

**HARYANA RAIL INFRASTRUCTURE DEVELOPMENT
CORPORATION LIMITED**



TENDER DOCUMENT

(Online e-tender, Two Packet system)

Tender No. HRIDC/VEH/CDG/2023

Name of Work: Hiring of Air-conditioned vehicles for the use of HRIDC officials at Chandigarh office for a period of Two-years.

Tender Estimated Cost: Rs. 76.94 Lacs

Tender closing date: 19.06.2023, up to 15.00 hrs.

Date of opening of tender: 19.06.2023 at 15.30 hrs.

**HARYANA RAIL INFRASTRUCTURE DEVELOPMENT CORPORATION
LIMITED**

HRIDC Office: Plot No. 143, 5th Floor, RailTel Tower, Sector – 44, Gurugram, Haryana -
122003

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

First Packet (Technical Bid)

CHECK LIST

CHECK LIST OF ITEMS TO BE COMPLIED BY TENDERER(S) BEFORE SUBMITTING THEIR TENDERS. THE TENDERER(S) SHALL ENSURE THAT THE FOLLOWING ARE COMPLIED BEFORE SEALING THE TENDER DOCUMENT: -		
SN	Description	Done or Not
1.	Rates have been quoted on overall schedule amount in percentage in Rate sheet schedule 6.	
2.	Address for correspondence has been given at Section 2 Para 2.2, and Envelope has been addressed accordingly.	
3.	Tenderer's General information filled up in Annexure -I with attached documents/proof page marked/indicated.	
4	All the Annexures from Annexure -I to Annexure -XV properly filled up and relevant documents attached and indicated in Annexures, where asked.	
5.	Earnest Money Deposit as per NIT/ Clause No. 2.2 & 3.1.4 of Section-3 has been attached.	
6.	Company seal should be put.	
7.	The tender shall be accompanied with the following: -	
	(i) Copy of Earnest Money Deposit as per NIT/ Clause No. 3.1.4 of Section-3 has been attached.	
	(ii) Attested copies & Certificate of documents towards fulfilling of Eligibility Criteria by the Tenderer(s) as per Tender Notice.	
	(iii) Partnership deed/ resolution as applicable have been attached.	
	(iv) Power of Attorney as applicable has been attached.	
	(v) Any other relevant documents have been attached.	
8.	The tender document shall be sealed in a cover properly. Any loose paper/ documents separately shall not be considered as part of tender offer.	
9.	RATES TO BE QUOTED ON RATE SHEET ONLINE ONLY.	

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**Format for forwarding letter by Tenderer(s)
(On letter head of Firm/Company)**

To,

**GM (IE & Admin)
HRIDC, Gurugram
Plot No 143, 5th Floor, RailTel Tower, Sector - 44,
Gurugram, Haryana - 122003**

Name of Work: - Hiring of Air-conditioned vehicles for the use of HRIDC officials at Chandigarh office for a period of Two-years.

Ref:

I/We..... have read the various conditions of tender attached hereto and hereby agree to a Tenderer by the said conditions. I also agree to keep this tender **Two packet open tender** for acceptance for a period of **90 days** from the date fixed for opening the same and in default thereof, I/We will be liable for forfeiture of my/our "Bid Security (Earnest Money Deposit)". I/We offer to do the work as set out in the Tender Document. I/We also agree to a Tender by the General Conditions of the Contract and to carry out the work according to the special conditions as laid down by the HRIDC Administration for the execution of present contract.

1. A sum of Rs. (Rs. only) is being submitted online through net banking /payment gateway etc. as Bid Security (Earnest Money Deposit). The value of the Bid security (Earnest Money) shall stand forfeited without prejudice to any other rights or remedies if:

I/We do not execute the contract agreement within 7(seven) days of receipt of notice by the HRIDC Administration that such documents are ready.

OR

I/We do not commence the work within 15 days after receipt of orders to that effect.

OR

After submitting my/our tender, if I/were resile from my/our offer or modify the terms and conditions thereof in a manner not acceptable to the HRIDC.

2. I/We agree to give the Performance Guarantee (PG) in a form of irrevocable bank guarantee/ FDR issued by any Scheduled Bank amounting to 5% of the contract value to the HRIDC within 60 days from the date of issue of letter of acceptance and before signing of the agreement
3. Until a formal agreement is prepared and executed acceptance of this tender shall constitute a binding contract between us subject to the modifications, as may be mutually agreed to, between us and indicated in the letter of acceptance or my/our offer for the work.

Signature of Witness.....

