in the documents, the Engineer shall issue any necessary clarification or instruction to the Consultant.

#### **45. Abandonment and Suspension**

- (i) The HRIDC may suspend all or part of the work or terminate the Agreement by notice of at least 30 days to Contractor/s who shall immediately make arrangements to stop the work/ Services and minimize expenditure.
- (ii) If the HRIDC considers that Contractor/s is not discharging his obligations, the HRIDC can inform the Contractor/s by notice stating grounds. If a satisfactory reply is not received within 07 days of receipt of the notice by Contractor/s. The HRIDC can issue further notice to terminate the Agreement provided that such further notice is given within 30 days of the former notice.

#### **46.0 Settlement of Disputes/ Arbitration**

All claims and disputes shall be dealt as per clause 8 of General Condition of contract of services applicable in this contract

**46.1** Jurisdiction of Courts- Where recourse to a Court is to be made in respect of any matter, the court at Chandigarh shall have the exclusive jurisdiction to try all disputes between the parties.

**SPECIAL CONDITIONS OF CONTRACT**

**NAME OF WORK:** Hiring of 1 No. AC vehicle i.e. Innova Crysta on monthly basis for the use of HRIDC officer at Gurugram.

**Note:** a) **This contract shall be governed under Indian Railway General Condition of Contract for services (2018 edition) corrected up to date of opening of tender.**

**b) The rates are inclusive all cost of maintenance, major/minor repairs, cost of lubricants, fuel, drivers, GST and other taxes etc. for a complete job. Toll Tax, Parking charge shall be paid extra on certification of officer using vehicle.**

1. The contract shall be valid for a period of 24 (**Twenty Four**) months which can also be further extended at the discretion of Competent Authority. Contractor shall be bound to execute the contract for the extended period also as per existing terms & conditions of the contract.
2. The vehicle is required at Gurugram for local journeys and may commute in Haryana/NCR, Delhi, UP and Rajasthan area as per requirement of HRIDC both on Kachha/Pucca roads.
3. The extra Km beyond the monthly limit of 2500 Km will be paid upto 7300 Km for 12 months. However, variation beyond 7300 Km will be permitted with the approval of Competent Authority.
4. The hired vehicle is normally required to run 12 hrs per day for six days in a week as per the directions of the officer in charge of the vehicle (normally Sunday will be the rest day for the vehicle, however, alternate rest day can be permitted by the officials using the vehicle).When the driver goes for rest on a working day, the contractor will make alternative arrangement of driver for the same. However, in emergencies, vehicle can be required to run at any time and during night also. The payment will be made as given in the schedule of rates and quantities. Vehicles deployed shall display a board “ON GOVT. DUTY “and the cost will be borne by the contractor. If the driver avails rest/leave, the contractor will make alternative arrangement of driver.
5. The quoted rates will be inclusive of GST and other taxes, only toll tax & parking charges to be paid as per actual.
  - Normally Sunday will remain off. However, in case of urgency of works vehicle needs to be provided by the contractor/s. Necessary rest shall be adjusted in due course and no extra cost to be paid to contractor/s.
  - The officers using the vehicle can drive the vehicle, if they possess the valid driving license issued by competent authority.
6. The vehicle should be equipped with FASTAG with proper balance.
7. The vehicle provided should be registered and comprehensively insured along with staff travelling with the vehicle and insurance policy of the vehicle made available by the owner of the vehicle as and when asked for. Original/Photocopy of the vehicle documents shall always be available with the vehicle.
8. The contractor should verify the credentials of the driver reporting for duty. Competent Authority may ask to change the driver if he is found careless, unfit or insincere on the job and the contractor shall within 3 days deploy any other suitable driver. The period when suitable driver is not available shall be treated as vehicle out of order. Driver



should have valid driving license holder. Driver of the vehicle shall be well mannered, properly dressed and acquainted with Haryana, Delhi, Chandigarh and Punjab area including nearby area also. The contractor shall be responsible for discipline and behavior of driver deployed by contractor.

