

**HARYANA RAIL INFRASTRUCTURE DEVELOPMENT  
CORPORATION LIMITED**

**(A Joint Venture of Government of Haryana and Ministry of Railways)**

**BID DOCUMENT  
For**

**Third Party Agency (TPA) for Inspection and Certification of  
Fabrication of Steel Girders and Bearings of HORC Project.**

**Bid No** : HORC/HRIDC/GGN/2024/TPA/01  
**Contract title** : Third Party Agency (TPA) for Inspection and Certification of Fabrication of Steel Girders and Bearings of HORC Project  
**Project** : Haryana Orbital Rail Corridor Project  
**Employer** : Haryana Orbital Rail Corporation Limited (HORCL)  
**Country** : INDIA

**Issued on** : 02.02.2024

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# **Section 1**

## **Instructions to Agencies (ITA)**

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## Section 1: Instructions to Agencies (ITA)

### A. General

#### 1. Introduction and Scope of Bid

- 1.1. Haryana Rail Infrastructure Development Corporation Limited (HRIDC), invites National Competitive Bids (NCB) on behalf of Haryana Orbital Rail Corridor Limited (HORCL) hereinafter called “the Employer” to provide the services of “Third Party Agency for Inspection and Certification of Fabrication of Steel Girders and Bearings of HORC Project”. The detailed Scope of the Services are specified in Section 5: Employer’s Requirements (Terms of Reference/ Technical Specifications) of this Bidding Document. Agency must meet the Eligibility Criteria Specified in ITA Clause 4 and Section 3, EQC.
- 1.2. The Bid number is as specified in **BDS**.
- 1.3. Haryana Rail Infrastructure Development Corporation LTD (HRIDC) having its office at, IRCON Tower, Plot No. 16, Sector-32, Gurugram, Haryana- 122003 has been appointed as the implementing agency of the HORC project by HORCL.
- 1.4. M/s RITES-SMEC Pty consortium have been appointed as the General Consultant (GC) for the HORC project.
- 1.5. Throughout these Bidding Documents:
  - a) the term “in writing” means communicated in written form (e.g., by mail, e-mail, fax, including, if specified in the **BDS**, distributed or received through electronic-procurement system used by the Employer) with proof of 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.
  - c) “day” means calendar day.
  - d) “The word “tender” is synonymous with “bid” or “proposal”, the word tenderer with “bidder” or “proposer” or “Agency”, the words “tender documents” with “bidding documents” and “request for bids documents” with “request for proposal documents”, as applicable.”

#### 2. Source of Funds

- 2.1 Unless otherwise specified in the BDS, the required funds will be provided by HORCL.

#### 3. Corrupt Practices

- 3.1 The Employer requires that Agencies observe the highest standard of ethics during the

procurement and execution of such contracts. In pursuance of this policy, the Employer

- a)** defines, for the purposes of this provision, the terms set forth below as follows:
- (i) "coercive practice" means impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;
  - (ii) "collusive practice" means an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;
  - (iii) "corrupt practice" means the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;
  - (iv) "fraudulent practice" means any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation.
  - (v) "theft" means the misappropriation of property belonging to another party
- b)** will reject a bid for award if it determines that the Agency recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract; and
- c)** will sanction a party or its successor, including declaring ineligible, either indefinitely or for a stated period of time, to participate in Employer's activities, if it at any time determines that the firm has, directly or through an agent, engaged in corrupt, fraudulent, collusive, or coercive practices in competing for, or in executing a contract of the Employer.

#### **4. Eligible Agencies**

##### **4.1**

- a) Only firms that are Registered or Incorporated in India are eligible to take part in the above Bid.
- b) The Agency may be an Individual or a Partnership Firm or a Company registered under the relevant applicable laws.
- c) In case of Foreign Company, it should be registered in India under relevant legislation or company shall have required approval / permissions from RBI/FEMA for carrying out business in India. The proof of registration/approval/permission should be enclosed.

##### **4.2 Joint Venture (JV)/Consortium**

Joint Venture/Consortium is NOT permitted to take Part in the above Bid.

- 4.3** An Agency shall not have conflict of interest. All Agencies found to have a conflict of interest shall be disqualified. An Agency may be considered to be in conflict of interest with one or more parties (i.e. Agencies participating in the Bid, the General Consultant (GC), HRIDC, HORCL and Contractors of HORC Project) in this bidding 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 bid; or
- d) they have a 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 Bid of another Agency, or
- e) an Agency participates in more than one bid in this bidding process. Participation by a Agency in more than one Bid shall result in the disqualification of all Bids in which the party is involved; or
- f) It should be noted that the 'Agency' shall not combine itself with those of a Construction contractor and designer of construction Contractor and shall furnish an undertaking to the effect that the 'Third Party Agency' agrees to limit its role to that of a Agency and to disassociate itself, its associates/affiliates from work in any other capacity (including Biding relating to any goods or services for any part of the work) on this work other than that of Agency; or

**4.4** The Agency shall be disqualified if:

- a) The Agency or any of its constituents has been blacklisted/ banned business dealings by any Government Department, Government Agency or public sector undertaking at any time, except in cases where such blacklisting/banning has been withdrawn by Competent Authority or ceased on the deadline for submission of the bid, for which satisfactory evidence is to be produced.
- b) Any previous contract of the Agency or any of its constituents had been terminated/rescinded for Agencies failure by Haryana Rail Infrastructure Development Corporation Limited (HRIDC) during the period of last 2 years before the deadline for submission of bid;

Provided, however, there is no stay order or declaration by any Court against such termination or rescission of the Contract by the Haryana Rail Infrastructure Development Corporation Limited.

- c) The Agency 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 bid.
- d) The Agency is found ineligible by the Employer in accordance with ITA 3.
- e) The Agency or its constituent has been found by HRIDC to be poor performer in any earlier contract.
- f) The Agency or any of its constituent has been issued a show cause notice for poor performance/banning/blacklisting of business or order for suspension of business by Competent Authority of HRIDC. However, if the Agency is exonerated of the default



before completion of the technical evaluation of bids, his bid will be considered for evaluation.

g) Deleted

**5. Deleted**

**B. Contents of Bidding Document**

**6. Sections of Bidding Document**

6.1 The Bidding Document consists of following Sections indicated below and should be read in conjunction with any Addenda/Corrigenda issued in accordance with ITA 8.

**Section 1:** Instructions to Agencies (ITA)

**Section 2:** Bid Data Sheet (BDS)

**Section 3:** Evaluation and Qualification Criteria (EQC)

**Section 4:** Bidding Forms (BDF)

**Section 5:** Employer's Requirements (Terms of Reference/ Technical Specifications)

**Section 6:** General Conditions of Contract (GCC)

**Section 7:** Special Conditions of Contract (SCC)

**Section 8:** Contract Forms (COF)

6.2 The Invitation for Bids (IFB) issued by the Employer shall be part of the Bidding Document.

6.3 The Employer is not responsible for the completeness of the Bidding Document and their Addenda/Corrigenda, if they were not obtained directly from the source stated by the Employer in the BDS.

6.4 The Agency 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 Bid.

**7. Clarification of Bidding Document, Site Visit, Pre-Bid Meeting**

7.1 While all efforts have been made to avoid errors in the drafting of the Bidding Document, the Agency is advised to check the same and seek clarifications within the period stated in **BDS**. No claim on account of any errors detected in the Bidding Document shall be entertained. A prospective Agency requiring any clarification of the Bidding Document shall contact the Employer in writing at the Employer's address indicated in the **BDS**. The Employer will respond in writing to any request for clarification, provided that such request is received within schedule period sated in **BDS**. Should the Employer deem it necessary

to amend the Bidding Document as a result of a request for clarification, it shall do so following the procedure under ITA 8 and ITA 22.2.

- 7.2 The Agency is advised to visit and examine the site of Works and its surroundings and obtain for itself, on its own responsibility, all information that may be necessary for preparing the Bid and entering into a contract for consultancy services. The costs of visiting the Site shall be at the Agencies own expense. No Site Visit will be arranged by the Employer.
- 7.3 The Agency and any of its personnel or agents will be granted permission by the Employer to enter upon its premises and lands for the purpose of such visit, but only upon the express condition that the Agency, its personnel, and agents will release and indemnify the Employer and its personnel and agents from and against all liability in respect thereof, and will be responsible for death or personal injury, loss of or damage to property, and any other loss, damage, costs, and expenses incurred as a result of the inspection.
- 7.4 The Agencies designated representative is invited to attend a pre-bid meeting, if provided for in the **BDS**.
- 7.5 The Agency is requested to submit any queries in writing, to reach the Employer as specified in **BDS**.
- 7.6 Minutes of the Pre-Bid Meeting, including the text of the queries raised, without identifying the source, and the responses given, together with any responses prepared after the meeting, will be uploaded on HRIDC website [www.hridc.co.in](http://www.hridc.co.in) . Any modification to the Bidding Document, that may become necessary as a result of the Pre-Bid Meeting, shall be made by the Employer exclusively through the issue of an addendum/Corrigendum pursuant to ITA 8.
- 7.7 Non-attendance at the Pre-Bid Meeting will not be a cause for disqualification of a Agency.

## **8 Amendment of Bidding Document**

- 8.1 At any time prior to the deadline for submission of bids, the Employer may amend the Bidding Document by issuing addenda/Corrigenda.
- 8.2 Any addendum/Corrigendum issued shall be part of the Bidding Document and shall be communicated in writing as specified in the **BDS**. The onus is on the Agencies to see the addenda/Corrigenda.
- 8.3 To give prospective Agencies reasonable time in which to take an addendum/Corrigendum into account in preparing their bids, the Employer may, at its discretion, extend the deadline for the submission of bids, pursuant to ITA 22.2

## **C. Preparation of Bids**

### **9 Cost of Bidding**

- 9.1 The Agency shall bear all costs associated with the preparation and submission of its Bid

and the Employer shall not be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

## **10 Language of Bid**

- 10.1 The Bid, as well as all correspondence and documents relating bid exchanged by the Agency and the Employer, shall be written in English language. Supporting documents and printed literature that are part of the Bid and provided in another language provided should be accompanied by an accurate translation of the relevant passages in English in which case, for purposes of interpretation of the Bid, such translation shall govern.

## **11 Documents Comprising the Bid**

- 11.1 The Bid shall comprise two parts submitted simultaneously, one called the Technical Bid containing the documents listed in ITA 11.4 and the other the Financial Bid containing the documents listed in ITA 11.5.

The Agency is not required to sign and submit entire Bid document issued by the Employer (i.e. Section 1, Section 2, Section 3, Section 4, Section 5, Section 6, Section 7, and Section 8) with any Addenda/Corrigenda issued in accordance with ITA 8 in its submission on eProcurement portal. The master copy of Bid Document published on Procurement portal shall be available with HRIDC which shall be final and binding. The Agency shall submit their Bid as mentioned in ITA 21.

- 11.2 Technical Bid shall be opened at the address, date and time specified in ITA Sub-Clause 25.1 for the Bids accompanied by an enforceable and compliant Bid security as per ITA Clause 19. The Technical Bid shall only be evaluated by the Employer. No amendments or changes to the Technical Bid are permitted after submission of Bids. The Financial Bid shall be evaluated in accordance with ITA 35.

- 11.3 Deleted.

- 11.4 The Agency shall submit all the documents in its Technical Bid as per the Checklist (Form CL) given in Section 4: Bidding Forms.

- 11.5 The Agency shall submit all the documents in its Financial Bid as per the Checklist (Form CL) given in Section 4: Bidding Forms.

## **12 Letter of Bid and Bill of Quantities**

- 12.1 The Agency shall submit the Letter of Technical Bid using the appropriate forms furnished in Section 4: Bidding Forms. These forms must be completed without any alterations to their format, text and no substitutes shall be accepted. All blank spaces shall be filled with the information requested.

- 12.2 The Agency shall submit, as part of the Financial Bid, the Letter of Financial Bid, the completed Bill of Quantities uploaded on eProcurement portal.

### **13 Alternative Bids**

- 13.1 Unless otherwise indicated in the **BDS**, alternative bids shall not be accepted.
- 13.2 When alternative times for completion are explicitly invited, a statement to that effect will be included in the **BDS**, as will the method of evaluating different periods for completion

### **14 Bid Prices**

- 14.1 The prices shall quoted by the Agency in the Financial Bid only.
- 14.2 In the Bill of Quantities, the Agency shall quote single percentage (%) Excess (+) or Less (-) on the estimated amount for Item No. 1 and Item No. 2 in the prescribed place of Bill of Quantities in MS-Excel file in Indian Rupees (INR) only..
- 14.3 The price to be quoted in the Financial Bid shall be the total price of the Bid.
- 14.4 All duties, taxes [including Goods and Service Taxes (GST)] and other levies payable by the Agency under the Contract, or for any other cause, as on the Base Date (i.e. 28 days prior to the deadline for submission of bids) shall be included in the total Bid Price submitted by the Agency.

### **15 Currencies of Bid and Payment**

- 15.1 The currency of the Bid and the payment currency shall be INR only. The Agency shall quote the entire lumpsum price in Indian Rupees (INR) only.

### **16 Documents Comprising the Technical Bid**

- 16.1 The Agency shall furnish a commitment in Letter of Technical Bid for deployment of Key Personnel as stipulated in Section 5: Employer's Requirements.
- 16.2 Documents stipulated in ITA 11.4

### **17 Documents Establishing the Qualifications of the Agency**

- 17.1 To establish Agency eligibility in accordance with ITA 4, Bidder shall complete the Letter of Technical Bid.
- 17.2 To establish its qualifications to perform the Contract, the Agency shall provide the information requested in the corresponding information sheets included in Section 4, Bidding Forms.

### **18 Period of Validity of Bids**

- 18.1 Bids shall remain valid for a period of **90 days** after the bid submission deadline date prescribed by the Employer. A bid valid for a shorter period shall be rejected by the employer as non-responsive.

18.2 In exceptional circumstances, prior to the expiration of the Bid validity period, the Employer may request Agencies to extend the period of validity of their bids. The request and the responses shall be made in writing. Agency may refuse the request without forfeiting its Bid security. Agency granting the request shall not be required or permitted to modify its Bid.

## 19 Bid Security

19.1 Unless otherwise specified in the BDS, the Agency shall furnish as part of its bid, a Bid Security in the amount of Indian Rupees as specified in the **BDS**. (No interest shall be payable by the Employer on the Bid Security Amount).

19.2 The Bid Security amount shall be paid as specified in the **BDS**.

19.3 Any bid not accompanied by an enforceable and compliant Bid Security shall be considered as non-responsive.

19.4 The Bid Security of unsuccessful Agencies shall be returned as promptly as possible upon the successful Agencies furnishing of the Performance Security pursuant to ITA 41.

19.5 The Bid Security of the successful Agency shall be returned as promptly as possible once the successful Agency has signed the Contract and furnished the required Performance Security pursuant to ITA 41.

19.6 The Bid Security may be forfeited:

- a) If a Agency withdraws its Bid during the period of Bid validity specified by the Agency on the Letter of Bids, except as provided in ITA 18.2 or
- b) If an Agency misrepresents or omits the facts in order to influence the procurement process;
- c) If the successful Agency fails to:
  - (i) sign the Contract in accordance with ITA 40;
  - (ii) furnish a Performance Security in accordance with ITA 41;
  - (iii) accept the correction of its Bid Price pursuant to ITA 32.

## 20 Format and Signing of Bid

20.1 The Technical Bid (comprising of documents specified in ITA 11.4) and Financial Bid (comprising of documents specified in ITA 11.5) shall be submitted in accordance with the requirements of the Bid Documents as mentioned in ITA 21.1.

20.2 The Bid Document shall be signed by a person duly authorized to sign on behalf of the Agency. This authorization shall consist of a written confirmation as specified below using Form ELI-1.2 given in Section 4, Bidding Forms. The name and position held by each person signing the authorization must be typed or printed below the signature. All pages of the Bid,

except for un-amended printed literature, shall be signed or initialed by the person signing the Bid.

The written confirmation of authorization (POA) to sign on behalf of the Agency shall consist of:

- a) In case of Private/Public Companies or Limited Liability Partnership (LLP) firms, a Power of Attorney 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 Proprietary Agency, Notary certified copy of Proprietorship Affidavit.
- c) In case of Partnership firms, Power of Attorney duly signed by all the Partners and Notary certified copy of the Partnership Deed.
- d) In case of Limited Liability Partnership (LLP) firms, a Power of Attorney issued by the LLP in favour of the individual to sign the Bid on behalf of the LLP and create liability against the LLP.

20.3 Any interlineations, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the Bid.

20.4 If during technical evaluation stage, POA submitted by the Agency is not found in the correct format, Employer will send written (Courier/email with PDF attachment) request to the Authorized Representative for rectification of POA in accordance with format prescribed in Section 4, Bidding Forms, specifying the deadline for receipt of POA in correct form. If a Agency does not provide the Power of Attorney in correct form within the stated date and time set in the Employer's request for correction of POA, its Bid is liable to be rejected.

## **D. Submission and Opening of Bids**

### **21 Sealing and Marking of Bids**

21.1 The Agency shall upload their Bids online as specified in the **BDS**.

21.2 Bids sent telegraphically or through any other means of transmission except as mentioned above shall be treated as invalid and shall stand rejected.