Name & Address of witness

Signature of Tenderer(s)

Tenderer's Address

Instructions to Tenderers for Online bidding

General: - Submission of Online Bids (Two Package System) is mandatory for this Notice Inviting Tender. E-Tendering is new methodology for conducting Public Procurement in a transparent and secured manner. Supplier/Tenderers will be the biggest beneficiaries of this new system of procurement. For conducting electronic tendering, HRIDC has decided to use the portal (<https://etendershry.nic.in>). The tenderer/Tenderers must have Class-III Digital Signature Certificate & must be registered on E-TENDER portal. Only registered tenderer/Tenderers can participate on e-Tendering. All relevant documents must be uploaded at the time of participating in e-Tendering.

Instructions: -

1. Online Bidding Methodology:

Online Bid System (Two Packet System)

2. Broad outline of activities from Tenderers perspective: -

- 2.1. Procure a Digital Signing Certificate (DSC)
- 2.2. Register on E-TENDER Portal.
- 2.3. Create Users and assign roles on E-TENDER Portal
- 2.4. View Notice Inviting Tender (NIT) on E-TENDER Portal.
- 2.5. Download Official copy of Tender Documents from E-TENDER Portal.
- 2.6. Clarification to Tender Documents on E-TENDER Portal - Query to HRIDC
(Optional) - view response to queries posted by HRIDC through addenda.
- 2.7. Bid Submission on E-TENDER Portal: Prepare & arrange all documents/paper for submission of bid online & tender fees & EMD.
- 2.8. Attend Public Online Tender Opening Event (TOE) on E-TENDER Portal.
- 2.9. Post TOE clarification on E-TENDER Portal (Optional). Respond to HRIDC's post – TOE queries.

For participating in this tender online, the following instructions are to be read carefully. These instructions are supplemented with more detailed guidelines on the relevant screens of the E-TENDER Portal.

Note 1:- It is advised that all the documents to be submitted (See section 2 & 3 of tender document) are kept scanned and converted to PDF format in a separate folder on your computer before starting online submission. The price bid (Excel Format) may be downloaded and rates may be filled appropriately. This file may also be saved in a secret folder on your computer.

Note 2:- While uploading the documents it should be ensured that the file name should be the name of the document itself.

3.0 Two Packet System: -

The tender uploaded by the tenderer(s) will consist of TWO Packets/Files i.e. Packet-I/File-I and Packet-II/File-II.

1. “Packet-I/File-I” – Technical Bid will be opened after closing of uploading of tender i.e. 19.06.2023 at 3:30 PM. The Bid shall contain All requisite documents mentioned in the tender document. Complete Tender document along with Corrigendum/Addendum if any issued time to time. Tenderers are requested to ensure that all such documents and Annexure duly filled and signed by legally authorized signatory are uploaded, completed in all respects with their Packet-I/File-I failing which his/their offer is liable to be rejected.
2. Packet II/File II-FINANCIAL BID (SECOND PACKET) shall contain the Financial Bid only and will be uploaded along with File-I/Packet-I on or before the tender opening date. Financial Bid of only those tenderer(s) will be opened whose Packet-I/File-I (Technical Bid) is found eligible as per Tender Conditions. The time, date and venue of opening of Packet-II/File-II (Financial Bids) shall be notified to the successful tenderer(s) after evaluation of Packet-I/File-I (Technical Bids). The same shall be opened on due date in the presence of tenderers/their representatives as may wish to attend the same.

Further, offered rates should be filled up in the Schedule-6, Schedule of Quantities and Rates i.e. Financial Bid Sheet (Packet-II/File-II). Rates offered in any other Performa/Form shall be summarily rejected.

4.0 Digital Certificate:

For integrity of data and its authenticity/ non repudiation of electronic records and to be compliant with IT Act 2000, it is necessary for each user to have a Digital Certificate (DC) also referred to as Digital Signature Certificate (DSC) of class III issued by a Certifying Authority (CA) licensed by Controller of Certifying Authority (CCA) (refer <http://www.cca.gov.in>).

5.0 Registration:

The Tender documents can be downloaded from the website <https://etendershry.nic.in> and to be submitted in the e - format. Cost of the Tender Documents and Bid Security etc. have to be submitted online through net banking /payment gateway etc on the portal, as per NIT & at the time of submission of the tender otherwise the Bid will not be considered. Amendments, if any, to the tender document will be notified in the above website as and when such amendments are notified. It is the responsibility of the Tenderers who have downloaded the tender documents from the website to keep themselves abreast of such amendments before submitting the tender documents. Intending Tenderers are requested to register themselves on E-tender portal through <https://etendershry.nic.in> for obtaining user – ID and password by paying Tenderer registration fee and processing fee for participating in the above-mentioned tender. ‘Vender Manual’ containing the detailed guidelines for E-Tendering is available on <https://etendershry.nic.in>.