- Driver is not to leave their duty unless permitted to do so by officer using the vehicle.
  - Driver once deployed can only be changed after the approval of competent Authority.
9. The contractor should give a contact number for proper communication. Drivers of the vehicles should have a mobile phone, number of which should be provided to the office of the Competent Authority.
  10. The hired vehicle should not be older than 01.01.2021. The model should be in mechanically sound and decently maintained condition with neat and clean seat covers/ Footmats, etc as per the satisfaction of the using official. The interiors of vehicle shall be maintained in neat and tidy condition.
  11. The firm shall be responsible for providing the required vehicle at any time, even at short notice.
  12. The vehicle will remain at the office/nominated parking place. The supplied vehicle shall not be used by the contractor for any other purpose, as a taxi or any other purpose.
  13. The running of vehicle and duty hours may exceed the prescribed limit of kilometers in a day/month.
  14. The firm will ensure that the tank of vehicle supplied is duly filled up with diesel/petrol before this is sent for duty. In no case the fuel should be less than half filled tank.
  15. By virtue of this agreement, no relationship will be created between the Driver & HRIDC.
  16. No mileage will be allowed to Drivers for lunch/ break-fast or for drawl of petrol/ diesel etc. Daily Rate= Monthly Charges accepted/ month days (30/31).
  17. Penalty/ Termination of Contract for not providing satisfactory services.
    - a) If the vehicle goes out of order for whatsoever reason, the contractor shall provide an alternate arrangement within two hours failing which a minimum penalty of Rs. 2,000/- will be imposed for per default and deduction of monthly rental charges on proportioned basis.
    - b) Any tampering found with the meter of the vehicle shall result in imposition of heavy penalty, which shall be equivalent to Rs. 5,000/-. Notwithstanding anything stated above, decision of such a mistake may lead to discharge/termination of services at the discretion of Competent Authority along with forfeiture of security deposit.
    - c) Vehicle supplied by the firm will be regularly inspected by nominated officer for the purpose and in case of non-compliances of any of the conditions, if brought to the notice by the user or the inspecting officer, a penalty of Rs. 1,000/- on each fault will be imposed.
    - d) In case of abnormal delay in reporting of vehicle, a penalty of Rs. 1,000/- per day will be imposed in addition to the reduction of monthly charges on pro rate basis.

- e) For causing minor damage to public property- Three times the market value of the damaged property or Rs. 5,000/- whichever is higher. Other liabilities mentioned in clause 18 of this condition.
  - f) Vehicle Supplied shall be mechanically sound in condition, with neat and tidy seat covers and interiors with desired fragrance. The decision of Competent Authority regarding the condition of vehicle for its sound condition and neatness shall be final and binding on the contractor.
  - g) If the contractor fails to improve upon its services as discussed above even after communications either verbally or in writing, the contract shall be terminated unilaterally by the Competent Authority at his sole discretion without assigning any reason.
  - h) Whenever Competent Authority exercises his power to terminate the contract under these conditions, the Performance Guarantee and other dues of the contractor shall be at the absolute disposal of Competent Authority to make good the loss suffered by HRIDC or extra expenditure incurred for hiring vehicle due to contractor's failure.
18. The driver of the vehicle shall maintain logbook in which day-to-day movement of the vehicle is to be noted and authorized to sign the logbook daily on contractor's behalf. Entries of journey should be got signed /attested by the users and will have to be sent along with the bill.
19. The driver should have all the time at least Rs. 2000/- (Rs. two thousand only) in his pocket as an imprest money for any traffic violation/ challans & fuel etc, if required.
20. Violation
- a) In circumstances when the hired vehicle is involved in any violation of traffic rules or an accident resulting in loss or damages to property and life with respect to the vehicle, driver, passenger or any third party, theft or loss, the responsibility for any legal or financial implication shall rest solely with the contractor. HRIDC administration shall have no liability whatsoever in this regard.
  - b) The contractor shall fulfill all obligations under various labour laws in force regarding deployment of contract workers in respect of services provided under this contract.
21. Terms and Condition for Payment
- a) The bill on monthly basis shall be submitted in triplicate along with logbook. Kilometers logged from the contractor's premises to competent authority office and from competent authority office to contractor's premises shall not be payable under the hiring agreement.
  - b) No advance payment shall be made to the contractor. The payment however, shall be made to the contractor on receipt of acceptable Invoices/bills duly checked and verified by the concerned officer in a reasonable time as per departmental rules but not more than one month in any case. The contractor shall not claim any interest on the delayed payment. Any discrepancy of invoice shall be immediately informed contractor/s.
  - c) Contractor have to submit Performance Guarantee @ 3% of accepted value of contract, valid for contract period plus 60 days beyond that. The PG shall be submitted within 30 days from the date of the issue of LOA. The period of further 30 days shall be extended by the competent authority with a panel interest @ 15% per annum. In case of failure, the work shall be terminated and other dues payable to contractor as per contract condition. Same shall be released after satisfactory completion of work. Recovery if any shall be made from due amount or performance Guarantee.