21.3 Deleted.

### **22 Deadline for Submission of Bids**

22.1 The Bid submission is through the eProcurement portal only as specified in ITA 21.1.

The Agency shall submit its Bid before expiry of the date and time for Bid submission indicated in the **BDS**.

22.2 The Employer may, at its discretion, extend the deadline for the submission of Bids by

amending the Bidding Document in accordance with ITA 8, in which case all rights and obligations of the Employer and Agencies previously subject to the deadline shall thereafter be subject to the deadline as extended.

### **23 Late Bids**

23.1 Submission of Bids shall be closed on eProcurement portal on the date & time of submission as prescribed in ITA 22.1 after which no Bid can be uploaded.

### **24 Withdrawal, Substitution, and Modification of Bids**

24.1 The Bidder may modify, substitute or withdraw its e-Bid after submission prior to the deadline for submission of Bids. For modification of e-Bid, Bidder has to detach its old Bid from eProcurement portal and upload/ resubmit digitally signed modified Bid. For withdrawal of a bid, Bidder has to click on withdrawal icon at eProcurement portal and can withdraw its e-Bid. Before withdrawal of a bid, it may specifically be noted that after withdrawal of a bid for any reason, Bidder cannot re-submit its e-Bid again.

24.2 No Bid may be withdrawn, substituted, or modified in the interval between the deadline for submission of Bids and the expiration of the period of Bid validity period specified on the Letter of Bid or any extension thereof.

### **25 Technical Bid Opening**

25.1 The Employer shall conduct the electronic opening of Bids on e-Procurement portal on the date, time and place as specified in the **BDS**.

The opening of the Bids and subsequent details can be viewed by the Agency by logging on the e-Procurement portal. Alternatively, any Agency who wish to attend the Bid opening can be present during the opening. The Agencies Representatives who are present shall be requested to mark their attendance on the format available with the Employer.

25.2 "FINANCIAL BID" submitted online on eProcurement portal shall remain unopened in the eProcurement portal until the date and time of opening of Financial Bid. The date and time of the opening of the Financial Part will be notified to all the Agencies on eProcurement portal whose Bid is found to be substantially responsive and qualified in technical evaluation as specified in ITA 29.

25.3 At the time of opening of the Technical Bid, the following shall be read out and recorded:

- a) the name of the Agency;
- b) the presence or absence of a Bid Security; and
- c) any other details as the Employer may consider appropriate.

25.4 The Employer shall prepare a record of the opening of Technical Bid that shall include, as a minimum, the name of the Agency, the presence or absence of Bid.

- 25.5 At the Bid opening the Employer shall neither discuss the merits of any Bid nor reject any Bid.

### **E. Evaluation and Comparison of Bids**

#### **26 Confidentiality**

- 26.1 Information relating to the examination, evaluation & comparison, qualification of Bids and recommendation of contract award, shall not be disclosed to Agencies or any other persons not officially concerned with such process until information on Contract award is communicated to all Agencies.
- 26.2 Any attempt by a Agency to influence the Employer in the examination, evaluation & comparison and qualification of the Bids or Contract award decisions may result in the rejection of its Bid.
- 26.3 Notwithstanding ITA Sub-Clause 26.2, from the time of opening the Bid to the time of Contract award, if any Agency wishes to contact the Employer on any matter related to the bidding process, it should do so in writing.

#### **27 Clarification of Bids**

- 27.1 To assist in the examination, evaluation & comparison and qualification of the Bids, the Employer may, at its discretion, ask any Agency for a clarification of its Bid. Any clarification submitted by a Agency that is not in response to a request by the Employer shall not be considered. The Employer's request for clarification and the response shall be in writing. No change in the prices or substance of the Bid shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the Employer in the evaluation of the Financial Bid, in accordance with ITA 32.
- 27.2 If an Agency does not provide clarifications of its Bid by the date and time set in the Employer's request for clarification, their Bid shall be evaluated as per the available information in the submitted Bid.

#### **28 Deviations, Reservations, and Omissions**

- 28.1 During the evaluation of bids, the following definitions apply:
- a) "Deviation" is a departure from the requirements specified in the Bidding 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 Bidding Document.

#### **29 Determination of Responsiveness**

- 29.1 The Employer's determination of a Bid's responsiveness is to be based on the contents of the Bid itself, as defined in ITA 11.



29.2 A substantially responsive bid is one that meets the requirements of the Bidding 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 Services specified in the Contract; or

(ii) limit in any substantial way, inconsistent with the Bidding Document, the Employer's rights or the Agencies obligations under the proposed Contract; or

b) if rectified, would unfairly affect the competitive position of other Agencies presenting substantially responsive bids.

29.3 The Employer shall examine the technical aspects of the Bid submitted in accordance with ITA 11, ITA 16 and ITA 17 in particular, to confirm that all requirements of Bid Document have been met without any material deviation or reservation or omission.

29.4 If a bid is not substantially responsive to the requirements of the Bidding Document, it shall be rejected by the Employer and may not subsequently be made responsive by correction of the material deviation, reservation, or omission.

### **30 Nonconformities, Errors, and Omissions**

30.1 Provided that a bid is substantially responsive, the Employer may waive any nonconformities in the bid that do not constitute a material deviation, reservation or omission.

30.2 Provided that a bid is substantially responsive, the Employer may request that the Agency submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities in the bid related to documentation requirements. Requesting information or documentation on such nonconformities shall not be related to any aspect of the price of the Bid. Failure of the Agency to comply with the request may result in the rejection of its Bid.

### **31 Financial Bid Opening.**

31.1 Following the completion of the evaluation of the Technical Bids of the Agencies, the Employer shall notify in writing those Agencies whose Technical Bids were considered non-responsive to the requirements of Bid Document or failed to meet the Qualification Criteria, advising them of the following information:

(a) the grounds on which Technical Bid of Agency failed to meet the requirements of the Bid Document; and

- (b) their “FINANCIAL BID” shall remain unopened on the eProcurement portal; and
  - (c) notify them of the date, time and location of the public opening of “FINANCIAL BID”
- 31.2 The Employer shall, simultaneously, notify in writing those Agencies whose Technical Bids have been evaluated as substantially responsive to the Bid Document and met all Qualifying Criteria, advising them of the following information:
- (a) their technical Bid has been evaluated as substantially responsive to the requirement of Bid Document and met the Qualification Criteria;
  - (b) their “FINANCIAL BID” on eProcurement portal will be opened at the public opening of the Financial Bids; and
  - (c) notify them of the date, time and location of the public opening of the envelopes marked “FINANCIAL BID”.
- 31.3 The “FINANCIAL BID” of Agencies who met the Qualification Criteria and whose Bids were evaluated as substantially responsive, will be opened on eProcurement portal. The Employer shall read out the names of each Agencies, and the total Bid prices, including any discounts and any other details as the Employer may consider appropriate.
- 31.4 The Employer shall neither discuss with Agencies Representative present, if any, the merits of any Bid nor reject any “FINANCIAL Bid”
- 31.5 The Employer shall prepare a record of the Financial Bid opening that shall include, as a minimum:
- (a) the name of the Agency whose Financial Bid was opened; and
  - (b) the Bid price;

A copy of the record (i.e. summary of rates quoted) can be viewed by all Agencies on eProcurement portal after opening of the Financial Bid.

## **32 Correction of Arithmetical Errors**

- 32.1 Provided that the Bid is substantially responsive, the Employer shall correct arithmetical errors in the Financial Bid on the following basis:
- a) if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (a) and (b) above.
- 32.2 If the Agency that submitted the lowest evaluated bid does not accept the correction of errors, its bid shall be disqualified and its Bid Security shall be forfeited.

## **33 Conversion to Single Currency**

- 33.1 For evaluation and comparison purposes the currency of the Bid Price shall be **Indian Rupees (INR) only** .

## **34 Purchase Preference**

- 34.1 Purchase Preference shall not apply.

34.2 Domestic Preference shall not apply.

**35 Evaluation of Financial Bids**

35.1 The Employer shall evaluate Financial Bid of each Bid for which the Technical Bids have been determined to be substantially responsive.

35.2 To evaluate the Financial Bid, the Employer shall consider the following:

- a) the Bid price;
- b) price adjustment for correction of arithmetic errors in accordance with ITA 32.1;

35.3 Price adjustment provisions of the Conditions of Contract, applied over the period of execution of the Contract, shall not be taken into account in bid evaluation.

**36 Comparison of Bids**

36.1 The Employer shall compare all substantially responsive bids to determine the lowest evaluated bid, in accordance with ITA 32, ITA 33, ITA 34 and ITA 35.

**37 Employer's Right to Accept Any Bid, and to Reject Any or All Bids**

37.1 The Employer reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to contract award, without thereby incurring any liability to Agencies. In case of annulment, Bid Securities, shall be returned to the Agencies as per HORC policies.

**F. Award of Contract**

**38 Award Criteria**

38.1 The Employer shall award the Contract to the Successful Agency. The successful Agency is the Agency whose Bid is determined to be substantially responsive to the Bidding document and the lowest evaluated bid.

**39 Letter of Acceptance (LOA)**

39.1 Prior to the expiration of the period of Bid validity, the Employer shall notify the successful Agency, in writing, that its Bid has been accepted through "Letter of Acceptance" (LOA). "Letter of Acceptance" shall specify the sum that the Employer will pay the Agency in consideration of the of the Services (hereinafter and in the Conditions of Contract and Contract Forms called "the Contract Price") and the requirement for the Agency to remedy any defects therein as prescribed by the Contract.

39.2 Until a formal contract is prepared and executed, the "Letter of Acceptance" shall constitute a binding Contract.

**40 Signing of Contract**

40.1 Promptly after notification, the Employer shall send the successful Agency the Contract

Agreement.

- 40.2 The Parties shall sign a Contract Agreement within 35 days after the Agency is issued the Letter of Acceptance and submission of Performance Security in accordance with the Bidding Document read with the Contract, unless the Conditions of Contract establish otherwise.

**41 Performance Security**

- 41.1 Within twenty-eight (28) days of the issue of Letter of Acceptance from the Employer, the successful Agency shall furnish:

- (a) The Performance Security in accordance with Sub-Clause 3.2 of Conditions of Contract, using for that purpose the Performance Security Form included in Section 8: Contract Forms, or another form acceptable to the Employer.
- (b) Failure of the successful Agency to submit the above-mentioned Performance Security or to sign the Contract Agreement shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security.

**42 Procurement related Complaint**

The procedures for making a Procurement related Complaint is specified below:

The procedures for making a Procurement related Complaint are as specified in the **BDS**.

**43 Jurisdiction of Court**

Jurisdiction of Court in case of dispute or differences arising on account of this Bid:  
Any suit or application, arising out of any dispute or differences on account of this Bid shall be filed in court at Gurugram, Haryana.

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**Section 2**  
**Bid Data Sheet (BDS)**

## Section 2: Bid Data Sheet

This section consists of provisions that are specific to each procurement and supplement the information or requirements included in Section:1-Instructions to Agencies.

### A. Introduction

<b>ITA 1.2</b>	<b>Bid No: HORC/HRIDC/GGN/2024/TPA/01, dated: 02.02.2024</b>
<b>ITA 1.6(a)</b>	<p><b>Electronic – Procurement System</b></p> <p>The Employer shall use the following electronic-procurement system to manage this Bidding process:</p> <p><b>eProcurement portal of Govt. of Haryana (<a href="https://etenders.hry.nic.in">https://etenders.hry.nic.in</a>)</b></p>

### B. Bidding Documents

<b>ITA 6.3</b>	<p><b>Replace ITA 6.3 with the following:</b></p> <p>The complete Bid Document can be viewed/ downloaded by the Bidder from eProcurement portal of Govt. of Haryana <a href="https://etenders.hry.nic.in">https://etenders.hry.nic.in</a>. The Employer is not responsible for the completeness of the Bid Document and their addenda/Corrigenda, if they were not obtained directly from eProcurement portal of Govt. of Haryana <a href="https://etenders.hry.nic.in">https://etenders.hry.nic.in</a> .</p>
<b>ITA 7.1</b>	<p>For <b>Clarification of Bid purposes</b> only, the Employer's address is:</p> <p><b>Attention:</b> Sh. Rajiv Ranjan Kumar</p> <p><b>Designation:</b> Chief Project Manager/West</p> <p><b>Street address:</b> Haryana Rail Infrastructure Development Corporation Limited (HRIDC), IRCON Tower, Plot No. 16, Sector-32, Gurugram, Haryana- 122003</p> <p><b>Floor:</b> 5th floor</p> <p><b>City:</b> Gurugram</p> <p><b>ZIP code:</b> 122003</p> <p><b>Country:</b> India</p> <p><b>Telephone:</b> +91 9310812157</p> <p><b>E-mail:</b> <a href="mailto:horc.etendering@gmail.com">horc.etendering@gmail.com</a></p> <p>Last date for seeking clarifications from the Employer shall be as specified in ITA 7.5.</p>
<b>ITA 7.4</b>	<p><b>Replace the entire Sub-Clause 7.4 with the following:</b></p> <p>There shall be no Pre-Bid Meeting.</p>

<b>ITA 7.5</b>	<p>The Agency is requested to submit any queries in writing, to reach the Employer not later than <b>12.02.2024 by 1800 hrs IST</b>. No further queries shall be entertained by the employer beyond the period mentioned above.</p> <p>The prospective Agencies shall send their queries through email along with an editable soft copy (MS Word) of the queries raised by them on the email id (i.e. <a href="mailto:horc.etendering@gmail.com">horc.etendering@gmail.com</a>). The Agency should use the following format for any Pre-Bid queries:</p> <p>The Agencies should use the following format for any Bid queries:</p> <table border="1" data-bbox="497 600 1430 1048"> <thead> <tr> <th data-bbox="497 600 620 763">Query No.</th> <th data-bbox="620 600 895 763">Reference to Bid Document (Clause/ Para No. &amp; Page No.)</th> <th data-bbox="895 600 1198 763">Brief Description of Clause/ Para No.</th> <th data-bbox="1198 600 1430 763">Query Raised</th> </tr> </thead> <tbody> <tr> <td data-bbox="497 763 620 813">1.</td> <td data-bbox="620 763 895 813"></td> <td data-bbox="895 763 1198 813"></td> <td data-bbox="1198 763 1430 813"></td> </tr> <tr> <td data-bbox="497 813 620 862">2.</td> <td data-bbox="620 813 895 862"></td> <td data-bbox="895 813 1198 862"></td> <td data-bbox="1198 813 1430 862"></td> </tr> <tr> <td data-bbox="497 862 620 911">3.</td> <td data-bbox="620 862 895 911"></td> <td data-bbox="895 862 1198 911"></td> <td data-bbox="1198 862 1430 911"></td> </tr> <tr> <td data-bbox="497 911 620 960">4.</td> <td data-bbox="620 911 895 960"></td> <td data-bbox="895 911 1198 960"></td> <td data-bbox="1198 911 1430 960"></td> </tr> <tr> <td data-bbox="497 960 620 1010">5.</td> <td data-bbox="620 960 895 1010"></td> <td data-bbox="895 960 1198 1010"></td> <td data-bbox="1198 960 1430 1010"></td> </tr> <tr> <td data-bbox="497 1010 620 1048">etc.</td> <td data-bbox="620 1010 895 1048"></td> <td data-bbox="895 1010 1198 1048"></td> <td data-bbox="1198 1010 1430 1048"></td> </tr> </tbody> </table>	Query No.	Reference to Bid Document (Clause/ Para No. & Page No.)	Brief Description of Clause/ Para No.	Query Raised	1.				2.				3.				4.				5.				etc.			
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etc.																													
<b>ITA 7.6</b>	<p><b>Replace ITA 7.6 with the following:</b></p> <p>Replies to Pre-Bid Queries including the text of the questions raised, without identifying the source, and the responses given, together with any responses prepared, will be uploaded on HRIDC website <a href="http://www.hridc.co.in">www.hridc.co.in</a>. Any modification to the Bid Document that may in the sole discretion of the Employer become necessary as a result of the replies to Pre Bid queries shall be made by the Employer exclusively through the use of an Addendum/Corrigendum pursuant to ITA 8.</p>																												
<b>ITA 8.2</b>	<p>Any addendum/Corrigendum issued shall be part of the Bid Document and shall be uploaded on eProcurement portal, <a href="https://etenders.hry.nic.in">https://etenders.hry.nic.in</a>.</p>																												

### C. Preparation of Bids

<b>ITA 11.1</b>	<p><b>Add the following to ITA 11.1:</b></p> <p>The Agency shall submit their Bid online on eProcurement portal (<a href="https://etenders.hry.nic.in">https://etenders.hry.nic.in</a>) as mentioned in para ITA 21.</p>
<b>ITA 19.1</b>	<p>The Agency shall furnish a Bid Security for an amount of <b>INR 4,71,600.00 (INR Four Lakhs Seventy One Thousand Six Hundred Only)</b>.</p>
<b>ITA 19.2</b>	<p>The amount for Bid Security will only be paid online by eligible Agencies on eProcurement Portal of Government of Haryana (<a href="https://etenders.hry.nic.in">https://etenders.hry.nic.in</a>) in favour of Haryana Rail Infrastructure Development Corporation Limited using the electronic payment gateway service.</p>