- 6.0 (i)** HRIDC has decided to use process of E- Tendering for inviting this tender and thus the physical copy of the tender documents would not be sold/accepted.

- (ii) To participate in E-tender, it is mandatory for Tenderer (S) to get themselves registered on E-tender portal and to have user ID & Password. Payment of registration fee can be done through <https://etendershry.nic.in>.

7.0 Documents establishing Tenderer's eligibility and qualification as per bid: -

The Tenderer shall furnish, as part of his bid document establishing the Tenderers' eligibility. All these documents should be numbered and should be signed by Tenderer in each page.

- 7.1** Tender fee and EMD have to be deposited through e-payment only. The tender processing fees as per applicable rate payable through the e-payment gateways to E-TENDER portal is Non-refundable. Payments against this tender towards tender document cost and earnest money are to be done before the schedule date & time of submission of the tender otherwise the Bid will not be considered.
- 7.2** Tender documents (s) in original, duly filled in should be signed by Tenderer or his Authorize representative along with seal on each page. All corrections and overwriting must be initiated with date by the Tenderer or his authorized representative.
- 7.3** Copy of PAN card.
- 7.4** The authenticated copy of registered partnership deed and registration of the firm from registrar of firm in case of partnership firm.
- 7.5** Duly filled Annexures are to be submitted along with tender documents.
- 7.6** Tenderer's profile duly filled in, as per section -3 of tender document.
- 7.7** Article of association and memorandum in case of private/public limited company/partnership firm/trust.
- 7.8** Copy of E.P.F. registration.
- 7.9** Copy of ESI Certificate.
- 7.10** Copy of GST registration no.

Note: - Any discrepancy found in the downloaded tender document submitted by the Tenderer compared to uploaded tender document, the tender document uploaded by the HRIDC will be treated as valid and any changes (found in the tender document submitted by the Tenderer) at any stage, will be treated as fraud done to the HRIDC, and will be liable to cancellation of agreement done (if any) & appropriate action will be taken against the Tenderer.

8. The following 'FOUR KEY INSTRUCTIONS for TENDERERS' must be assiduously adhered to:

1. Obtain individual Digital Signing Certificate (DSC or DC) well in advance of your first tender submission deadline on E-TENDER Portal.
2. Register your organization on E-TENDER Portal well in advance of your first tender submission deadline on E-TENDER Portal.
3. Get your organization's concerned executives trained on E-TENDER Portal using online training module well in advance of your tender submission deadline on E-TENDER Portal.
4. Submit your bids well in advance of tender submission deadline on E-TENDER Portal

(HRIDC should not be responsible for any problem arising out of internet connectivity issues).

9. Method for submission of bid documents

In this TENDER the Tenderer has to participate in e-bidding online. Bid Documents submitted physically offline shall not be considered/entertained.

Note: The Tenderer has to upload the Scanned copy of all above documents during online Bid submission

10. System of Quoting rates

As per the instructions given on E-tender portal website i.e. <https://etendershry.nic.in>

11. Modification / Withdrawal of bids:

- (i) The Tenderer may modify/ withdraw its e-bid after submission prior to the Bid Due Date & time. No Bid shall be modified / withdrawn by the Applicant on or after the Bid Due Date & time.
- (ii) Any alteration/ modification in the Bid or additional information supplied subsequent to the Bid Due Date, unless the same has been expressly sought for by the Authority, shall be disregarded.
- (iii) For modification of e-bid, applicant has to detach its old bid from e-tendering portal and upload / resubmit digitally signed modified bid.
- (iv) For withdrawal of bid, applicant has to follow the instructions given on E-TENDER portal website i.e. <https://etendershry.nic.in>

12. Other instructions

For further instructions, the Tenderer should visit the web-portal (<https://etendershry.nic.in>), and login to it and upload documents of bid.

Important Note: It is strongly recommended that all authorized users of Supplier organizations should thoroughly peruse the information provided under the relevant links, and take appropriate action.