22. The payment shall be subject to deduction of income tax and other tax levied by the central/ State Government.
23. The firm will have to submit details and documents of vehicles supplied by them indicating its make, registration number, fitness, Insurance, model and type of fuel consumed by vehicle immediately after issue of Letter of Acceptance (LOA).
24. The service provider/firm shall also be responsible for compliance of the legal provision in respect of the vehicle and shall indemnify HRIDC for any loss on this account.
25. RISK AND EXPENSES:

In the event of theft, loss or accident any dispute with any private/semi govt/Government Authority, HRIDC will not be responsible and vehicle owner will settle the claim himself. In the event of the failure of the contractor to supply the vehicle as requisitioned under the contract, HRIDC shall hire similar type of vehicle at its discretion from other sources at the risk and expenses of the contractor or the prevailing market rate. Since the requirement are on day to day basis normal procedure for risk and expense hiring cannot be adhered to, and hence Competent Authority shall unilaterally decide about hiring of vehicle when vehicle is not supplied by the contractor. Due to shortage of time, no prior information can be given to the contractor for such hiring expense incurred on risk and expense hiring shall be recovered from the next running bill/security deposit against this contract.

26. If at any later stage it is detected that the contractor has been paid in excess, whatsoever reasons may be, HRIDC shall have full authority to recover the excess payment/ cost of the damage caused by him from the pending bill/ security deposit etc.
27. Cancellation of contract:

The Competent Authority without prejudice can cancel the contract in any of the following cases on the part of the contractor.

- a) The contractor or any partner in the contracting from becoming insolvent or have a receiving order for administration of estate made against him or shall take any proceeding for liquidation or compensation under any insolvency act for the time being in force or make any conveyance or assignment of this effects or composition or arrangement for the benefit of his creditors or purpose to do so or if application be made under any insolvency act for the time being in force the sequestration of his estate or if a trust deed be granted by him on behalf of his creditors.
  - b) Assign, transfer, sublets or attempts to assign or sublet whole or any portion of the contract without written permission of Competent Authority.
  - c) Whenever Competent Authority exercises his power to cancel the contract under these conditions, he may complete the contract by any means the security deposit and any other dues of the contractor shall be at the absolute disposal of Competent Authority to make good the loss suffered by HRIDC or extra expenditure incurred for hiring vehicle due to contractor failure.
28. Compliance of all statutory obligations and rules shall be ensured by the agency and claims against any liability falling on HRIDC due to non-compliance of statutory obligations by the contractor or any of its agents/servants/driver or for any reason whatsoever would be borne by the contractor.

29. In case nodal officer desires, the firm shall provide roof carriers on the vehicle.
30. In case of any dispute of the interpretation on any clause in the terms and conditions of the contract, decision of Competent Authority will be final and binding on the contractor.
31. Preferably billing of contractor will be made on monthly basis.
32. Approval of suitable extensions of time beyond the duration of the contract period shall be given by the tender accepting authority as per Indian Railway General Condition of Contract for Consultancy (2018 edition) corrected up to date of opening of tender.
33. **Quantity variation:** Quantity shall be varied as per Indian Railway General Condition of Contract for Consultancy (2018 edition) corrected upto date of opening of tender.
34. **Price Variation & Mobilization Advance:** PVC is not applicable in this contract and not payable to contractor. No any advance including mobilization is payable in this contract.
35. **Maintenance Period**
  - For Supply, consultancy, housekeeping and hiring items.  
The maintenance period is limited to date of completion of work.
  - **All services other than mentioned in clause 33.1 above.**  
The tenderer(s) shall be required to maintain the work effectively for a period of six months from the date of completion as per the General Conditions of Contract for Services (2018 edition) corrected up to date of opening of tender.
36. In case of any dispute jurisdiction of the court will be at Chandigarh area only shall be applicable.

**CONTRACT FORMS**

This Section contains forms which, once completed, will form part of the Contract. The forms for Performance Guarantee and Contract Agreement, when required, shall only be completed by the successful Tenderer after contract award.

All italicized text is for guidance how to prepare the various forms and shall be deleted from the final documents.