**D. Submission and Opening of Bids**

<b>ITA 20.1</b>	<p><b>Replace ITA 20.1 with the following:</b>  The Technical Bid (comprising of documents specified in ITA 11.4) and Financial Bid (comprising of documents specified in ITA 11.5) shall be submitted online on eProcurement portal of Government of Haryana (<a href="https://etenders.hry.nic.in">https://etenders.hry.nic.in</a>) only in accordance with the requirements of the Bid Documents.</p>
<b>ITA 20.2</b>	<p><b>Add new para e) at the end of para d)</b></p> <p>e) <i>In case of Foreign Members, 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 Indian Embassy/High Commission or Member Countries of Hague convention may submit these document with “Apostille” stamp.</i></p> <p><i>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.</i></p>
<b>ITA 21</b>	<p><b>Replace ITA 21 with the following:</b></p> <p>21.1 Agencies shall upload their Bid submission online on eProcurement portal (i.e. <a href="https://etenders.hry.nic.in">https://etenders.hry.nic.in</a>) within the stipulated date and time as mentioned in ITA 22.1. The Agencies shall ensure that they retain a copy of the receipt/ acknowledgement of their Bid submission which is generated by the system upon successful submission of Bid online.</p> <p>21.2 Bids sent telegraphically or through any other means of transmission except as mentioned above shall be treated as invalid and shall stand rejected.</p> <p>21.3 No details about Financial Bid shall be submitted/ disclosed directly or indirectly in the Technical Bid failing which the Employer has the right to reject the Bid.</p> <p><b>21.4 Instructions for Online Bid Submission</b></p> <p>The Agencies are required to submit soft copies of their Bids electronically on the eProcurement portal of Government of Haryana i.e., <a href="https://etenders.hry.nic.in">https://etenders.hry.nic.in</a>, using valid Digital Signature Certificates. The instructions given below are meant to assist the Agencies in registering on the eProcurement Portal, prepare their Bids in accordance with the requirements and submitting their Bids online on the eProcurement Portal.</p> <p><b>Registration:</b></p> <p>i) Agencies are required to enroll on the above-mentioned eProcurement portal by clicking on the link “<b>Online Bidder Enrollment</b>” on the Portal which is free of charge.</p>



	<p>ii) As part of the enrolment process, the Agencies will be required to choose a unique username and assign a password for their accounts.</p> <p>iii) Agencies are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the eProcurement Portal.</p> <p><b>A. Obtaining a Digital Certificate:</b></p> <p>i. The Bids submitted online should be encrypted and signed electronically with a Digital Certificate to establish the identity of the Agency online. These Digital Certificates are issued by an Approved Certifying Authority, by the Controller of Certifying Authorities, Government of India.</p> <p>ii. A Digital Certificate is issued upon receipt of mandatory identity (i.e. Applicant's PAN Card) and Address proofs and verification form duly attested by the Bank Manager / Postmaster / Gazetted Officer. Only upon the receipt of the required documents, a digital certificate can be issued. For more details please visit the website – <a href="https://etenders.hry.nic.in">https://etenders.hry.nic.in</a></p> <p>iii. The Agencies 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, application format and documents required for the issue of digital certificate.</p> <p>iv. The Agency must ensure that he/she comply by the online available important guidelines at the portal <a href="https://etenders.hry.nic.in">https://etenders.hry.nic.in</a> for Digital Signature Certificate (DSC) including the e-Token carrying DSCs.</p> <p>For any queries related to e-bidding process (registration, online e-bid submission/withdrawal, uploading of documents), Agency may contact the below representative of NIC:</p> <p><b>Mr. Anuj Mahajan</b>  <b>E - mail:</b> <a href="mailto:amahajan@nic.in">amahajan@nic.in</a>, <a href="mailto:eprocnicry@yahoo.com">eprocnicry@yahoo.com</a>  <b>Help Desk:</b> 0120-4001002, 0120-4200462, 0120-4001005, 0120-6277787, 0172-2700275.</p> <p>v. Bid for a particular bid must be submitted online using the digital certificate (Encryption &amp; Signing), which is used to encrypt and sign the data during the stage of Bid preparation. In case, during the process of a particular Bid, 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.</p> <p>Hence, the users are advised <b>to keep a backup of the certificate</b> and also keep the copies at safe place under proper security (for its use in case of emergencies).</p> <p>vi. In case of online Bidding, if the digital certificate issued to the authorized user of a firm is used for signing and submitting a Bid, it</p>
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	<p>will be considered equivalent to a no-objection certificate/power of attorney/lawful authorization to that User only for accessing eProcurement portal for online Bid submission on the portal. 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 bids as per Information Technology Act 2000. The digital signature of this authorized user will be binding on the firm.</p> <p><b>vii.</b> 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.</p> <p><b>viii.</b> 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.</p> <p><b>B. Purchase of Bid Document - Online</b></p> <p>Bid Document can be downloaded free of cost from the eProcurement portal <a href="https://etenders.hry.nic.in">https://etenders.hry.nic.in</a> . However, Agencies are required to pay <b>INR 10,000.00</b> including GST as cost of Bid Document online on eProcurement portal prior to submission of their Bid.</p> <p><b>C. Pre-requisites for online Bidding:</b></p> <p>In order to operate on the electronic Bid 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 - <a href="https://etenders.hry.nic.in">https://etenders.hry.nic.in</a> the link for downloading required java applet &amp; DC setup are also available on the Home page of the eProcurement Portal.</p> <p><b>D. Online Viewing of Invitation for Bids (IFB):</b></p> <p>The Agencies can view the IFB and the time schedule (Key Dates) through the single portal eProcurement system on the Home Page at <a href="https://etenders.hry.nic.in">https://etenders.hry.nic.in</a></p> <p><b>E. Downloading of Bid Documents:</b></p> <p>The detailed Bid Document can be downloaded free of cost from the eProcurement portal <a href="https://etenders.hry.nic.in">https://etenders.hry.nic.in</a> from <b>02.02.2024 (17:00 Hrs. IST) to 28.02.2024 (15:00 Hrs. IST.)</b></p> <p><b>F. Key Dates:</b></p>
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The Agencies are strictly advised to follow dates and times as indicated in the online Invitation for Bids. The date and time shall be binding on all Agencies. 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 Invitation for Bids.

**G. Online Payment of E-Service Fee & Bid Security:**

The online payment for E-Service Fee and Bid Security in INR shall be made using the secure electronic payment gateway by Agencies 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.

For online payments guidelines, please refer to the Home page under tab "**Guidelines for hassle free Bid Submission**" of the eProcurement Portal of Government of Haryana, <https://etenders.hry.nic.in>

**H. Preparation & Submission of online Applications/Bids:**

a) Bid shall mandatorily be submitted online following the instruction appearing on the screen.

b) **Scan copy of Documents to be submitted/uploaded for Technical Part under online PQQ/ Technical Envelope:**

All documents shall be prepared and scanned in file formats PDF /JPEG/MS WORD format such that file size does not exceed 10 MB) and uploaded during the online submission of PQQ or Technical Envelope.

c) **FINANCIAL Bid (MS-Excel File for quoting price and Pdf file for Letter of Financial Bid, Preamble, Bill of Quantities) shall be submitted mandatorily online under Commercial Envelope and original not to be submitted manually.**

**NOTES:**

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

**(B) For help manual, please refer to the 'Home Page' of the eProcurement website at <https://etenders.hry.nic.in>.**

<b>ITA 22.1</b>	<p><b>The start date for Bid submission is:</b></p> <p><b>Date: 21.02.2024</b> <b>Time: 1100 hrs IST</b></p> <p><b>The deadline for Bid submission is:</b></p> <p><b>Date: 28.02.2024</b> <b>Time: 1500 hrs IST</b></p>
<b>ITA 24.1</b>	<p><b>Replace ITA 24.1 with the following:</b></p> <p>The Agency may modify, substitute or withdraw its e-Bid after submission prior to the deadline for submission of Bids. For modification of e-Bid, Agency has to detach its old Bid from eProcurement portal (<a href="https://etenders.hry.nic.in">https://etenders.hry.nic.in</a>) and upload/ resubmit digitally signed modified bid. For withdrawal of Bid, Agency has to click on withdrawal icon at eProcurement portal and can withdraw its e-Bid. Before withdrawal of a Bid, it may specifically be noted that after withdrawal of a Bid for any reason, Agency cannot re-submit e-Bid again.</p>
<b>ITA 25.1</b>	<p>Haryana Rail Infrastructure Development Corporation Limited (HRIDC), IRCON Tower, Plot No. 16, Sector-32, Gurugram, Haryana- 122003.</p> <p><b>Floor/ Room Number:</b> 3<sup>rd</sup> floor <b>City:</b> Gurugram <b>Zip code:</b> 122003 <b>Country:</b> INDIA <b>Date:</b> 28.02.2024 <b>Time:</b> 1530 hrs. IST</p>

<b>F. Award of Contract</b>
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<b>ITA 42</b>	<p>Agency may make a Complaint in writing, to:</p> <p><b>For the attention:</b> Sh. Rajiv Ranjan Kumar <b>Title/position:</b> Chief Project Manager/West <b>Employer:</b> Haryana Orbital Rail Corporation Limited (HORCL) <b>Email address:</b> <a href="mailto:horc.etendering@gmail.com">horc.etendering@gmail.com</a></p>
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## **Section 3**

# **Evaluation & Qualification Criteria (EQC)**

## Contents

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## SECTION 3

### EVALUATION AND QUALIFICATION CRITERIA (EQC)

#### 1. General Provisions

##### 1.1 Evaluation Sequence

- (a) Bids will be evaluated through the following three stages:
  - (i) Stage 1: Evaluation of Administrative Requirements
  - (ii) Stage 2: Evaluation of Qualification Requirements
  - (iii) Stage 3: Financial Evaluation

##### 1.2 Clarification of Bids

The Employer may request clarification of any Bid in accordance with the provisions of the Bid Documents (Part 1, Section-I: Instructions to Agencies, Clause 27).

##### 1.3 Bidding Forms

- (a) Agencies should note that the information required to be inserted into the Bidding Forms shall be comprehensive and detailed. The technical information shall be furnished in line with the requirements of the Bid Documents.
- (b) All Forms contained in the Bid Documents must be fully and properly completed and all the forms must be returned, as they will be reviewed exactly as submitted and errors or omissions may count against the Agency.
- (c) Any Agency who is found to have intentionally submitted false or inaccurate statements/information shall be disqualified from the Biding process.

##### 1.4 Joint venture/Consortium

Joint venture/Consortium is **not permitted** to participate in this Bid.

## 2. Stage 1: Evaluation of Administrative Requirements

Stage 1 Evaluation will consist of checking the Bids to confirm whether they are substantially responsive to the administrative requirements of the Bidding Documents.

- (a) The following items will be checked:
- (i) Whether the Power of Attorney (POA) for the Authorized signatory is in the correct form [Ref. ITA 20.2 and ITA 20.3]. If during technical evaluation stage, POA submitted by the Agency is not found in the correct format, Employer will send written (Courier/email with PDF attachment) request to the Authorized Representative for rectification of POA in accordance with format prescribed in Section 4, Bidding Forms, specifying the deadline for receipt of Power of Attorney in correct form. If an Agency does not provide the Power of Attorney in correct form within the stated date and time set in the Employer's request for correction of Power of Attorney, its Bid is liable to be rejected.

## 3. Stage 2: Evaluation of Qualification Requirements

### 3.1 Eligibility

No.	Subject	Requirement	Documents Submission Requirements
3.1.1	<b>Railway Board / RDSO Approval</b>	The Agency shall be approved by Railway Board / RDSO to act as an Specialised Inspection Agency for fabrication of steel bridge Girders.	Railway Board / RDSO approval letter

### 3.2 Financial Situation and Performance

No.	Subject	Requirement	Documents Submission Requirements
3.2.1	<b>Average Annual Turnover</b>	Minimum average annual turnover must be <b>INR 32 lacs</b> calculated as total certified payments received for contracts in progress or completed within the last three financial years i.e. (2020-21, 2021-22 and 2022-23).	Form FIN – 1



### 3.3 Specific Experience

No.	Subject	Requirement	Documents Submission requirements
3.3.1	<b>Specific Experience</b>	<p>The Agency must have successfully/substantially completed any of the following during last 7 (seven) years ending last day of month previous to the one in which Bid is invited:</p> <p>(i) One “Similar work” costing not less than the amount equal to <b>INR 38.00 lacs</b>.</p> <p>The above work must involve Inspection and Certification of Fabrication of Steel Girders of at least one span of Open Web Girders (OWG)/Bowstring Girder of 45.7m or longer spans in Railway/Metro/RRTS or Road Over Bridge (ROB) over Railway/Metro/RRTS in a single contract.</p> <p style="text-align: center;"><b>OR</b></p> <p>(ii) Two “Similar works” each costing not less than the amount equal to <b>INR 25.00 lacs</b>.</p> <p>Both the above works combined together must involve Inspection and Certification of Fabrication of Steel Girders of at least two spans of Open Web Girders (OWG)/Bowstring Girder of 45.7m or longer spans in Railway/Metro/RRTS or Road Over Bridge (ROB) over Railway/Metro/RRTS in a single contract.</p> <p><b>Where,</b></p> <p>(a) ‘<b>Similar Work</b>’ means “Inspection and Certification of Fabrication of Steel bridge girders ” in Rail projects.</p> <p>(b) ‘<b>Substantial completion</b>’ shall be based on 80% or more of the original value of works completed under the contract.</p> <p>“Rail Projects” includes projects of Railway/ Metro Rail / Regional Rapid Transit System (RRTS) / High Speed Rail / Dedicated Freight Corridor (DFC).</p>	Form EXP - 1

**Notes:**

**1. Exchange Rate for Qualification Criteria**

Wherever a Form in Section 4, Bidding Forms, requires a Agency to state a monetary amount, Agency shall indicate the INR equivalent as indicated in the respective form using the rate of exchange determined as follows:

- (i) For turnover or financial data required for each year – Exchange rate prevailing on the last day of the respective financial year.
- (ii) Value of single contract - Exchange rate prevailing on the date of the Contract Award i.e. the date of issue of Letter of Acceptance.
- (ii) Exchange rates shall be taken from reference rate published by the Reserve Bank of India (RBI) on its website <https://www.rbi.org.in>. In case the exchange rate of particular currency on given date is not available on RBI web site, it will be as per the web site <https://www.fbil.org.in> of Financial Benchmark India Private Limited (FBIL). Any error in determining the exchange rates may be corrected by the Employer. In the case, where a Agency is required to convert a monetary amount from a currency other than those currencies for which the RBI/FBIL reference rate is not published, the INR equivalent shall be worked out using the rate of exchange as published by the central bank of the country issuing the said currency. In case the exchange rate of that currency is not directly available in INR on the website of the central bank of the country issuing the said currency then the currency will be first converted to USD as per that web site and then converted from USD to INR as Per RBI or FBIL reference rates.

**4. Stage 3: Financial Evaluation**

**A. Detailed Financial Evaluation**

Financial Bid Evaluation will be done in accordance with ITA 35.

**B. Award of Contract**

Agency with the lowest Bid price from above shall move to next stage as per ITA "F. Award of Contract".

# **Section 4**

## **Bidding Forms (BDF)**

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**Letter of Technical Bid**

Date:

.....

Bid No.: HORC/HRIDC/GGN/2024/TPA/01

**To:**

Chief Project Manager/West,

Haryana Rail Infrastructure Development Corporation Limited (HRIDC),  
IRCON Tower, Plot No. 16, Sector-32,  
Gurugram, Haryana- 122003  
Tel: +91 9310812157

We, the undersigned, declare that:

We have examined and have no reservations to the Bidding Document, including Addenda/Corrigenda issued in accordance with Instructions to Agencies (ITA) 8;

- (a) We offer to provide the services in conformity with the Bidding Document;
- (b) Our Bid shall be valid for a period of **90 days** after the date fixed for the bid submission deadline in accordance with the Bidding Document, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- (c) If our bid is accepted, we commit to submit a Performance Security in accordance with the Bidding Document;
- (d) If our bid is accepted, we commit to deploy Agency's Representative, Key Personnel and other personnel consistent with the requirements stipulated Section 5: Employer's Requirements of Bidding Document;
- (e) We, including any subcontractors or suppliers for any part of the Contract, do not have any conflict of interest in accordance with ITA 4.3;
- (f) We are not participating, as a Agency, in more than one bid in this bidding process in accordance with ITA 4.3.;
- (g) We declare that we are not liable to be disqualified in accordance with ITA 4.4.
- (h) We understand that this bid, together with your written acceptance thereof included in your notification of award (Letter of Acceptance), shall constitute a binding contract between us, until a formal contract is prepared and executed; and
- (i) We have not made any deviations from the requirement of the Bidding Document and we have also not made any tampering or changes in the Bidding Document on

which the bid is being submitted and if any tampering or changes are detected at any stage, we understand the bid will invite summary rejection and forfeiture of Bid Security/the contract will be liable to be terminated along with forfeiture of Performance Security, even if LOA has been issued.