SECTION: 1
NOTICE FOR INVITING TENDER (NIT)

1	E-Tender No.	Tender No. HRIDC/VEH/CDG/2023
2	Name of Work	Hiring of Air-conditioned vehicles for the use of HRIDC officials at Chandigarh office for a period of 02 (Two) years.
3	Estimated Cost of Work	Rs. 76,93,618/- (Rs. Seventy Six Lakh Ninty Three Thousand Six Hundred and Eighteen only) incl. GST @5%
4	Completion Period	24 (Twenty-Four) months.
5	Type of BID	Open E-Tender Two Packet System
6	Tender Fee and e-service fee	Rs. 5000/- (+) Rs. 1000/- (plus 18% GST) = Rs. 6,180/- (incl. GST @18%) to be paid online through payment gateway provided at https://etendershry.nic.in
		Or
		MSEs registered with a body specified by ministry of MSME for the item tendered are exempted from submission of cost of document, for which, the tenderers will have to upload the exemption certificate on the E- Tender Portal.
7	Bid Security/Earnest Money	Amount of Bid security: Rs. 1,53,900/- . Bid Security as per clause 3.7 of ITT to be paid online through payment gateway provided at https://etendershry.nic.in .
8	Availability of Bid documents from	25.05.2023 at 5:00 PM on https://etendershry.nic.in .
9	Start date & Time of Bid submission	09.06.2023 at 5:00 PM
10	Last date & time of online receipt of bid	19.06.2023 up to 3:00 PM
11	Date and time of Online opening of bid	Technical Bids will be opened after closing of uploading of tender i.e. 19.06.2023 at 3:30 PM . Financial bids of the eligible tenderers would be opened subsequently on the date & time to be notified later on.
12	Validity of offer	90 days from the date of opening of tender.
13	Address for Communication	GM (IE & Admin) HRIDC, Gurugram Plot No. 143, 5 th Floor, RailTel Tower Sector – 44, Gurugram, Haryana - 122003 Website: https://www.hridc.co.in E-mail: hridc2017@gmail.com
14	Help Desk for E-Tendering	For any clarification, help and registration for E-Tendering & matter relating to Digital Signature, contact at Help desk

15	Availability of Tender Documents	The Tender documents can be downloaded from https://etendershry.nic.in Tenderer who wishes to view free Notification and Tender Documents can visit https://www.hridc.co.in . HRIDC may issue Addendum (s)/Corrigendum (s) to the Tender document, if any, which shall be issued at least seven days in advance of date of opening of tender and placed on the website https://etendershry.nic.in .
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Note:

- Tender documents should be downloaded from the website address <https://etendershry.nic.in>. Payment of EMD & Tender Document fee, in respect of e-tendering, should be accepted through net banking or payment gateway only, before the schedule date and time of submission of the tender otherwise the Bid will not be considered/shall be summarily rejected.
- Fixed Deposit Receipt (FDR) will not be accepted as EMD for tender invited on E-TENDER PORTAL. The tender document are also available on official website of HRIDC i.e. <https://www.hridc.co.in>
- No tender document will be available offline. Downloading tender documents online and submission of tender online is mandatory for this tender.
- No request for extension of the Tender Due Date shall be considered.
- The Offer shall be valid for **90 days** from the date of opening of the tender, and extended further if required from time to time. The Contractor cannot withdraw their offer within the period of validity/extended validity lest liable to forfeiture of Earnest Money Deposit (Tender Security).
- Notice Inviting Tender (NIT), Tender Document and Corrigendum/Addendum if any, will be posted on the E Tendering website <https://etendershry.nic> in Tenderers are advised to complete all submission related work well before Time and Date for Submission of Tender Online. Any request for modification in the time/date of submission of tender due to tenderer's failure to submit his offer, will not be accepted.

Any further addendum/Corrigendum for this tender will be posted in HRIDC tendering portal. Interested Tenderers are advised to check website regularly for any Addendum/Corrigendum.

**GM (IE & Admin)
HRIDC, Gurugram**

SECTION -2

Invitation for Tenders (IFT)

Dear Sir,

.....

.....

GM (IE & Admin), HRIDC, Plot No. 143, 5th Floor, RailTel Tower, Sector – 44, Gurugram, Haryana - 122003, Gurugram, for and on behalf of HRIDC invites, Tenders in **Two Packet Open E-Tender system**, from the tendering firms for hiring of vehicles.

2.1 SCOPE OF WORK

The contractor will be required to provide stipulated quantities of specified field vehicles for stipulated time duration in perfect condition with drivers to HRIDC on hiring basis. (As per SECTION –6) and clause 5.2 of the tender document.