**Contract Agreement (Form COF/2)**

THIS AGREEMENT made the.....day of.....between....[Name of the HRIDC....  
...(hereinafter “the HRIDC”), of the one part, and....[name of the Consultant]..1...  
(hereinafter “the Consultant”), of the other part:

WHEREAS the HRIDC desires that the Works known as . . . [name of the Contract] . . .  
should be executed by the Contractor, and has accepted a tender by the Contractor/s for the  
execution and completion of these Works and the remedying of any defects therein,

The HRIDC and the Contractor/s agree as follows:

2. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Contract documents referred to.

3. The following documents shall be deemed to form and be read and construed as part of this Agreement. This Agreement shall prevail over all other Contract documents.

- the Letter of Acceptance
- the Letter of Bid
- the Addenda Nos. . . . [insert addenda numbers if any]. ....
- Invitation of Tender
- Instructions to Tenderer/s with Tender Data Sheet, Evaluation & Qualification Criteria and Tender Forms
- the Special Conditions of Contract
- the General Conditions of Contract
- Contract Forms
- The Specification
- The Drawings;
- the HRIDC’s Requirements
- the completed Schedules including (priced Bill of Quantities)
- Any other documents

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<sup>1</sup> In case Consultant is a Joint Venture the ‘name of the Consultant’ shall be inserted as under :  
“the JointVentureunderthenameandtitleof.....,comprisingof...[LeadPartner];.....;and.....”

4. In consideration of the payments to be made by the HRIDC to the Contractor as indicated in this Agreement, the Contractor/s hereby covenants with the HRIDC to execute the Works and to remedy defects therein in conformity in all respects with the provisions of the Contract.

5. 4. The HRIDC hereby covenants to pay the Contractor/s in consideration of the execution and completion of the Works and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

The Contract Price shall be INR\_\_\_\_\_

The above amount includes all taxes, royalties, duties, fees, cess, octroi, other levies etc. and any tax to be deducted at source. The Goods and Services Tax (GST) is included in the cost of tender and shall not be paid extra.

The Contractor/s shall complete the Works within \_months from the date as stipulated in in the Letter of Acceptance or Notice to Proceed, issued by the HRIDC.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of . . . [name of the borrowing country]on the day, month and year indicated above.

Signed by .....  
for and on behalf of the HRIDC

Signed by .....  
for and on behalf the Contractor/s

in the presence of  
Witness, Name, Signature, Address, Date

In the presence of  
Witness, Name, Signature, Address, Date

**Contract Performance Guarantee (Form COF/3)**

**(BANK GUARANTEE)**

(On non-judicial stamp paper of the appropriate value in accordance with stamp Act. The stamp paper to be in the name of Executing Bank)

From:

Name and Address of the Bank....

.....

To:

Deputy General Manager (Projects)

Haryana Rail Infrastructure Development Corporation Ltd.,

SCO 17-18-19, 3rd Floor,

Sector-17A, Chandigarh

WHEREAS, Haryana Rail Infrastructure Development Corporation Ltd., hereinafter called the HRIDC, acting through [Insert Designation and address of the HRIDC's Representative], has accepted the bid of [Insert Name and address of the Contractor/s], hereinafter called the Contractor/s, for the work of [Insert Name of Work], vide Notification of Award No. [Insert Notification of Award No.].

AND

WHEREAS, the Contractor/s is required to furnish Performance Guarantee for the sum of [Insert Value of Performance Guarantee required], in the form of bank guarantee, being a condition precedent to the signing of the contract agreement.

WHEREAS, [Insert Name of the Bank], with its Branch [Address] having its Headquarters office at [Address], hereinafter called the Bank, acting through [Designation(s) of the authorized person of the Bank], have, at the request of the [Insert name of the Consultant], agreed to give guarantee for performance security and additional performance security as hereinafter contained:

1. KNOW ALL MEN by these present that I/We the undersigned [Insert name(s) of authorized representatives of the Bank], being fully authorized to sign and incur obligations for and on behalf of the Bank, confirm that the Bank, hereby, unconditionally and irrevocably guarantee to pay the HRIDC the full amount in the sum of [Insert Value of Performance Security required] as above stated.

2. The Bank undertakes to immediately pay on presentation of demand by the HRIDC any amount up to and including aforementioned full amount without any demur, reservation or recourse. Any such demand made by the HRIDC on the Bank shall be final, conclusive and binding, absolute and unequivocal notwithstanding any disputes raised/ pending before any Court, Tribunal, Arbitration or any Authority or any threatened litigation by the HRIDC of

Bank.

**3.** On payment of any amount less than aforementioned full amount, as per demand of the HRIDC, the guarantee shall remain valid for the balance amount i.e. the aforementioned full amount less the payment made to the HRIDC.