- (j) 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.
- (k) We declare that the information and documents submitted along with the Bid by us are correct and we are fully responsible for the correctness of the information and documents, submitted by us.
- (l) *[Select the appropriate option and delete whichever is not applicable]*

[We declare and certify that financial data as per the balance sheets for last three financial years including that for the latest concluded financial year are being submitted]

**OR**

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

- (m) We agree to limit our role to that of a Agency and to disassociate ourselves, our associates/affiliates from work in any other capacity (including Bidding relating to any goods or services for any part of the Works) on this work other than that of Agency.
- (n) We understand that you are not bound to accept the Bid with lowest Bid price or any other bid that you may receive.
- (o) We certify that we are not associated with the Contractors of HORC Project in any other way.
- (p) We declare that in case the Third Party Inspection is awarded to us, we will not associate in any other capacity with the Contractors of HORC Project.
- (q) We declare that the Agency or any of its constituents has not been Blacklisted/banned for business dealings for all Government Departments or by Ministry of Railways or by HRIDC at any time and / or no such blacklisting is in force as on the deadline for submission of bids.
- (r) We declare that none of the previous contracts of the Agency or any of its constituents had been terminated/rescinded for Agencies failure by HRIDC during the period of last 2 years before the deadline for submission of bids.
- (s) We declare that the Agency or any of its constituents is neither Bankrupt/Insolvent nor is in the process of winding-up nor such a case is pending before any Court on

the deadline of submission of the bid.

- (t) We declare that the name of the Agency or any of its constituents is not on the list of "Poor Performer" of HRIDC as on the deadline for submission of bid.
- (u) 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.
- (v) We declare that the information and documents submitted along with the Bid by us are correct and we are fully responsible for the correctness of the information and documents, submitted by us.
- (w) We understand that in case we cease to fulfil the requirements of qualifying and eligibility criteria at any time after opening of bids and till finalization of bids, it will be our bounden duty to inform the Employer of our changed status immediately and in case of our failure to do so, our bid shall be rejected and Bid Security shall be forfeited. We shall also be liable for banning of business dealings upto a period of five years.
- (x) 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 Bid Security and/or Performance Security and banning of business dealings for a period of upto five years.

Name of the Agency:

.....  
....

Name of the person duly authorized to sign the Bid on the behalf of the Agency:

In the capacity of

.....  
....

Signature of the person named above

.....  
....

Date Signed .....

Company stamp: .....

- \* *Modify the contents wherever necessary, in terms of sub-clause 4.4 ITA.*
- \*\* *The contents in Italics are only for guidance purpose and details as appropriate, are to be filled in suitably by Agency.*



**Form ELI – 1.1:**  
**Agencies Information Form**  
**(Ref. Sub-Clause: ITA 4.1)**

Date: \_\_\_\_\_  
Bid No. and title: \_\_\_\_\_  
Page \_\_\_\_\_ of \_\_\_\_\_ pages

Agencies name
Agencies actual or intended country of registration: <i>[indicate country of Constitution]</i>
Agencies actual or intended year of incorporation:
Agencies legal address [in country of registration]:
Agencies legal address for Communication:
Agencies authorized representative information Name: _____ Address: _____ Telephone/Fax numbers: _____ Mobile number: _____ E-mail address: _____
1. Attached are copies of original documents of <input type="checkbox"/> Articles of Incorporation (or equivalent documents of constitution or association), and/or documents of registration of the legal entity named above, in accordance with ITA 4.1. 2. Authorization to represent the firm named in above, in accordance with ITA 20.2.

SIGNATURE OF AUTHORIZED SIGNATORY  
ON BEHALF OF AGENCY

Company stamp: .....

**Form: ELI - 1.2**

**Format for Power of Attorney for Authorised Signatory of Agency**

(Ref. Sub-Clause: ITA 20.2)

**POWER OF ATTORNEY\***

***(To be executed on non-judicial stamp paper of the appropriate value in accordance with relevant stamp Act. The stamp paper to be in the name of the company who is issuing the Power of Attorney)***

Know all men by these presents, we..... (name and address of the registered office) do hereby constitute, appoint and authorise 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 Bid for "Third Party Agency (TPA) for Inspection and Certification of Fabrication of Steel Girders and Bearings of HORC Project", including signing and submission of all documents and providing information/ responses to Haryana Rail Infrastructure Development Corporation Ltd (HRIDC), representing us in all matters before HRIDC, and generally dealing with HRIDC in all matters in connection with our Bid for the said 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 and 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**

**Notes:**

- i. The Agency should submit the notarised Power of Attorney.
- 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 Agency should submit following additional document in support of the POA as case to case basis:
  - a) Notary certified copy of Proprietorship Affidavit in case of Proprietary Agency.
  - b) Notary certified copy of Partnership Deed in case of Partnership Firms.
  - c) Board Resolution in case of a Public/Private limited company/LLP.

- d) Incorporation Certificate and Memorandum & Article of Association in case of a Public/Private limited company.
  - e) Incorporation Certificate and Limited Liability Membership Agreement in case of Limited Liability Membership firms.
- iv. In case of Foreign Members, 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 Indian Embassy/High Commission or Member Countries of Hague convention may submit these documents with “Apostille” stamp.

**Form FIN-1**

**Average Annual Turnover**

[Ref. ITA Sub-Clause 17.2 & EQC Sub-Clause 3.2.1]

[The following table shall be filled in for the Agency]

Bid No.: HORC/HRIDC/GGN/2024/TPA/01

Agencies Name: \_\_\_\_\_

Page \_\_\_\_\_ of \_\_\_\_\_ pages

(All amounts in Lacs)

Annual Turnover Data for the Last Three (03) Financial Years			
Year	Amount Currency	*Exchange Rate	INR Equivalent
2020-21	[insert amount and indicate currency]		
2021-22			
2022-23			
Average Annual Turnover			

**Notes:**

- (i) In case, the Financial Year is the same as the Calendar Year, the turnover for the year 2020, 2021 and 2022 shall be furnished.
- (ii) The Average Annual Turnover shall be calculated by adding the turnover amount of last three financial years divided by three.
- (iii) The Agency is not required to submit any document as documentary evidence along with the Bid Documents. All information furnished in this Form shall be certified by a Chartered Accountant/Company Auditor/Statutory Auditor.
- (iv) The Form duly certified by a Chartered Accountant/Company Auditor/Statutory Auditor shall also be signed by Agencies Authorized representative.
- (v) The above documents shall reflect the financial situation of the legal entity or entities comprising the Agency and not the Agencies parent companies, subsidiaries, or affiliates.
- (vi) In the event that the audited accounts for the latest concluded Financial Year are not available, the Agency shall furnish information pertaining to the last three financial years after ignoring the latest concluded financial year. In case, the Agency submits audited financial information for the last four or more years, only the figures for the latest three years shall be considered for evaluation.
- (vii) In case audited balance sheet of the last financial year is not available with the Agency, he will declare the same vide item (I) prescribed in the Letter of Technical Bid.

*(viii) If the value of Annual Turnover is not submitted for any of the last three years prescribed in Financial Data, the Bid shall be evaluated by considering "NIL" Turnover for that year(s).*

**Agencies Authorized Representative**

Signature: .....

Date: .....

Company stamp: .....

**Chartered Accountant/Company Auditor/Statutory Auditor**

Certified that the information furnished above is correct as per the audited balance sheets of the entity.

Signature: .....

Name:

Position:

Date:

Company:

Company stamp:

Membership No:

Address:

Contact No:

Email ID:

**Form EXP-1**

**Specific Experience**

[Ref. ITA Sub-Clause 17.2 and EQC Sub-Clause 3.3.1]

[The following table shall be filled in for the Agency]

Bid No.: HORC/HRIDC/GGN/2024/TPA/01

Agencies Name: \_\_\_\_\_

Page \_\_\_\_\_ of \_\_\_\_\_ pages

<b>Similar Contract No.</b>	<b>Information</b>		
Contract Identification			
Award date			
Completion date			
Role in Contract as Inspection and Certification of Fabrication of Steel Girders and Bearings Agency	<i>[insert the role in Contract]</i>		
Total Contract Amount	<i>[insert Contract amount(s) and currency(ies)]</i>		INR <i>[insert *exchange rate and total Contract amount in INR equivalent]</i>
If member in a JV, specify participation in total Contract amount	<i>[insert Percentage participation]</i>	<i>[insert amount(s) and currency) of participation]</i>	INR <i>[insert exchange rate(i) and amount of participation in INR equivalent]</i>
Employer's Name			
Address: Mobile: Telephone/fax number: E-mail:			
Description of the similarity in accordance with Sub-Clause 4.5.1 of Section 1:			
1. Amount (in INR)			
2. No. of girders with Span 45.7m or more which were inspected by the Agency.			

**Agencies Authorized Representative**

Signature: .....

Date: .....

Company stamp: .....

*Notes:*

- (i) Value of completed work done by a Agency in an earlier JV shall be reckoned only to the extent of the Agencies share in that JV for purpose of satisfying their experience criteria mentioned in Sub-Clause 3.3.1 of Section 3, EQC.
- (ii) The Agency shall submit copy of Completion Certificate issued by the Employer / Concessionaire as documentary proof clearly indicating the similarity of the work as per Sub-Clause 3.3.1 of Section 3, EQC, actual completion cost, actual completion date. Bids submitted without this documentary proof shall not be evaluated.
- (iii) The copy of Completion Certificate submitted by the Agencies shall be of the legal entity or entities comprising the Agency and not the Agencies parent companies, subsidiaries, or affiliates.
- (iv) "Rail Projects" includes projects of Railway/ Metro Rail / Regional Rapid Transit System (RRTS) / High Speed Rail / Dedicated Freight Corridor (DFC).

**Bid Security**

The amount for Bid Security will only be paid online by eligible Bidders on eProcurement Portal of Government of Haryana (<https://etenders.hry.nic.in>).



**Checklist of submission of Documents/Forms online, duly filled**

(Reference to ITA 11.4 &amp; 11.5)

**Bid No: HORC/HRIDC/GGN/2024/TPA/01****Name of Work:****A. TECHNICAL BID**

S. No.	Requirement of Bid Document	Ref. Clause of Bid Document	Agencies Name:	
			Whether submitted (Yes/No/NA)	Ref. Pg. No. in the Technical Bid
1.	Letter of Technical Bid	ITA 11.4, 4.4 and Section 4		
2.	Technical Bid signed by authorized representative of Agency	ITA 20.2		
3.	Bid Security/Online Bid Security payment Receipt (copy of online payment receipt on ePortal)	ITA 19.1		
4.	Cost of Bid Document (copy of online payment receipt on ePortal)	ITA 21		
5.	Form ELI-1.2: Power of Attorney (POA) for submitting Bid	ITA 20.2 and Section 4		
6.	Board Resolution in case of a Public/Private limited company/LLP	ITA 20.2 and Form ELI 1.2		
7.	Incorporation Certificate and Memorandum and Articles of Association (MOA & AOA) (in case of Private/Public Limited Company)	Note (iii) (d) of Form ELI 1.2		
8.	Incorporation Certificate and Limited Liability Membership Agreement in case of Limited Liability Membership firms.	Note (iii) (e) of Form ELI 1.2		
9.	Notarised Copy of Proprietorship Affidavit (in case the Agency is Proprietorship Agency)	Note (iii) (a) of Form ELI 1.2		
10.	Notarised copy of Partnership Deed (in case the Agency is Partnership Firm)	Note (iii) (b) of Form ELI 1.2		
11.	Railway Board/ RDSO approval letter	EQC 3.1.1		
12.	Form FIN-1: Average Annual Turnover	ITA 17.2 and EQC 3.2.1		
13.	Form EXP-1: Specific Experience	ITA 17.2 and EQC 3.3.1		
<b>Notes:</b>				
(i) The check list is indicative and not exhaustive. The Agency must go through the complete Bid documents and submit the required document accordingly.				
(ii) If any of the above form or criteria is not applicable to the Agency, then they can simply indicate N.A. against the relevant column				

**B. FINANCIAL BID**

The Financial Bid is provided in the Bid Document. The Agency shall quote single percentage (%) Excess (+) or Less (-) on the estimated amount for Item No. 1 and Item No. 2 in the prescribed place of Bill of Quantities in MS-Excel file in Indian Rupees (INR) only. These prices should include all costs associated with the contract including GST. The percentage shall not be offered/quoted elsewhere in the Technical Bid submission/Bid submission. The Agency shall download the MS-EXCEL file and after quoting their Contract Price, upload the completed MS-EXCEL file along with duly signed PDF documents of Financial Bid mentioned in (a) below on eProcurement portal. These prices shall include all costs associated with the contract including GST. The Agency shall complete the Financial Bid in accordance with the instructions given in the Financial Bid.

- a) Following duly signed documents in pdf file are required to be submitted by the Agency in their Financial Bid:
  - (i) Letter of Financial Bid,
  - (ii) Preamble, and
- b) Bill of Quantities with quoted percentage rates against Item No. 1 and Item No. 2 (MS-Excel File) .

I hereby confirm that:

- (i) I have checked the above list with our submittal. I am also aware that if our Bid is not containing the above documents, the Employer has the right to reject our Bid.
- (ii) All the pages of Bid submission are properly signed, indexed and numbered.

Seal:

Date:

(Signature of Authorized Representative of the Agency)

**Letter of Financial Bid**

Date: .....

Bid No.: HORC/HRIDC/GGN/2024/TPA/01.

To:  
Chief Project Manager/West,  
Haryana Rail Infrastructure Development Corporation Limited (HRIDC),  
IRCON Tower, Plot No. 16, Sector-32,  
Gurugram – 122003  
Tel: +91 9310812157

We, the undersigned, declare that:

- (i) We have examined and have no reservations to the Bidding Document, including Addenda/Corrigenda issued in accordance with Instructions to Agencies (ITA) 8.
- (ii) We offer to provide the Services in conformity with the Bidding Document.
- (iii) Our bid shall be valid for a period of **90 days** after the date fixed for the bid submission deadline in accordance with the Bidding Documents, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
- (iv) The total price of our Bid is [*insert the total Price of the Bid in words and figures in INR*]

Notes:

- (a) *The total price of the bid quoted above shall be the same as quoted in Worksheet BOQ (Price Schedule- Summary Sheet), Ms Excel Sheet uploaded on eProcurement Portal.*
- (b) *The total price of Bid shown in the Worksheet BOQ (Price Schedule-Summary Sheet), Includes cost of Item 1 and Item 2. Correction of Arithmetical errors if any, observed in MS-Excel sheets uploaded on eProcurement portal shall be carried out in accordance with ITA 32.*
- (v) We understand that this bid, together with your written acceptance Letter of Acceptance (LOA) thereof included in your notification of award, shall constitute a binding contract between us, until a formal contract is prepared

and executed; and

(vi) We have not made any deviations from the requirement of the bidding document and we have also not made any tampering or changes in the bidding documents on which the bid is being submitted and if any tampering or changes are detected at any stage, we understand the bid will invite summary rejection and forfeiture of Bid Security/the contract will be liable to be terminated along with forfeiture of performance security, even if LOA has been issued.

(vii) We understand that you are not bound to accept the bid with lowest bid price or any other bid that you may receive.

**Name of the Agency:**

.....

**Name of the person duly authorized to sign the Bid on the behalf of the Agency:**

In the capacity of

.....

**Signature of the person named above**

.....

**Date Signed** .....

**PREAMBLE**

1. The Bill of Quantities shall be read in conjunction with the Instructions to Agencies, Conditions of Contract, Employer's Requirements (Terms of Reference/ Technical Specifications), Addendum/Corrigendum and any other document forming part of Bid Document.
2. The Contract is to be carried out on a BOQ basis in which payment to the Agency will be made in accordance with payment stages unless otherwise specified in the Contract.
3. The item given in Bill of Quantities may not generally give a full description of the Inspection to be carried out under each item. Agency shall be deemed to have read the Employer's Requirements and the other sections of the Bidding Document to ascertain the full scope of the work included in each item prior to filling the rates and prices.
4. The rates and prices quoted in the Bill of Quantities shall include all costs associated with the assignment. These normally cover all Inspection and Certification of Steel Girders and Bearings of HORC Project, remuneration for staff (foreign and local, in the field and at headquarters), accommodation (per diem, housing), include Agencies equipment, transportation, mobilization, demobilization of equipment, machinery, tools & plants, labour, supervision, materials; and equipment (office equipment, furniture and supplies), printing of documents, Agency's profit, all taxes including GST, insurance, royalties, duties, cess, octroi, other levies and other charges together with all general risks, liabilities and obligations set out or implied in the Contract. The quoted rates also include cost of transportation for Inspecting officials of Agency in workshops of the Contractors at all locations.
5. The Agency will be free to avail input tax credits under GST as per the prevailing rules and input tax credit shall be deemed to have been considered in the Quoted Price in the Bill of Quantities.
6. The Agency shall quote single percentage (%) Excess (+) or Less (-) on the estimated amount for Item No. 1 and Item No. 2 in the prescribed place of Bill of Quantities in MS-Excel file in Indian Rupees (INR) only.
7. The whole cost of complying with the provisions of the Contract shall be included in the items provided in the BoQ, and where related items is not part of BoQ but can be identified commonly as a part of professional grade work of a comparative nature, the cost shall be deemed to be included in the quoted price entered against the Items.
8. The Employer shall make interim payments to the Agency in accordance with the provisions of the General Conditions of Contract and as certified by the Engineer on the proportionate basis of the progress achieved for each item.

9. Format for the Agencies application for payment shall be agreed between the Engineer and the Agency.
10. The Agency shall prepare his application for payment in the agreed format in four hard copies and one soft copy. All hard copies shall bear the original signatures of the Agency's Representative and be submitted to the Engineer.
11. If these are found in order, then the Engineer shall forward two certified copies of the application along with certified supplementary details to the Employer, with his recommendation for payment.
12. The price quoted shall be adjusted only as per Clause 19 of Section 6, GCC during the period of completion of the work.

Signature of the Agency

Company Stamp

**Bill of Quantities (BOQ):**

1.1. Breakup of BOQ of services under various Items shall be as follows:

SN	Description of works	Unit	Qty	Unit Rate (INR)	Amount (INR)	Rates to be quoted in figures & words in MS-Excel Sheet
1	<b>Item No. 1-</b> Inspection and certification of fabrication of steel girders	MT	38,290	1591.38	6,09,33,940.20	Percentage (%) Excess (+) or Less (-) as per Item shall be filled separately in Microsoft Excel File
2	<b>Item No. 2 -</b> Inspection and certification of fabrication of bearings	sets	497	6825.63	33,92,338.11	Percentage (%) Excess (+) or Less (-) as per Item shall be filled separately in Microsoft Excel File
<b>Total (INR)</b>					<b>6,43,26,278.31</b>	

**Notes:**

- i. The above prices are inclusive of all taxes, duties, levies Octroi, royalty, compensation, or any other tax as leviable by the Central Governmental/State Government/Local Bodies, etc. **including GST.**
  - a. GST as applicable from time to time on taxable value of each running account bill shall be withheld by HRIDC to the Agency. GST will be released by HRIDC/ HORCL on submission of proof, i.e. copy of Form GSTR-1 (reflecting the particular invoice) after due verification from the GST portal by the Employer.
  - b. The Agency should adhere to anti profiteering provisions as per section 171 of the CGST Act. Where due to change in the rates of GST / Change in law, the Agency gets any credits / benefits, the same shall be passed on to HRIDC by way of reduction in prices.
- ii. The above prices are inclusive of all travel cost, accommodation, local transport etc. Nothing extra shall be paid other than the accepted rate.
- iii. The Agency shall quote single percentage (%) Excess (+) or Less (-) on the estimated amount for Item No. 1 and Item No. 2 in the prescribed place of Bill of Quantities in MS-Excel file.
- iv. Rate of item payable to Agency shall be as per Excess/less/at par on rates of BOQ.

**1.2. MODE OF MEASUREMENT**

- i. Measurement of Quantities (in MT) for the payment will be done as per RDSO drawings or drawings approved by the Engineer.
- ii. No additional/others means of measurement will be accepted by the Engineer regarding mode of measurement at any stage. The decision of the Engineer shall be final and binding to the Inspecting Agency.

**I/we clearly understand that I/we am/are not entitled to any other payment whatsoever except at the rate quoted against each item as per Conditions of Contract.**

**Signature of Authorised Representative of Agency .....**

**Address .....**

**Company Stamp**



**Sample Bill of Quantities for Quoting rates**  
**(Please refer MS-Excel Sheet for quoting Price)**

[Validate](#) [Print](#) [Help](#)

**Item Rate BoQ**

Tender Inviting Authority: Haryana Rail Infrastructure Development Corporation Ltd

Name of Work: Third Party Agency (TPA) for Inspection and Certification of Fabrication of Steel Girders and Bearings of HORC Project.

Contract No: HORC/HRIDC/GGN/2024/TPA/01

Name of the Bidder/ Bidding Firm / Company :						
<p align="center"><small>(This BOQ template must not be modified/replaced by the Agency and the same should be uploaded after filling Agency Name and Agency No. in the respective boxes, else the Agency is liable to be rejected for this Bid. Agencies are allowed to enter the Agency Name and Agency No. in the respective boxes, else the Agency is liable to be rejected for this Bid. Agencies are allowed to enter the Agency Name and Agency No. in the respective boxes, else the Agency is liable to be rejected for this Bid. Agencies are allowed to enter the Agency Name and Agency No. in the respective boxes, else the Agency is liable to be rejected for this Bid.)</small></p>						
NUMBER #	TEXT #	NUMBER #	NUMBER #	NUMBER #	NUMBER #	TEXT #
Sl. No.	Item Description	Estimate	Estimate (+)/ Less(-)	PERCENTAGE RATE (%) to be entered by the Bidder	TOTAL AMOUNT With Taxes	TOTAL AMOUNT In Words
1	Item No. 1- Inspection and certification of fabrication of girders	6,09,33,940.20	Select		-	INR Zero Only
2	Item No. 2- Inspection and certification of bearings	33,92,338.11	Select		-	INR Zero Only
Total in Figures					-	INR Zero Only
Quoted Rate in Words					INR Zero Only	

\*Agency is only required to fill the information in the boxes highlighted with cyan colour in Bill of Quantities (Excel sheet)

## **Section 5**

### **Employer's Requirements (TERMS OF REFERENCE/TECHNICAL SPECIFICATIONS)**

## **TERMS OF REFERENCE /TECHNICAL SPECIFICATIONS**

Third Party Inspection and certification of fabrication of steel girders and bearings of HORC Project.

### **1 INTRODUCTION**

Haryana Orbital Rail Corridor (HORC) from Palwal to Sonipat Via Sohna, Manesar, kharkhoda and Harsana Kalan is to be constructed as an Electrified (2X25KV AC-50Hz) double line track, capable of operating at a maximum train speed of 160 kmph.

At many bridge locations steel Open Web Girder (OWG) and/or Composite Girder(CG) superstructures have been proposed. Inspecting Agency is required to carry out the Inspection of fabrication of steel girders and bearings.

### **2 LOCATION**

Inspecting Agency shall have to inspect fabrication of girders at various locations at fabricator's workshop anywhere in India.

### **3 SCOPE OF WORK**

The Inspecting Agency shall be responsible for quality of fabrication of steel girders from initial stages till trial assembly at shop floor as per Railway specification.

Various stages of items of inspection shall be as follows:

#### **3.1 STAGE OF INSPECTION OF STEEL GIRDERS.**

##### **I. Prefabrication stage:**

- a. Approval of Quality Assurance Plan (QAP).
- b. Scrutiny of Welding Procedure Specifications Sheets (WPSS).
- c. Welders Qualification Test i.e. Welding Procedure Qualification Records (WPQR).
- d. Inspection and clearance of raw material.
- e. Inspection of layout on template floor (Nominal Camber).
- f. Inspection of jigs and fixtures with master plates

##### **II. During fabrication:**

- a. Use of approved raw material.
- b. Use of approved welding consumables.
- c. Use of approved welders,

- d. Use of approved welding procedures and parameters (WPDS) Welding Procedure Data Sheet to be maintained for all welds.
- e. Fabrication with approved set of jigs.
- f. Paints of various specifications.
- g. Lab tested aluminium wire & metalizing.

**III. After Fabrication:**

- a. Inspection of welds (as per approved QAP).
- b. Structural and dimensional inspection.
- c. Surface preparation and painting/metalizing
- d. Trial assembly (First girder of each type and span)- Camber Values, Dimensions, Fairness of Holes by Go-No-Go Gauge, Butting of Flange in Top Chord.
- e. Inspection of Dismantled Components of 1st Trial Assembly - Check for Elongation of Holes/ Abnormal stress marks/cuts etc. & Removal of shortcomings noted during Trial Assembly.
- f. Inspection of only components for further spans- welding inspection & Dimensional Checks.

**3.2 NORMS AND STANDARDS**

The fabrication shall be governed by the latest provisions of:

- a) Indian Railway Standard specification for fabrication and erection of steel girder bridges and locomotive turn-tables (Fabrication Specification BI-2001).
- b) Indian Railway Standard Code of Practices for metal arc welding for structural Steel bridges carrying rail cum road or pedestrian traffic (Welded Bridge Code).
- c) BS-110(R): Guidelines on Fabrication of Steel Girders for Construction/Field Engineers
- d) Latest RDSO Guidelines/codes/Rly Board and Zonal Railway guidelines, as mutually agreed.

**3.3 DETAILED SCOPE OF SERVICES**

**3.3.1 Prefabrication stage:**

**3.3.1.1 Approval of Quality Assurance Plan (QAP)**

To ensure proper quality of fabrication, Quality Assurance Plan (QAP) as per RDSO guidelines shall be prepared. QAP must indicate stage-wise manufacturing process covering various steps, tests, checks, & their frequency, sampling plan, authority for grant of clearance etc. for all activities from inspection and testing of raw material to trial assembly and erection. The QAP must cover the following aspects.

- a. Brief Details of project
- b. Contract Agreement No.
- c. Loading Standard.
- d. Governing Specification
- e. Drawing references

- f. Roles and responsibilities of various agencies involved in fabrication, erection & inspection.

QAP is to be scrutinized by Inspecting Agency and submitted to the Engineer for approval.

**3.3.1.2 Scrutiny of Welding Procedure Specifications Sheets (WPSS).** WPSS samples shall be executed and tested in laboratory in the presence of Inspecting Agency & approval shall be granted by Inspecting Agency based on test results and submitted to the Engineer for information.

**3.3.1.3 Welders qualification Test** i.e. Welding Procedure Qualification Records (WPQR). WPQR shall be done as per WPSS. WPSS samples shall be executed and tested in laboratory in the presence of Inspecting Agency & Approval shall be granted by Inspecting Agency based on test results and submitted to the Engineer for information.

**3.3.1.4 Inspection and clearance of raw material:**

**Inspection of Raw materials:-**

Passing of raw material is done on the basis of visual inspection and lab test reports for mechanical properties, chemical composition, ultrasonic examination, Charpy Impact Test etc. HSE fasteners should also be got tested from NABL lab as per relevant codes/specification.

All required test should be got done through independent NABL Labs and compared with the mill test certificate results given by the supplier before passing the material for use.

Material test certificate register must be maintained by fabricator as per **Annexure available in IRS: BI-2001 (appendix -1)** and signed by Inspecting Agency, the Engineer as well as fabricator.

All angle/channel, rolled section to be used for open web girder fabrication shall be checked for rolling tolerance as stipulated in IS:1852.

In addition to above visual inspection shall be done to ensure that steel is free from surface defects like pitting, laminations, imperfect edges, twist, other harmful defects etc. and recorded in the register.

**3.3.1.5 Inspection of layout on template floor (Nominal Camber)**

**I. Inspection of Layout on template floor –**

Inspecting Agency has to ensure that the Template floor is level. Nominal and camber layout are drawn with the calibrated steel tape. The certificate of calibration from an authorized agency should be kept in record. Squareness, diagonal measurement of layouts is also checked. It should be remembered that tape should not be changed during

the various stages of measurement. Running measurement should be recorded with a long tested tape having minimum length suitable for half span/full span measurement as per the case. Prescribed pull is to be applied for stretching the tape. Suitable device should be used for the purpose.

## II. **Inspection of Jigs, Fixtures and Master Plates –**

Master Gussets should be checked on nominal layout and transfer of all intersection line/points to be done with great care and accuracy. If gussets are symmetrical then 1/4th or half hole marking is to be done and same will be transferred to complete the gusset marking. Dimensional Inspection of Jigs, Fixtures, and Master Plates used in manufacture of girder should be done very carefully to ensure accuracy. It should be remembered that jigs of main members of the open web girders are fabricated on the camber length with the adoption of the field holes at nominal length layout through master gussets.

## III. **Layout of joints is drawn as per drawing on 1:1scale on a level ground to check for:**

- a. Any infringement of bolts, adjoining edges etc.
- b. Position of holes in master plates for jigs as per layout.
- c. The bore of bushes shall initially have tolerances of - 0mm to + 0.1mm. Fairing of bushes with holes of master plate shall conform to tolerances of - 0.13mm using a 'GO' gauge of 0.13mm less than hole diameter. Bushes of jigs during service should be maintained within acceptable limit (D+0.4mm) which shall be checked at regular intervals.
- d. Certification of Jigs, Fixtures and Master Plates-Stamping of Master Plates by the inspection official should be ensured prior to their use. The jigs should be checked by fabricator and field engineer from time to time for their wear and tear for maintaining accuracy during work.
- e. However, with latest technology, all dimensions of profile, holes and geometry etc. are being picked up through Auto-cad and transfer accurately in CNC drilling and cutting machine.

### 3.3.2 **During Fabrication**

#### 3.3.2.1 **Inspecting Agency should keep a watch and maintain proper record for ensuring-**

- I. Use of Approved Raw Material-Only raw material cleared proper originally to be used during fabrication.
- II. Use of Approved Welding Consumables-Type of consumables, source, quality, approval status, and grade, suitability for fabrication as per WPSS etc. to be frequently checked and recorded.

- III. Use of Approved Welders-Checking of welder's certificate, records, skill and procedure adopted for welding as per WPSS.
- IV. Use of Approved WPSS & Welding Parameters-Checking welding parameters and equipment used for correctness of joint preparation etc.
- V. Use of Approved set of Jigs & Fixtures-To permit the interchangeability of the components and ensure pre-stressing in open web girders and to avoid distortion, it should be ensured that only approved Jigs & fixture are used and proper clamping arrangement are provided in jigs/fixtures.

#### 3.3.2.2 **Important Checks for Tack Welding:**

- I. Check that top & bottom flange plate are perfectly perpendicular with reference to web throughout the length of I Section.
- II. Check the squareness i.e.  $90^0$  angle between flange & web of top and bottom flange plate to avoid out of squares flanges.
- III. Check with filler gauge throughout the length of top & bottom flange connection for uniform contact throughout the web plate.

#### 3.3.2.3 **Points requiring attention during full welding:**

- I. Thorough cleaning of tack welded member should be done with appropriate tool like wire brush, before shifting for full welding. Minimum width of 75mm throughout the length shall be cleaned to ensure that the surface is free from dust, mill scale, grease, oil and paint to ensure sound quality of weld.
- II. Full welding shall be carried out in flat position with SAW process as per Sequence mentioned in WPSS/WPQR using manipulator/special welding fixture.
- III. The sequence of welding shall be shown in WPSS/WPQR marked as 1, 2, 3 & 4 in the order of welding.
- IV. The welding should be done in proper sequence.
- V. Minor welds/ Inaccessible location welds shall be made by CO2 welding or other type of welding as per approved WPSS.

#### 3.3.2.4 **Good Working practice for prevention of distortion in welded girders:**

- I. By pre-bending of flange/web plate of welded girder using appropriate fixture.
- II. By clamping the flange plate to fixture.

#### 3.3.3 **After Fabrication:**

Stacking of component should be proper and shipping mark is properly stenciled on component for identification.

**3.3.3.1 Inspecting Agency should ensure that:**

While cutting the plates or other sections the heat/cast mark should be transferred to all cut members while using these members for fabrication. Proper record of heat mark should be maintained/ correlating it with the components of girder.

Visual Exam of Welds-Quality of weld, uniformity of weld bead, size of the weld, weld defects e.g. under cut, blow hole, porosity, spatter, crack etc. should satisfy the requirements of Welded Bridge Code.

Metallographic and NDT Exam of Fillet Welds-Macro etching on girder, run-on, run-off tabs for ensuring proper weld quality, Dye penetrant/or any other approved examination etc. should be arranged by fabricator, for independent inspection.

Radiographic testing of Butt Weld Joints-Any butt welding provided as per approved WPSS should be subjected to radiographic testing by authorized agency only. The film should be preserved for examination, sensitivity, and defect interpretation and acceptance decision based on prescribed criteria.

Structural and dimensional inspection-Dimensional check should be carried out to ensure conformance to drawing dimensions including diagonal checks for squareness etc. before offering girders for final inspection.

**3.3.3.2 Trial Assembly: for open web girder.**

Trial fabrication of one span conforming one drawing will be done to check whether fabrication process is proper or requires any correction in jigs, workmanship or procedures to ensure regular quality output. Following important parameters are checked during trial assembly:

**3.3.3.2.1 Camber:**

Camber shall be checked while the girder is supported on the nodal points on camber jacks and after releasing jacks i.e. for residual camber with girder resting on bearing ends. The camber measurements should be done with appropriate leveling instrument & recorded at nodal/splice locations.

**3.3.3.2.2 Dimensional check:**

- i. Overall length
- ii. Bearing centers
- iii. Height
- iv. Truss center
- v. Center to center distance of rail bearers
- vi. Center to center distance of panel points
- vii. Squareness
- viii. Alignment of the girder



- ix. Fairing of holes
- x. Verticality
- xi. Infringement, if any
- xii. Butting of compression flange.

### **Component Inspection of first Span-**

Detailed inspection of dismantled components of trial erected span shall be carried out to see the integrity of components. There should not be any elongation of holes, tearing of edges or other defects after dismantling of trial assembly.

### **Component inspection of 2nd span onwards-**

Once fabrication process is found satisfactory i.e. all steps are proved during trial assembly and its component inspection, then only components of 2nd span and onwards should be fabricated with the approved sets of jigs and fixture, the tested WPSS and WPQR as laid out in steps earlier. **Inspecting Agency should do the components inspection and ensure all record are available before giving final inspection call inspecting authority.**

#### **3.3.3.2.3 Composite Plate girder check.**

- i. Overall length
- ii. Bearing centers
- iii. Height
- iv. Girder center
- v. Squareness
- vi. Fairing of holes
- vii. Verticality Infringement, if any
- viii. Butting of compression flange.
- ix. Shear stud welding as per Layout/Marking

#### **3.3.3.2.4 Anti Corrosive Treatment**

Surface preparation, metalizing and or painting as per applicable painting schedule should be done as per provision of IRS:B1-2001.