**4** The Bank shall pay the amount as demanded immediately on presentation of the demand by HRIDC without any reference to the Consultant and without the HRIDC being required to show grounds or give reasons for its demand or the amount demanded.

**5.** This Bank Guarantee is unconditional and irrevocable.

**6** The guarantee hereinbefore shall not be affected by any change in the constitution of the Bank or in the constitution of the Consultant.

**7** The Bank agrees that no change, addition, modifications to the terms of the Contract Agreement or to any documents, which have been or may be made between the HRIDC and the Contractor, will in any way release us from the liability under this guarantee; and the Bank, hereby, waives any requirement for notice of any such change, addition or modification to the Bank.

**8** This guarantee is valid and effective from the date of its issue, which is [insert date of issue]. The guarantee and our obligations under it will expire on [Date to be filled as mentioned in SCC]. All demands for payment under the guarantee must be received by us on or before that date.

**9** The Bank agrees that the HRIDCs right to demand payment of aforementioned full amount in one instance or demand payments in parts totaling up to the aforementioned full amount in several instances will be valid until either the aforementioned full amount is paid to the HRIDC or the guarantee is released by HRIDC before the Expiry date.

**10** The Bank agrees that its obligation to pay any amount demanded by the HRIDC before the expiry of this guarantee will continue until the amount demanded has been paid in full.

**11**The expressions Bank and HRIDC herein before used shall include their respective successors and assigns.

**12** The Bank hereby undertakes not to revoke the guarantee during its currency, except with the previous consent in writing of the HRIDC. This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No. 758.

**13.** The Guarantee shall be in addition to and without prejudice to any other security Guarantee (s) of the Contractor/s in favour of the HRIDC available with the HRIDC. The Bank, under this Guarantee, shall be deemed as Principal Debtor of the HRIDC.

Date.....

Place.....

[Signature of Authorised person of Bank]



.....  
[Name in Block letters]  
.....  
[Designation]  
.....  
[P/Attorney] No.  
.....  
Bank's Seal  
[P/Attorney] No.....

Witness:

1. Signature

Name & Address & Seal

2. Signature

Name & address & Seal

Note:

- 1 All italicized text is for guidance on how to prepare this bank guarantee and shall be deleted from the final document.
- 2 In case the guarantee is issued by a foreign Bank, which does not have operations in India, the said bank shall have to provide a counter-guarantee by State Bank of India.
- 3, The Bank Guarantee should be duly attested by Notary public with notarial stamp of appropriate value affixed thereon.

## **SCOPE OF WORK**

### **Background and purpose**

Haryana Rail Infrastructure Development Corporation Ltd. is a 51:49 joint venture by the State Government of Haryana and Ministry of Railways under the provisions of Section 2(45) of Company's Act 2013. It is mandated to undertake project development, mobilization of financial resources and implement projects primarily in the state of Haryana.

HRIDC has developed various projects like Haryana Orbital Rail Corridor (HORC), Karnal-Yamunanagar new Rail line, Jind-Hansi New Rail Line, Kurukshetra Elevated Track, Jind Bypass line etc in the state of Haryana. For successful implementation of these projects various activities in c/w planning, procurement, finalizing technical standards and implementation of various works close coordination is required with State/Central Govt. and other offices. Keeping in view the quantum of work, for field survey and site inspections of above mentioned projects a vehicle of type Toyota Innova Crysta on monthly basis for the use of HRIDC officers at Gurugram.

### **ANNEXURE - INSTRUCTIONS REGARDING ELECTRONIC TENDERING SYSTEM**

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

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

#### **Obtaining a Digital Certificate:**

The tenders submitted online should be encrypted and signed electronically with a Digital Certificate to establish the identity of the tenderer/s bidding online. These Digital Certificates are issued by an Approved Certifying Authority, by the Controller of Certifying Authorities, Government of India.

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>

The Tenderer/s may obtain Class-II or III digital signature certificate from any Certifying Authority or Sub-certifying Authority authorized by the Controller of Certifying Authorities

or may obtain information and application format and documents required for the issue of digital certificate from.

The tenderer/s must ensure that he/she comply by the online available important guidelines at the portal <https://etenders.hry.nic.in> for Digital Signature Certificate (DSC) including the e- Token carrying DSCs.

Contact Person: 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

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 tender /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). 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.

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 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.

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.

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

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

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

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

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

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

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 tenderers/ 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.