**3.4 Detail of bridges having OWG/CG for inspection are as follow:**

S. No.	Bridge No.	Tentative Chainage	Span Arrangement	No of Tracks	Type of Superstructure	Weight of Steel (in Tonne)	Set of Bearings
1	17	4256	4X30.5	2	OWG	873	8
2	28	8036	2X30.5	2	OWG	437	4
3	30	8298	1X30.5	2	CG	168	2
4	34	9536	1x30.5	2	CG	168	2
5	45	11543	2x76.2	2	OWG	1940	4
6	53	14472	2x24.4	2	CG	187	4
7	68	20185	2x45.7	2	OWG	760	4
8	69	20400	3x18.3	2	CG	155	6
9	72 (Viaduct)	20940- 24843	147X24.4+1x30.5+ 1x45.7+1x12.2	2	CG	14288	300
10	112	45495	4x18.3+1x30.5+8x 24.4+1x76.2+2x24. 4+1x61	2	OWG+CG	2833	34
11	136	55724	1x18.3+1x76.2+1x 18.3	2	OWG+CG	1073	6
12	147	59106	1X45.7	2	OWG	380	2
13	150	60457	1X30.5	2	CG	168	2
14	151	60563	1x24.4	2	CG	93	2
15	152	60642	1x24.4	2	OWG	93	2
16	153	60754	1X30.5	2	CG	168	2
17	154	61676	2x24.4+1x45.7+4x 24.4	2	CG+OWG	940	14
18	183	69837	2X30.5	2	CG	335	4
19	194	73372	1x76.2	2	OWG	970	2
20	198	74334	2x30.5	2	OWG	437	4
21	199	74622	1x76.2+1x45.7+1x 76.2	2	OWG	2320	6
22	224	81318	1x18.3	2	CG	52	2
23	233	83055	1x30.5	2	CG	168	2
24	241	84505	3x18.3+1x61	2	CG+ OWG	711	8
25	256	89078	1X30.5	2	OWG	218	2
26	258	89504	1X30.5	2	OWG	168	2
27	266	91965	1X24.4+1x45.7+1x 24.4	2	OWG+CG	567	6
28	272	93140	1x61+1x45.7	2	OWG	936	4
29	277	94381	3X30.5	2	OWG	655	6
30	279	94724	1X18.3	2	CG	52	2

S. No.	Bridge No.	Tentative Chainage	Span Arrangement	No of Tracks	Type of Superstructure	Weight of Steel (in Tonne)	Set of Bearings
31	280	94863	1X24.4	2	CG	93	2
32	286	96515	1x45.7	2	OWG	380	2
33	298	99718	2X30.5	2	CG	335	4
34	305	101090	6X30.5	2	OWG	1310	12
35	343	110191	1X30.5	2	OWG	218	2
36	346	111211	6X30.5	2	OWG	1310	12
37	375	118624	2X61	2	OWG	1112	4
38	383	120861	1X30.5	2	OWG	218	2
39	390	123236	2X30.5	2	OWG	437	4
<b>Connecting line New Patli to Sultanpur</b>							
40	1	951	1X45.7	1	OWG	190	1
<b>Connecting line Mandothi to Asaudha</b>							
41	3	2678	1X30.5	1	OWG	109	1
42	4	2777	2X30.5	1	OWG	218	2
<b>Connecting line New Prithla to Prithla</b>							
43	4	-795	1X24.4	1	CG	47	1
Total steel weight (in MT) & Bearing Sets						38290	497

## Notes:

- i. The above-mentioned Bridge details are tentative. Numbers of Bridges/locations where work to be inspected & supervised by Inspecting Agency are likely to be increased or decreased or changed as per HRIDC requirement and work plan.
- ii. 1 set of bearing means 4 no. of bearings under one girder. It includes one fixed, one free and two guided bearings.

#### 4 MINIMUM REQUIREMENT OF PROJECT KEY PERSONNEL

The Agency shall deploy Inspection Personnel in adequate numbers having minimum qualification/experience given hereunder:

S. No.	DESIGNATION	QUALIFICATION
1	Inspection In-Charge	Must have been involved in inspection of Girder fabrication of ROB/Railway/Rail cum Road Bridges for a period of at least 3 years.
2	Supervisor- Welding Inspection	Must have competency certificate from WRI/other authorized agencies approved by the Engineer and having a minimum one year's industrial

<i>S. No.</i>	<i>DESIGNATION</i>	<i>QUALIFICATION</i>
		experience related to fabrication /construction/ quality control
3	Supervisor- Girder Fabrication Inspector	<p>(i) Must have been involved in Girder fabrication inspection of ROB/Railway/Rail cum Road Bridges for a period of at least 3 years in the last seven years</p> <p style="text-align: center;"><b>OR</b></p> <p>Must have successfully done steel fabrication inspection of ROB/Railway/Rail cum Road Bridge Girders to the tune of equal to or more than 1000 MT.</p> <p style="text-align: center;"><b>And</b></p> <p>(ii) Must have successfully obtained completion certificate of at least one course on “Fabrication Inspection of Steel Girders” organized by IRICEN or jointly organized by IRICEN and RDSO.</p>

The CVs of above personnel shall be submitted to the Engineer for approval before deployment for the inspection.

**Note: The Consultant is not required to submit CVs of Consultant’s Representative and Key Personnel with their Bid at the time of submission of their Bid on eProcurement Portal.**

## **5 OTHER ROLES AND RESPONSIBILITY OF THE INSPECTION AGENCY:**

- i. The Inspecting Agency shall be solely responsible for submission of means, methods, techniques, procedures & sequences of work as approved by RDSO plan, wherever applicable. The Inspecting Agency shall scrutinize the same and forward it to the Engineer with recommendations for acceptance or otherwise. Decision of the Engineer shall be final & binding on Inspection Agency.
- ii. Inspecting Agency shall prepare detailed Monthly Progress Reports within the first week of the following month as per mutually agreed proforma. In this report all deviations from the projected schedule in terms of time will be pointed out. Necessary clarification and corrective measures on such deviation(s) will also be mentioned in the monthly report.

- iii. The CVs of the personnel engaged for the inspection of fabrication works shall be submitted to the Engineer for approval. Supervisor for the inspection of welding shall have competency certificate from WRI/other authorised agencies approved by the Engineer.
- iv. Key Personnel/s deployed by Inspecting Agency shall have to visit Bearing Manufacturer's Premises/Workshop for fabrication of girders at any location in India and shall have to bear all expenses towards travel, boarding & lodging. Nothing extra shall be paid on any account.
- v. Inspection Agency's role would include verification and monitoring the fabrication methodology, quality of workmanship, quality of material, performance of equipment, safety measures, etc. in compliance with good fabrication practices.

## **6 DELIVERIES**

- i. The visiting Inspecting Agency engineer shall review/witness the activities as per the technical specifications and sign the resultant documents. He shall also issue an inspection report on completion of every visit contractor workshop/LAB/Site.
- ii. In the event of occurrence/observance of any deviations, the visiting Inspecting Agency engineer shall record the same in the inspection reports. In such cases revised inspection report will be issued after rectification of any deviations, duly witnessed and certified by Inspecting Engineer.
- iii. Inspecting Engineer will issue certificate on successful completion of each activity.

# **Section 6**

## **General Conditions of Contract**

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## **GENERAL CONDITIONS OF CONTRACT (GCC)**

### **1. Definitions**

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

- (i) "Agreement" means a legally binding written agreement signed between the Employer and the Agency and includes the Conditions of Contract (General Conditions of Contract and Special Conditions of Contract) together with Employer's Requirements, Bid Drawings, Documents, Bill of Quantities, Contract Forms, Instruction to Agencies, Specifications, and Letter of Acceptance;
- (ii) "Applicable Law" means the laws and any other instruments having the force of law in India, as they may be issued and in force from time to time;
- (iii) "Approved/approval" means the approval in writing.
- (iv) "Contract" means the Contract signed by the Parties, to which these General Conditions of Contract are attached, together with all the documents listed in Contract Agreement;
- (v) "Bidder/Third Party Agency " means any entity or person that may provide or provides the Services to the Employer under the Contract.
- (vi) "Agencies Representative" means the person referred to in the Contract or appointed from time to time by the Agency, and communicated by Notice to the Employer to be its authorised representative for the administration of the Agreement.
- (vii) "Contractor" means entity who has been awarded the Contract of HORC Project.
- (viii) "Day" means the period between any one midnight and the next.
- (ix) "Third Party Agency" means the Agency named in the Agreement, who has been awarded the contract & entered into agreement, and which expression shall include his/their legal successors and permitted assigns.
- (x) "Employer" means the Haryana Orbital Rail Corporation Limited (also referred to as HORCL) which expression shall also include their legal successors and permitted assigns.

- (xi) "Employer's Representative" means the person/Entity employed by HORCL to undertake duties in connection with the Haryana Orbital Rail Corridor (HORC) Project and notified as such, or any of its officers nominated by HORCL and notified from time to time, to Third Party Agency.
- (xii) "Engineer" shall mean RITES Limited in Consortium with SMEC International Pty Ltd.
- (xiii) "Effective Date" means the date on which this Contract comes into force.
- (xiv) "Foreign Personnel" means such persons who at the time of being so hired had their domicile outside India.
- (xv) "GCC" means General Conditions of Contract.
- (xvi) "HORCL" means Haryana Orbital Rail Corporation Limited
- (xvii) "HRIDC" means Haryana Rail Infrastructure Development Corporation Limited
- (xviii) "Key Personnel" means persons specified in Clause 4 of Section 5, Employer's Requirements of Bidding Document.
- (xix) "Local Personnel" means such persons who at the time of being so hired had their domicile inside India.
- (xx) Deleted.
- (xxi) Deleted.
- (xxii) "Month" means a period of one month according to the Gregorian calendar commencing with any day of the month.
- (xxiii) "Party" means HORCL or Third Party Agency as the case may be and "parties" means both of them.
- (xxiv) "Project" means the project named in Special Conditions of Contract.
- (xxv) "Personnel " means persons hired by the Agency as employees and assigned to the performance of the Services or any part thereof;
- (xxvi) 'Proposal/Package/Bid' means the Technical Proposal/Technical Part/ Packages/Bid and the Price Proposal/Financial Part /packages/Bid as the context so required.
- (xxvii) "Rupees" means the currency of India and shall be the currency used for the Project.

(xxviii) "SCC" means Special Conditions of Contract.

(xxix) "Services" means the work to be performed by the Agencies pursuant to this Contract for the purposes of the Project, as described in Bid document hereto;

(xxx) "Third Party" means any person or entity other than the Government, the Employer or the Agencies.

## 2. Interpretation

- (i) The headings shall not limit, alter or affect the meaning of this Contract and 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) If there is a conflict between provisions of the Agreement, the priority of documents shall be as specified below:
  - (a) The Contract Agreement;
  - (b) The Letter of Acceptance;
  - (c) Letters of Clarifications, if any;
  - (d) Addenda/Corrigenda to the Bid Document, if any;
  - (e) The Financial Bid;
  - (f) The Special Conditions of Contract including Bill of Quantities, if any;
  - (g) The General Conditions of Contract;
  - (h) The Work's Requirements;
  - (i) Instructions to Agencies; and
  - (j) Any other document forming part of the Contract

## 3. Obligations of the Third Party Agency

### 3.1 Scope of Work/Services to be performed

- (i) Third Party Agency shall perform Services relating to the Project. The Scope of the Work/Services is stated in **Section 5: Employer's Requirements**.
- (ii) Third Party Agency shall exercise reasonable skill, care and diligence in the performance of his obligations under the Agreement.
- (iii) Where the Services include the co-ordination between the Third Party

Agency and the Contractor on the Project, the Third Party Agency shall provide such co-ordination. The Third Party Agency shall obtain, co-ordinate and submit to the Engineer's Representative for his information and approval, all details, drawings, quantities, specifications arising from such co-ordination with others. Such co-ordination will take place throughout the period of the Services.

### **3.2 Performance Security**

**3.2.1** The Agency shall, within 28 days of the date of issuing the Letter of Acceptance, provide to the Employer, the Performance Security in a sum equal to the amount specified in the Contract Data, for the due observance and performance by the Agency of the Contract. In the event the Agency fails to provide the Performance Security within 28 days from the date of issue of the LOA, it may seek an extension of time for providing the performance security for a period not exceeding a further 7 days on payment of damages for such extended period in a sum calculated at the rate of 0.005% of the Accepted Contract Amount for each day until the Performance Guarantee is provided. The Contractor shall maintain the said Performance Guarantee at its own expense, so that it shall remain in full force and effect until the issue of Performance Certificate. In the event of a revision of the Contract Price, the value of the Performance Guarantee shall be increased proportionately by the Contractor, if required by the Employer. The cost of obtaining the Performance Guarantee shall be at the expense of the Contractor. The Contractor shall submit the Performance Guarantee in any of the following forms:

- (a) Unconditional and irrevocable Bank Guarantee from a scheduled bank (excluding co-operative banks) in India, in the form appearing in Section 8 [Contract Forms]; or
- (b) Banker's Cheque or Demand Draft drawn on a scheduled bank (excluding co-operative banks).

The scheduled bank issuing the bank guarantee shall be on "Structure Financial Messaging System (SFMS)" platform. A separate advice of the bank guarantee shall invariably be sent by the issuing bank to Employer's Bank through SFMS and only of the same by the Employer's Bank, the bank guarantee shall become operative and acceptable to the Employer. Further, the bank guarantees in original form along with a copy of "MT760COV (in case of bank guarantee message)/ MT767COV (in case of bank guarantee amendment message) Report" sent by the concerned issuing bank sealed in an envelope shall be submitted to the Employer.

The Issuing Bank shall send the SFMS to:

Beneficiary: Haryana Orbital Rail Corporation Limited

Bank Name:

Account No.

IFSC Code:

**Note:** All the instruments mentioned in (a) & (b) above should be in favour of:

Haryana Rail Infrastructure Development Corporation Limited (HRIDC), IRCON Tower, Plot No. 16, Sector-32, Gurugram, Haryana- 122003

**3.2.2** The Agency shall ensure that the Performance Security is valid and enforceable until the Agency has executed and completed the Works and remedied defects, if any. If, (a) the Agency does not complete the Works for any reasons whatsoever, and (b) the Agency has not become entitled to receive the Performance Certificate by 28 days prior to the expiry date of the Performance Security, the Agency shall be bound to extend the validity of the Performance Security until the Works have been completed and the defects have been remedied. If the Performance Security is or becomes invalid or unenforceable for any reason whatsoever, or if such security is withdrawn or expires, the Agency must immediately notify the Employer and obtain within 3 days a replacement guarantee in the form appearing in Section 8 [Contract Forms] and which is acceptable to the Employer in its absolute discretion.

**3.2.3** The provision, maintenance and renewal by the Agency of the Performance Security in accordance with this Sub-Clause 3.2 [Performance Security] shall be a condition precedent to any payment by the Employer to the Agency under the Contract.

**3.2.4** If the Agency fails to provide, maintain and renew the Performance Security in accordance with the Contract, the Employer shall, without prejudice to any other rights and remedies to which it may be entitled, shall have the right to invoke the Performance Security for the value equal to the damages to the Employer as a result of the Agencies failure and/or by written notice terminate the Contract in accordance with Clause 17.

### **3.3 Deleted**

## **4. Change in Constitution**

The Agency shall promptly notify to the Employer of any changes in the constitution of the Agency. Employer reserves the right to terminate the Agreement upon death, retirement, insanity or insolvency of any person being

the proprietor/partner in the Agency, or on the addition or introduction of a new partner managing the Project for the Agency without the previous approval in writing of the Employer. But in absence of and until its termination by the Employer as aforesaid, this Agreement shall be in full force and effect, notwithstanding any changes in the constitution of the firm by death, retirement, insanity or insolvency of any of its proprietors/partners or addition or introduction of any new partners. In case of death 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.

**5. Information**

EPC Contractor shall within a reasonable time give to the Agency, free of cost, all required information pertaining to the Services.

**6. Decisions**

On all matters referred to it in writing by the Agency, the Engineer shall give a decision in writing within a reasonable time.

**7. Assistance**

The Employer shall assist the Agency in:

- (i) providing unobstructed access wherever it is required for providing the Services as per the Scope of Work.
- (ii) Providing access to other organisations/Institutions for collection of information.

**8. Mobilisation of Personnel**

The qualifications and experience of the Agencies Representative and Key Personnel who shall be mobilised by the Agency to work on the project shall have to be got approved from the Engineer.

**9. Agencies Representatives**

For the administration of the Agreement, the Agency shall designate the official or individual to be his representative and who shall be responsible to the Engineer/Employer for various deliverables as per Section:5, Employer's Requirements

The Agency shall notify the Employer of the extent of powers and authority delegated to the Agencies Representative.

**10. Changes in Personnel**

(a) Except as the Employer may otherwise agree, no changes shall be made in the Key Personnel as stipulated in Clause 4 of Section 5 for the initial one year from the date of commencement of consultancy services. If, for any reason beyond the reasonable control of the Agency, it becomes necessary to replace any of the Personnel, the Agency shall forthwith, provide as a replacement a person of equivalent or better qualifications with the approval of the Engineer.

(b) If the Engineer

(i) finds that any of the Personnel has committed serious misconduct or has been charged with having committed a criminal action or

(ii) has reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Agency shall, at the Engineer's written request specifying the grounds therefore, forthwith, provide as a replacement a person with qualifications and experience acceptable to the Engineer.

**11. Liability of Agency to the Employer**

Agency shall be liable to pay compensation to the Employer arising out of or in connection with the Agreement, if a breach of Contract is established against him. Such compensation shall be limited to the amount of reasonably foreseeable loss and damage suffered as a result of such breach.

**12. Agreement Effective Date**

This Contract shall come into force and effect on the date notified in LoA by the Employer. This LOA shall be treated as agreement between the Employer and the Agency till formal agreement is executed.

**13. Commencement and Completion**

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.

Completion of the services shall be certified upon final submission of all the certificates and documents covered in the scope of this Contract. If all the documents have been satisfactorily submitted, the Employer shall issue the Completion Certificate.

**14. Deleted**

**15. Delays**

**15.1 Liquidated damages**

It shall be the bounden duty of the Agency to strictly adhere to the time for performance of various services indicated in the Contract. In case of any delays, the Agency shall be liable to pay liquidated damages as specified in Section 7 Special Condition of Contract Part A Contract Data.

**16. Exceptional Circumstances**

**16.1 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 reasons 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, proclamation, orders for requisitions issued by a Government department or competent authority or acts of God (hereinafter referred to as "event") or any other cause whether of similar or dissimilar nature beyond the reasonable control of the party affected then, provided notice of the happening of such an event as 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 obligation 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) If the Contract is terminated under this Clause, the Agency shall be paid fully for the work done under the Contract up to date of termination of contract.



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

## **16.2 Delays not on Account of the Agency**

If circumstances arise for which the Agency is not responsible and which make it impossible for him to perform in whole or in part the Services in accordance with the Contract including force majeure, the Agency shall promptly notify to the Engineer. In these circumstances, including force majeure, if certain Services have to be suspended, the time for their completion shall be extended until circumstances no longer exist plus a reasonable period not exceeding 7 days for resumption of them.

## **17. Abandonment, Suspension or Termination by Notice of the Employer**

- (i) The Employer on recommendation by the Engineer may suspend all or part of the Works or terminate the Agreement by notice of at least 30 days to Agency who shall immediately make arrangements to stop the Services and minimize expenditure.
- (ii) If the Employer considers that Agency is not discharging its obligations, the Employer can inform the Agency by written notice sent as per this clause stating grounds therein. If a satisfactory reply is not received within 7 days of receipt of the notice from the Agency, the Employer can by further notice terminate the Agreement provided that such further notice is given within 30 days of the Employer's former notice.
- (iii) If Agency is adjudged a bankrupt, or if he makes a general assignment for the benefit of his creditors, or if a receiver is appointed on account of his insolvency, or persistently disregards laws, ordinances, rules, regulations or orders of any public authority having jurisdiction, or otherwise is guilty of a breach of the Agreement, then the Employer may terminate the Services of the Agency as per the procedure given in the contract document.

The Employer may complete the project by whatever method may be deemed expedient and the Agency shall not be entitled to receive any additional payment. Also, Clause 11 of GCC shall be applied in cases of (ii) and (iii) above.

## **18. Rights and Liabilities of the Parties**

Termination of the Agreement shall not prejudice or affect the accrued rights or claims and liabilities of either party.

## **19. Payment to the Agency**

- 19.1. The rates given in the Bill of Quantities bid by the Agency and as accepted by HORCL/HRIDC will form the basis of payment for such items under this contract.

- 19.2. Payment for the work done will be made to the Agency only when the formal agreement has been executed between the parties .
- 19.3. The rates quoted by the Agency as per Bill of Quantities (BOQ) shall form the basis of 'on account payment' or the various items under this contract.
- 19.4. No advance payment shall be made to the Agency.
- 19.5. In the course of execution of various items of work under BOQ running bills payment for partly completed works will be made to the Agency as follows:
- (i) **Item No.1 - Inspection and certification of fabrication of steel girders:**  
The payment will be made for each girder after trial assembly inspection and submission of detailed inspection report to the Engineer. The measurement of Quantities (in MT) for the payment of each girder shall be as per RDSO or drawings approved by the Engineer.
  - (ii) **Item No.2 - Inspection and certification of fabrication of bearings:**  
The payment will be made for bearing inspected for each girder only after submission of detailed inspection report to the Engineer. The measurement of Quantities (in Sets) for the Payment of bearings for each girder shall be as per RDSO or drawings approved by the Engineer.

The quantum of such work for payment shall be certified by the Engineer whose decision shall be final and binding on the Agency.

- 19.6. Only Adjustment for variation in prices of labour shall be determined in the manner prescribed in of Indian Railways Standard General Conditions of Contract, April 2022 amended from time to time & up to date. Percentage of labour component considered for this Work shall be 100%.

**Base Month:** The Base Month for 'Price Variation Clause' shall be taken as the one month prior to closing of Bid unless otherwise stated elsewhere. The quarter for applicability of PVC shall commence from the month following Base month. The Price Variation shall be based on the average Price Index of the quarter under consideration.

The amount of variation in prices of labour components shall be worked out as follows:

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

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$$L_B \times 100$$

Where,

L= Amount of price variation in Labour

W= Gross value of Work done by Agency as per on-account bill(s)

L<sub>C</sub>= % of Labour component=100%

L<sub>B</sub>= Consumer Price Index for Industrial Workers-All India: Published in RBI bulletin for the base period

L<sub>Q</sub>= Consumer Price Index for Industrial Workers-All India: Published in RBI bulletin for the average price index of the 3 months of the quarter under consideration.

**20. Time for Payment**

Amounts due to the Agency shall be paid as specified in the Part-A Contract Data, Section 7, SCC and after deducting any amount to be withheld as due to the Employer, or has been awarded by an adjudicator or an arbitrator to the Employer pursuant to a referral under Sub-Clause 33.3[Arbitration] under Clause 22 [Disputed Invoices]. The Employer shall not be bound by any sum previously considered by him to be due to the Agency. The Employer may withhold payments until he receives the Performance Security under Sub-Clause 3.2 of General Conditions of Contract, (if any)

**21. Currency of Payment**

All payments shall be made in Indian Rupees (INR) only.

**22. Disputed Invoices**

If any item or part of an item in an invoice submitted by the Agency is contested by the Engineer/Employer then the Engineer shall within twenty-one (21) days of the date of issue of the Agencies invoice give prompt notice in writing with reasons and shall not delay payment of the balance of the invoice.

**23. Languages and Law**

This Contract shall be executed in the English language, which shall be binding and controlling language for all matters relating to the meaning or interpretation of this contract. This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Applicable Law in India. The Agencies shall perform the Services in accordance with the Applicable Law and shall take all practicable steps to ensure that any Personnel of the Agency comply with the Applicable Law.

**24. Copyright**

The copyright of all documents and drawings checked by the Agency in performance of the Services under the Agreement shall be vested in the Employer.

**25. Titles to Documents**

Titles to all technical data including, but not limited to specifications, drawings, flow diagrams, layout details and the contents thereof, furnished by the Company or the Authorised Representative to the Agency shall remain with the Company or the Authorised Representative as the case may be. The Agency shall not use or divulge the data to others except to the extent necessary in connection with the performance by the Agency. The Agency shall take all steps of use his best efforts to prevent any disclosure of such data to others by the Agencies personnel and shall take all reasonable steps necessary to prevent such disclosures. Upon the completion of the work or partial completion or partial termination, as the case may be, the Agency shall return all specifications, drawings or technical data furnished.

**26. Confidentiality**

The Agency shall during the tenure of the contract and at any time thereafter maintain strict confidence for all information relating to the work and shall not, unless

so authorized in writing by the Employer, divulge or grant access to any information about the work or its results and shall prevent anyone becoming acquainted with either through managers or its personnel. The Agency shall not, either during the term or after the expiration of this Contract, disclose any proprietary or confidential information relating to the Project, the Services, this Contract or the Employer's business or operations without the prior written consent of the Employer. The Agency shall also return all reports, notes and technical data relating to the operational matters to the Employer.

The Agency shall keep secret and confidential and shall not disclose to any third party does not use any unauthorized manner any confidential information regarding the present processing technology and the business affairs of the Employer which the Agency may have acquired through the negotiations, discussions, examination of drawings, designs, process layout, use of infrastructures, etc., leading to the conclusions of this Contract. The parties further agree not use such information for any purpose whatsoever except in the manner expressly provided for in this Contract. The obligations hereunder shall survive any termination or cancellation of this Contract.

The documents, all original field records, reports, spread sheets or other materials developed by the Agency under this Contract shall be delivered to the Employer and shall become the property of the Employer, to be used by the Employer in any manner required for the implementation of the project.

**27. Patents**

The Agency shall at all times indemnify the Employer against all claims which may be made in respect of the items for infringement of any right protected by patent, registration of design or trade mark.

**28. Conflict of Interest during the term of this Contract**

The remuneration of the Agency shall constitute the Agencies sole remuneration in connection with this Contract or the Services and, the Agency shall not accept for their own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or to the Services or in the discharge of their obligations hereunder, and the Agency shall use their best efforts to ensure that any Personnel either of them, similarly shall not receive any such additional remuneration.

Neither the Agency nor the Personnel of either of them shall engage, either directly or indirectly, during the term of this Contract, in any business or professional activities in India which would conflict with the activities assigned to them under this Contract.

Agency' shall not combine itself with those of a Construction Contractor and shall furnish an undertaking to the effect that the 'Third Party Agency' agrees to limit its role to that of an Agency and to disassociate itself, its associates/affiliates from work in any other capacity (including Biding relating to any goods or services for any part of the work) on this work other than that of Agency.

**29. Communication**

Any notice, request or consent required or permitted to be given or made pursuant to this Contract shall be in writing. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorised representative of the party to whom the communication is addressed, or when sent by registered mail and email to such Party at the address given in the proposal document for issue of proposal document.

**30. Publication**

Unless otherwise specified in Condition of Contract, the Agency alone or jointly with others can not publish material relating to the Services. Publication shall be subject to prior approval by the Employer.

**31. Claims for Loss or Damage**

Subject to Clause 11, any claim for loss or damage arising out of breach or termination of the Agreement shall be agreed between the Employer and the Agency, failing which the same shall be referred to arbitration in accordance with Clause 34.

**32. Taxes and Duties**

The Contract Price pertaining to provision of consultancy services, shall cover all costs incurred by the Agency for performing the stipulated Services. This shall not only include salaries, overheads and non-salary expenses, all allowance for contingencies, fees and profits, but all other costs and expenses incurred in carrying out the requirements of the Services, and the taxes including Goods and Services Tax (GST), duties, fees and other impositions under the Applicable Laws including any Withholding taxes etc. These costs shall include all costs for Sub-Agencys, and any other professional fees or services incurred by the Agency. The Contract Price shall also include all costs, office expenses, travel charges, expenses and allowance paid to or on behalf of International staff working in their own country or in India.

Agency and their personnel shall pay all taxes including Goods and Services Taxes (GST), cess, duties, fees and other impositions as may be levied under the Applicable Laws in India. In addition, they shall pay all taxes, fees and other impositions as may be applicable in their country of origin, as per their laws and regulations. All payments to the Agency, will be subject to deduction of tax at source in accordance with the provisions of the Indian Income tax Act and any other applicable law. The Agency shall take necessary clearance/exemption and registration certificate for Income Tax/ other Taxes/ GST, as applicable.

If rates of existing GST or cess on GST for Consultancy Contract is increased or any new tax /cess on Consultancy Contract is imposed by Statute after the Base Date (i.e. 28 days prior to the deadline for submission of bids) but within the original date of completion/date of completion extended under clause 13 of Conditions of Contract, the Agency thereupon properly pays such taxes/cess, The Agency shall be reimbursed the amount so paid.

Further, if rates of existing GST or cess on GST for Consultancy Contract is decreased or any tax/cess on Consultancy Contract is decreased / removed by Statute after the Base date (i.e. 28 days prior to the deadline for submission of bids), the reduction in tax amount shall be recovered from Agencies payments /Bid Security or any other dues of the Agency with the Government of India.

GST levied on the invoices raised by the Agency will be temporarily withheld at the time of making payment for the invoice. GST withheld will be released by HORCL/ HRIDC on submission of proof, i.e. copy of Form GSTR-1 (reflecting the particular invoice) after due verification from the GST portal by the Employer.

### **33. CLAIMS, DISPUTES AND ARBITRATION**

#### **33.1 Procedure for Claims**

If the Agency considers himself to be entitled to any extension of the Time for Completion and/or any additional payment, under any Clause of these Conditions or otherwise in connection with the Contract, the Agency shall give notice to the Engineer, describing the event or circumstance giving rise to the claim. The notice shall be given as soon as practicable, and not later than 28 days after the Agency became aware, or should have become aware, of the event or circumstance.

If the Agency fails to give notice of a claim within such period of 28 days, the Time for Completion shall not be extended, the Agency shall not be entitled to additional payment, and the Employer shall be discharged from all liability in connection with the claim.

The Agency shall also submit any other notices which are required by the Contract, and supporting particulars for the claim, all as relevant to such event or circumstance.

The Agency shall keep such contemporary records as may be necessary to substantiate any claim at location acceptable to the Engineer. Without admitting the Employer's liability, the Engineer may, after receiving any notice under this Sub-Clause, monitor the record-keeping and/or instruct the Agency to keep further contemporary records. The Agency shall permit the Engineer to inspect all these records, and shall (if instructed) submit copies to the Engineer.

Within 42 days after the Agency became aware (or should have become aware) of the event or circumstance giving rise to the claim, or within such other period as may be proposed by the Agency and approved by the Engineer, the Agency shall send to the Engineer a fully detailed claim which includes full supporting particulars of the basis of the claim and of the extension of time and/or additional

payment claimed.

### **33.2 Amicable Settlement**

In case any dispute between the Engineer and the Agency remains unresolved, the Agency shall, then, give notice of dissatisfaction and intention to commence arbitration to the Employer within 28 days after the occurrence of such event of dissatisfaction. The Parties shall make attempts to settle the dispute amicably before the commencement of arbitration.

### **33.3 Arbitration**

33.3.1 If the efforts to resolve all or any of the disputes through amicable settlement fails, then such disputes or differences, whatsoever arising between the parties, arising out of touching or relating to effect of the Contract or the breach thereof shall be referred to Arbitration in accordance with the following provisions:

- a) The Arbitration proceedings shall be assumed to have commenced from the day, a written and valid demand for arbitration is received by Managing Director of the Employer (MD/HRIDC).
- b) The disputes so referred to arbitration shall be settled in accordance with the Indian Arbitration & Conciliation Act, 1996 and amended by the Arbitration and Conciliation (Amendment) act, 2015 and any statutory modification or re-enactment thereof; Further, it is agreed between the parties as under:

Number of Arbitrators-The Arbitral tribunal shall consist of:

- (i) Sole Arbitrator (or)
- (ii) 3 (three) arbitrators

#### **1. Procedure for Appointment of Arbitrators**

The arbitrators shall be appointed as per following procedure;

##### **(i) In case of Sole Arbitrator:**

Within 30 days from the day when a written and valid demand for Arbitration is received by MD/HRIDC, the Employer will forward a panel of 03 names to the Agency. The Agency shall have to choose one Arbitrator from the panel of three, to be appointed as Sole Arbitrator within 30 days of dispatch of the request by the Employer. In case the Agency fails to choose one Arbitrator within 30 days of dispatch of the

request by the Employer, then MD/HRIDC shall appoint any one Arbitrator from the panel of Arbitrators as sole Arbitrator.

**(ii) In case of 03 Arbitrators:**

(a) Within 30 days from the day when a written and valid demand for Arbitration is received by MD/HRIDC, the Employer will forward a panel of not fewer than 5 nominees to the Agency. The Agency will then give his consent for any one name out of the panel to be appointed as one of the arbitrators within 30 days of dispatch of the request by the Employer.

(b) The Employer will decide the second Arbitrator. MD/HRIDC shall appoint the two Arbitrators, including the name of one Arbitrator for whom consent was given by the Agency, within 30 days from the receipt of the consent for one name of the Arbitrator from the Agency. In case the Agency fails to give his consent within 30 days of the request of the Employer then MD/HRIDC shall nominate both the Arbitrators from the panel. The third Arbitrator shall be chosen by the two Arbitrators so appointed by the parties out of the panel of Arbitrators provided to Agency or from the larger panel of Arbitrators to be provided to them by Employer at the request of two appointed Arbitrators (if so desired by them) and who shall act as presiding Arbitrator. In case of failure of the two appointed Arbitrators to reach upon consensus within a period of 30 days from their appointment, then, upon the request of either or both parties, the presiding Arbitrator shall be appointed by the MD/HRIDC within 14 days of receipt of request from either party or both parties.

(c) If one or more of the Arbitrators appointed as above refuses to act as Arbitrator, withdraws from his office as Arbitrator, or vacates his/their office/offices or is/are unable or unwilling to perform his functions as Arbitrator for any reason whatsoever or dies or in the opinion of the MD/HRIDC fails to act without undue delay, the MD/HRIDC shall appoint new Arbitrator/Arbitrators to act in his/their place except in case of new presiding Arbitrator who shall be chosen following the same procedure as mentioned in para ii(b) above. Such reconstituted Tribunal may, at its discretion, proceed with the reference from the stage at which it was left by the previous Arbitrator(s).