Preparation & Submission of Online Applications/Tenders:

Detailed Tender documents may be downloaded from e-tendering website (<https://etenders.hry.nic.in>) as per details given in ITT 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 Tender 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.

Only Electronic Form (Refer Tender document).

FINANCIAL or Price Bid PROPOSAL shall be submitted mandatorily online under Commercial Envelope and original not to be submitted manually)

**NOTE:**

Tenderers participating in online tenders shall check the validity of his/her Digital Signature Certificate before participating in the online Tenders at the portal <https://etenders.hry.nic.in>. For help manual please refer to the 'Home Page' of the e-tendering website at <https://etenders.hry.nic.in> and click on the available link 'How to...?' to download the file. In the first instance, the online payment details of tender document fee + e-Service & PQQ/Technical Envelope shall be opened. Henceforth financial bid quoted against each of the item by the shortlisted tenderer/ Agency wherever required shall be opened online in the presence of such tenderers/ agency who either themselves or through their representatives choose to be present. The tenderer can submit online their bids as per the dates mentioned in the schedule/Key Dates above.

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.

Tender No: HRIDC/VEH/DIR/238/2021/23

**Other Information:**

The intending Contractors shall fill in the item rate in the online templates of the tender.

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.

Tenderer/s must strictly abide by the stipulations set forth in detailed notice inviting tenders while tendering for the work.

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.

The tenders which are not accompanied by the earnest money or do not strictly follow the technical requirement, are liable to be rejected summarily without arising any reason and no claim what so ever on their account will be considered.

Tenders quotations which are dependent upon the quotations of another tender shall be summarily rejected.

HRIDC Contact: DGM (Project), HRIDC, Chandigarh, Phone: 0172-2715644 Email: - dgmphridc@gmail.com.

**Name of work:** Hiring of 1 No. AC vehicle i.e. Innova Crysta on monthly basis for the use of HRIDC officer at Gurugram

**SCHEDULE OF APPROXIMATE QUANTITIES AND RATES.**

Sr. No.	NS Item No.	Description	Type of Vehicle	Quantity	Unit	Rate	Amount
<b><u>SCHEDULE 'A'</u></b>							
1	NS/1	Hiring of 1 No. AC vehicle i.e. Innova Crysta on monthly basis for the use of HRIDC officer at Gurugram					
	(a)	Fix Charges up to Km 2500 per month. (1 Veh. x 24 months = 24 vehicle months)	Innova Crysta (or equivalent)	24.00	Per vehicle Per Month	67,000/-	16,08,000.00
	(b)	Extra charges beyond km 2500. (7300 Kms for 24 months)		7300.00	Per Km.	17.00/-	1,24,100.00
<b>Total of Schedule-"A" Rs.</b>							<b>17,32,100.00</b>

**NOTES:**

- 1) The financial Schedule is provided in the online e-procurement portal of Haryana Govt.
- 2) Only one single percentage above/below/at par the on total estimated value for the tender shall be quoted by the tenderer in the financial schedule and any tenderer quoting rates other than single percentage shall be summarily rejected.
- 3) The rates/ percentage shall not be quoted elsewhere in the tender document uploaded on portal.

Signature of Tenderer/s \_\_\_\_\_  
Address \_\_\_\_\_

Tender No: HRIDC/VEH/DIR/238/2021/23

**Name of work:-** Hiring of 1 No. AC vehicle i.e. Innova Crysta on monthly basis for the use of HRIDC officer at Gurugram.

**OFFER SHEET**

**I/We offer and agree to execute the work as per specifications, rate, terms and conditions of this tender at the following rates.**

**Date of opening:- 01.09.2021 at 15:30 hrs.**

S. N.	Total estimated Value for the tender	Rate to be quoted by tenderer(s) in percentage above/ below/at par on the total estimated value specified in adjacent column (In figures & words)
1	Rs.8,84,000/- ( Eight Lac Eighty Four Thousand only)	..... % Above/ below /at par the total estimated value for the tender –(In figures) ..... .....% Above /below/at par the total estimated value for the tender (In words).

**Note:-**

- 1) **The financial Schedule is provided in the online e-procurement portal of Haryana Govt.**
- 2) **Only one single percentage above/below/at par the on total estimated value for the tender shall be quoted by the tenderer in the financial schedule and any tenderer quoting rates other than single percentage shall be summarily rejected.**
- 3) **The rates/ percentage shall not be quoted elsewhere in the tender document uploaded on portal.**

**Signature of Tenderer/(s)**

Address .....

.....

“END OF TENDER DOCUMENT”