(d) The Employer at the time of offering the panel of Arbitrator(s) to be



appointed as Arbitrator shall also supply the information with regard to the qualifications of the said Arbitrators nominated in the panel along with their professional experience, phone nos. and addresses to the Agency. The minimum qualification and experience of the arbitrators which may be appointed by the Parties in accordance with the contract is set out below:

- (i) A Retired officer (not below E-8 grade in a central public sector undertaking in India, with which the Employer has no direct business relationship), of engineering or accounts/finance discipline, having experience in management of construction contracts; or
- (ii) A retired officer (not below the SAG level in Indian Railways) of any Engineering Services of Indian Railways or Indian Railway Accounts Service, having experience in management of construction contracts;

**2. Miscellaneous:** In any arbitration proceeding hereunder:

- (a) The language of arbitration shall be English. This arbitration shall be governed in accordance with the laws of India.
- (b) The venue of the arbitration shall be Gurugram, India. The cost of Arbitration including the fees of the Arbitrator shall be borne equally by both the parties.
- (c) The decision of the sole arbitrator or of a majority of the arbitrators (or of the third arbitrator if there is no such majority) shall be final and binding and shall be enforceable in the court at Gurugram, and the Parties hereby waive any objections to or claims of immunity in respect of such enforcement.

33.3.2 In the event that the Agency wishes to refer a dispute to arbitration in accordance with this Sub-Clause, it shall be required to serve a notice in this regard to the Managing Director, of the Employer for commencement of arbitration.

33.3.3 Pending the submission of and/or decision on a dispute and until the arbitral award is published, the Parties shall continue to perform their respective obligations under the contract without prejudice to a final adjustment in

accordance with such award.

33.3.4 The arbitrators shall have full power to open up, review and revise any certificate, determination, instruction, opinion or valuation of the Engineer relevant to the dispute. Nothing shall disqualify representatives of the Parties and the Engineer from being called as a witness and giving evidence before the arbitrators on any matter whatsoever relevant to the dispute. However, Conciliator cannot be present as a witness by either party in the arbitral proceedings.

33.3.5 Neither party shall be limited in the proceedings before such arbitrators to the evidence or arguments put before the Engineer to obtain his decision. No decision given by the Engineer in accordance with the contract shall disqualify him from being called as a witness and giving evidence before the arbitrators on any matter, whatsoever, relevant to dispute referred to arbitration.

33.3.6 Arbitration may be commenced prior to or after completion of the Works. The obligations of the Parties and the Engineer shall not be altered by reason of any arbitration being conducted during the progress of the Works.

#### **33.4 DELETED**

#### **33.5 Jurisdiction of Courts**

Where recourse to a Court is to be made in respect of any matter related to the Contract, the court mentioned in the Contract Data shall have the exclusive jurisdiction to try all disputes between the parties

#### **33.6 Suspension of Work on Account of Arbitration**

The reference to Conciliation / Arbitration shall proceed notwithstanding that the Works shall not then be or be alleged to be complete, provided always that the obligations of the Employer, Engineer and the Agency shall not be altered by reasons of arbitration being conducted during the progress of the Works. Neither party shall be entitled to suspend the work or part of the work to which the dispute relates on account of arbitration and payments to the Agency shall continue to be made in terms of the Contract

#### **34. Clarification;**

- (i) If the work to be done is not sufficiently detailed or explained in the Contract Document, the Agency shall apply to the authorities in writing for further written clarification and shall conform to the clarification provided. The Agency shall within the period stated in Part A, Contract Data notify the authority of all errors, omissions, inconsistencies, or other defects (including inaccuracies and inconsistencies) which it discovers in the contract Documents and shall obtain from authorities specific instructions in writing regarding any such error, omission, or defect before proceeding with the design work affected thereby.

**35. Relations between the Parties**

Nothing contained herein shall be construed as establishing a relation of master and servant or of agent and principal as between the Employer and the Agency. The Agency subject to this contract, have complete charge of Personnel performing the Services and shall be fully responsible for the services performed by them or on their behalf hereunder.

**36. Amendment to Agreement**

Modification of the terms and conditions of this Contract, including any modification of the scope of the Services, may only be made by written agreement between the Parties.

**37. Standard of Performance**

The Agency shall perform the Services and carry out their obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management practices, and employ appropriate advanced technology and safe and effective equipment, machinery, materials and methods. The Agency shall always act, in respect of any matter relating to this Contract or to the Services, as faithful advisers to the Employer, and shall at all times support and safeguard the Employer's legitimate interest in any dealings with sub- Agencies.

**38. Indemnifications: -**

The Agency shall indemnify, protect and defend at the their own expense, the Employer, the Engineer and employees from and against any and all actions, claims, losses or damages arising out of any violation by the Agency or in the course of the services of any legal provisions, or any rights or third parties, in

respect of literary property rights, copyrights, or patents. Prior approval of the Employer shall be obtained in writing for actions require so. **Some of the actions are listed below but not limited to:**

(a) Appointing such members of the Personnel which are not listed in proposed Key personnel.

(b) Documents Prepared by the Agency to be the Property of the Employer. All plans, drawings, specifications, designs, reports correspondence and other documents prepared by the Agency in performing the Services shall become and remain the property of the Employer, and the Agency shall, not later than upon termination or expiration of this Contract, deliver all such documents to the Employer, together with a detailed inventory thereof. The Agency shall not use these documents for purposes unrelated to this Contract without the prior written approval of the Employer.

### **39. Service of Notices**

#### **39.1 Notices to Agency**

- (i) All notices to the Agency shall be served by email or by post or by hand to the Agency or his authorized representatives. In case of notices delivered by post, they will be deemed to have been delivered after 7 days of dispatch.
- (ii) The Agency shall, on award of the Contract, furnish to the Engineer, the name, designation, address and telephone numbers and telefax numbers and e-mail address of his representative.

#### **39.2 Notice to Employer and Engineer**

All notices to the Employer or Engineer shall be signed by authorised representative only and served by email or by post or by hand to the address nominated for the purpose.

#### **39.3 Change of Address**

Parties to the Contract may change the nominated address with a notice to all concerned

### **40. Professional Indemnity Insurance**

The Agency shall effect and maintain Professional Indemnity Insurance (PII) for the amount in Indian Rupees stipulated in Part A-Contract Data, Section 7, SCC in respect of any design of the Works to be checked by the Agency. This

insurance shall ensure the Agencies liability by reason of professional negligence and errors in inspection and certification of girders/bearings.

This insurance shall be valid from the date of commencement of Works until 5 years after the date of issue of Performance Certificate. Alternatively, the Agency shall redeem the insurance before the expiry of the Yearly Insurance in such a way that the entire validity period is covered.

The Engineer will not issue Final Payment Certificate until the Agency has produced evidence that coverage of the PII has been provided for the aforesaid period.

## **SECTION 7**

### **Special Conditions of Contract (SCC)**

#### **Part A: Contract Data (CD)**

## Special Conditions of Contract (SCC)

### Part A - Contract Data

The following Special Conditions of Contract (SCC) shall supplement the General Conditions of Contract (GCC). Whenever there is a conflict, the provisions herein shall prevail over those in the GCC.

Sr. No.	Conditions	Reference to GCC	Data
1.	Employer's name and address	1 (x)	Haryana Orbital Rail Corporation Limited (HORCL), IRCON Tower, Plot No. 16, Sector-32, Gurugram, Haryana-122003 E-mail: gminfrahrdc@gmail.com
2.	Employer's Representative	1(xi)	Chief Project Manager/West, Haryana Orbital Rail Corporation Limited (HORCL), IRCON Tower, Plot No. 16, Sector-32, Gurugram, Haryana- 122003 E-mail: gminfrahrdc@gmail.com
3.	Engineer's name and address	1(xii)	RITES Limited in Consortium with SMEC International Pty Ltd, Through Project Director, GC - HORC 4th Floor, Plot No.144, RITES Limited, Sector-44, Gurugram, Haryana-122003
4.	Project Name	1(xxiv)	Haryana Orbital Rail Corridor (HORC) Project
5.	Performance Security	3.2	The Agency shall submit 5% (Five percent) of the Accepted Contract Amount in the form of an unconditional Bank Guarantee  Bank Guarantee shall be valid for a period of 28 days beyond the date of issue of completion certificate.

<b>Sr. No.</b>	<b>Conditions</b>	<b>Reference to GCC</b>	<b>Data</b>
6.	Completion period	13	Completion period: 1095 days
7.	Date of commencement of Works	13	Date Notified in LOA.
8.	Liquidated Damages	15.1	0.05% of the Accepted Contract Amount for each week or part thereof for delayed services. The maximum limit of Liquidated Damages shall be 5% of the accepted Contract Price.
9.	Time for Payment	20	Within thirty days (30) days from the submission of invoice to the Engineer.
10.	Communication	29	By email/Speed Post/Courier/receipt in GC office
11.	Place of Arbitration	33.3	Gurugram
12.	Jurisdiction of Courts	33.5	Gurugram
13.	Period of notification of all errors, omissions, inconsistencies, or other defects (including inaccuracies and inconsistencies) in the Contract Documents	34 (i)	28 days calculated from the issue of Letter of Acceptance



Sr. No.	Conditions	Reference to GCC	Data
14.	Notice to Employer and Engineer	39.2	<p>Haryana Orbital Rail Corporation Limited (HORCL), IRCON Tower, Plot No. 16, Sector-32, Gurugram, Haryana- 122003 E-mail: gminfrahrdc@gmail.com</p> <p style="text-align: center;"><b>And</b></p> <p>Project Director GC/HORC RITES Limited in Consortium with SMEC International Pty Ltd, 4th Floor, Plot No.144, RITES Limited, Sector-44, Gurugram, Haryana-122003</p>
15.	Insurance for Design (Professional Indemnity Insurance)	40.0	Equal to the Accepted Contract Amount.

# **Section 8**

## **Contract Forms (COF)**

## Section 8 - Contract Forms (COF)

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

### Table of Forms

Form No.	Forms- Description	Page No.
<b>COF/1</b>	Letter of Acceptance	<b>3</b>
<b>COF/2</b>	Contract Agreement	<b>5</b>
<b>COF/3</b>	Form of Performance Security	<b>7</b>

**FORM No. COF/1**

# Letter of Acceptance

*[on letterhead paper of the Employer]*

To

\_\_\_\_\_ (Name & Address of the Agency)

Dear Sir,

Kind Attention: Mr. \_\_\_\_\_

Sub: BID No. \_\_\_\_\_ FOR THE WORK OF

Ref: a. Your Bid dated \_\_\_\_\_

b. Your letter No. \_\_\_\_\_ dated \_\_\_\_\_

c. Your letter No. \_\_\_\_\_ dated \_\_\_\_\_

1. This is to notify you that your Bid dated \_\_\_\_\_ *[Insert Date]* for execution of the \_\_\_\_\_ *[Insert name of the contract and identification number]* for the Accepted Contract Amount of the equivalent of INR \_\_\_\_\_ *[Insert amount in numbers and words and name of the currency]* as corrected and modified in accordance with the Instructions to Agencies, is hereby accepted.
2. The Works/Services are to be completed within \_\_\_\_\_ *[insert period of completion]* of date of issue of "Letter of Acceptance". The date of issue of this "Letter of Acceptance" will be treated as "Effective Date" for the purpose of this Contract for commencement of the Works/Services.
3. You are requested to furnish the Performance Security within 28 days from the date of issue of Letter of Acceptance for the amount stated in the Bid documents in accordance with the Conditions of Contract as per Contract Form No. COF/3 included in the Bidding Document.
4. You shall furnish the Bonds, Guarantees, Undertakings and Warrantees as stipulated in the Bid Documents as per the Contract Forms.
5. You shall ensure full compliance with tax laws of India with regard to this Contract and shall be solely responsible for the same. You shall submit copies of acknowledgements evidencing filing of returns every year and shall keep the Employer fully indemnified against your liability of tax, interest, penalty etc. in respect thereof, which may arise.
6. You shall also undertake not to use information gained in the performing of the works for any purpose without obtaining the prior approval of HRIDC and shall not make any public announcement or divulge any material relating to the project either in India or overseas without the prior written consent of HRIDC.
7. Until a formal agreement is signed, this Letter of Acceptance will constitute a binding contract between you and HORCL.

8. This Letter of Acceptance is sent to you in duplicate. You are required to return one copy duly signed and stamped on all pages including your unconditional acceptance thereof so as to reach the undersigned within four days of issuance of this letter, as a token of your acknowledgement.

Yours faithfully,

\_\_\_\_\_  
Signature of Authorized Signatory

\_\_\_\_\_  
Name and Title of Signatory

**FORM No. COF/2**

## **Contract Agreement**

This Agreement (hereinafter called the "Contract") is made at \_\_\_\_\_ *[insert place of work]* on the \_\_\_\_\_ day of \_\_\_\_\_ *[month]* 2024 between \_\_\_\_\_ *[Name and address of the Employer]* hereinafter called "the Employer") of the one part and \_\_\_\_\_ *[Name and Address of the Third Party Agency (TPA)]* \_\_\_\_\_ *(hereinafter called "the Agency")* of the other part:

Whereas the Employer is desirous that the \_\_\_\_\_ *[Name of the Services]* hereinafter called "the Services") should be executed and has accepted a bid by the Agency for the execution and completion of such services and the remedying of any defects therein.

The Employer and the Agency agree as follows:

- 1) In this Agreement words and expression shall have the same meanings as are respectively assigned to them in the Contract Documents hereinafter referred to.
- 2) 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.
  - a) The Contract Agreement
  - b) The Letter of Acceptance
  - c) Letters of Clarifications, if any
  - d) Addenda/Corrigenda to the Bid Document, if any
  - e) The Financial Bid
  - f) The Special Conditions of Contract including Bill of Quantities, if any
  - g) The General Conditions of Contract
  - h) The Employer's Requirements
  - i) Instructions to Agencies
  - j) The Bid Documents including all the Sections
  - k) The Technical Bid
  - l) Any other document forming part of the Contract
- 3) In consideration of the payments to be made by the Employer to the Agency as hereinafter mentioned, the Agency hereby covenants with the Employer to complete the Services as stipulated in Bid Document issued by the Employer and to remedy any defects therein in conformity in all respects with the provisions of the Contract.
- 4) The Employer hereby covenants to pay the Agency in consideration of the completion of the services and the remedying of defects therein, the Contract

Price being the sum stated in the Letter of Acceptance subject to such additions there to or deductions there from as may be made under the provisions of the Contract at the times and in the manner prescribed by the Contract.

5) OBLIGATION OF THE AGENCY

The Agency shall ensure full compliance with tax laws of India with regard to this Contract and shall be solely responsible for the same. The Agency shall submit copies of acknowledgements evidencing filing of returns every year and shall keep the Employer fully indemnified against liability of tax, interest, penalty etc., of the PC in respect thereof, which may arise.

6) GOVERNING LAW

This Contract is enforceable and construed under the laws of the Republic of India.

7) JURISDICTION OF COURT

The Courts at Gurugram shall have the exclusive jurisdiction to try all disputes arising out of this agreement between the parties.

IN WITNESS WHEREOF the parties here to have caused this Agreement to be executed in accordance with the laws of the Republic of India. on the day, month and year specified above.

For and on behalf of the Agency

For and on behalf of the Employer

Signature of the authorized official

Signature of the authorized official

Name of the official

Name of the official

Stamp/Seal of the Agency

Stamp/Seal of the Employer

in the presence of:

in the presence of:

Sign of Witness \_\_\_\_\_

Sign of Witness \_\_\_\_\_

Name \_\_\_\_\_

Name \_\_\_\_\_

Address \_\_\_\_\_

Address \_\_\_\_\_

**FORM No. COF/3**

**FORM OF PERFORMANCE SECURITY  
(Demand Guarantee)**

*[Guarantor letterhead or SWIFT identifier code]*

**Form: -**

[Name and Address of the Bank]

**Beneficiary: Chief Project Manager,**

Haryana Rail Infrastructure Development Corporation Limited,  
5<sup>th</sup> Floor, Plot No. 143, Rail Tel Tower, Sector 44,  
Gurugram,  
Haryana: 122003

**Date:** \_\_\_\_\_ *[Insert date of issue]*

**PERFORMANCE GUARANTEE No.:** \_\_\_\_\_

**Guarantor:** *[Insert name and address of place of issue, unless indicated in the letterhead]*

We have been informed that \_\_\_\_\_ (hereinafter called "the Applicant") has entered into Contract No. \_\_\_\_\_ dated \_\_\_\_\_ with the Beneficiary, for the performance of Services for "Third Party Inspection and Certification of Fabrication of Steel Girders and Bearings of HORC Project." (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, a Performance Guarantee is required.

At the request of the Applicant, we as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of \_\_\_\_\_ (<sup>1</sup>), such sum being payable in the currency in which the Contract Price is payable, upon receipt by us of the Beneficiary's complying demand supported by the Beneficiary's statement, whether in the demand itself or in a separate signed document accompanying or identifying the demand, stating that the Applicant is in breach of its obligation(s) under the Contract, without

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<sup>1</sup> The Guarantor shall insert an amount representing the percentage of the Accepted Contract Amount specified in the Letter of Acceptance, less provisional sums, if any, to the Beneficiary.



the Beneficiary needing to prove or to show grounds for your demand or the sum specified therein.

This guarantee shall expire, no later than the .... Day of ....., 20...., and any demand for payment under it must be received by us at this office indicated above on or before that date.

This guarantee is subject to the Uniform Rules for Demand Guarantees (URDG) 2010 Revision, ICC Publication No. 758, except that the supporting statement under Article 15(a) is hereby excluded.

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*[signature(s)]*

***Note: All italicized text (including footnotes) is for use in preparing this form and shall be deleted from the final product.***