2.2 KEY DETAILS OF THE TENDER ARE AS UNDER-

1	E-Tender No.	Tender No. HRIDC/VEH/CDG/2023
2	Name of Work	Hiring of Air-conditioned vehicles for the use of HRIDC officials at Chandigarh office for a period of 02 (Two) years.
3	Estimated Cost of Work	Rs. 76,93,618/- (Rs. Seventy Six Lakh Ninty Three Thousand Six Hundred and Eighteen only) incl. GST @5%
4	Completion Period	24 (Twenty Four) months
5	Type of BID	Open E-Tender Two Packet System
6	Tender Fee and e-service fee	Rs. 5000/- (+) Rs. 1000/- (plus 18% GST) = Rs. 6,180/- (incl. GST @18%) to be paid online through payment gateway provided at https://etendershry.nic.in
		Or
		MSEs registered with a body specified by ministry of MSME for the item tendered are exempted from submission of cost of document, for which, the tenderers will have to upload the exemption certificate on the E-Tender Portal.
7	Bid Security /Earnest Money Deposit (EMD) (Tender Security)	Amount of Bid security: Rs. 1,53,900/-. Bid Security as per clause 3.7 of ITT to be paid online through payment gateway provided at https://etendershry.nic.in .

8	Availability of Bid documents from	25.05.2023 at 5:00 PM on https://etendershry.nic.in . and www.hridc.co.in
9	Start date & Time of Bid submission	09.06.2023 at 5:00 PM
10	Last date & time of online receipt of bid	19.06.2023 up to 3:00 PM
11	Date and time of Online opening of Technical bid	19.06.2023 at 3:30 PM
12	Validity of offer	90 days from the date of opening of tender.
13	Address of Communication	Office of the GM (IE & Admin), Haryana Rail Infrastructure Development Corporation Gurugram-122003 Website: https://www.hridc.co.in
14	Help Desk for E-Tendering	For any clarification, help and registration for E-Tendering & matter relating to Digital Signature, contact at Help desk of https://etendershry.nic.in
15	Availability of Tender Documents	The Tender documents can be downloaded from https://etendershry.nic.in .Tenderer who wishes to view free Notification and Tender Documents can visit https://etendershry.nic.in HRIDC may issue Addendum (s)/Corrigendum (s) to the Tender document, if any, which shall be issued at least seven days in advance of date of opening of tender and placed on the website.

Payment of EMD & Tender Document fee, in respect of e-tendering, should accepted through net banking or payment gateway only, before the schedule date and time of submission of the tender otherwise the Bid will not be considered/shall be summarily rejected.

Note: -

1. Fixed Deposit Receipt (FDR) will not be accepted as EMD for tender invited on E-TENDER (e- tender portal).
2. The Bid Security/ Earnest Money of the requisite amount is required to be deposited Online Only. Due to Technical Limitations of E-Tender Portal of Haryana Govt. acceptance of Bid Security/EMD through BG/ ST has been marked as **Yes** but only **Online submission of Bid Security/ EMD is allowed.**

SECTION-3

Information and Instructions to Tenderer(s) (ITT)

3.1 INFORMATION

- 3.1.1** E-Tender has been invited under “**TWO PACKET SYSTEM**”.
- 3.1.2** The tenderer(s) can download the Bid document online from the website address <https://etendershry.nic.in> as per the date & timing mentioned in SECTION –I of the bid document.
- 3.1.3** Tender document are also available on HRIDC’s official website i.e. <https://www.hridc.co.in>.
- 3.1.4** *Payment of EMD & Tender Document fee, in respect of e-tendering, should be accepted through net banking or payment gateway only, before the schedule date and time of submission of the tender otherwise the Bid will not be considered and shall be summarily rejected.*
- 3.1.5** The entire bid document shall be scanned & uploaded online on the website. The hard copy of those pages should be scanned after sign and stamp. Tender document shall be accompanied with the scanned copies of Bid deposit in proper form, document about the status of the firm such as Partnership Deed etc. Power of Attorney; documents in support of the of Tender(s), all documents mentioned in Annexure-I.
- 3.1.6** All tender shall be uploaded in accordance with the instruction contained in these documents (hereinafter called as tender document). Non-Compliance with any of the instruction set forth herein above is liable to result in the tender being rejected.
- 3.1.7** A firm shall submit only one offer against the E-Tender. In case, a firm submits more than one Tender, such a firm will be disqualified.
- 3.1.8** In preparing the Proposal, Tenderer(s) are expected to examine all terms and conditions included in the document. Failure to provide all requested information will be at own risk of the Tenderer(s) and will result in rejection of the proposal submitted by the Tenderer(s).
- 3.1.9** If the Tenderer(s) deliberately gives/ give wrong information in his / their tender or creates /create circumstances for the acceptance of his/ their tender, then HRIDC reserves the right to reject such tender at any stage.
- 3.1.10** While quoting the online rates in bid sheet provided on <https://etendershry.nic.in> Tender(s) are expected to take into account the requirement and conditions of the tender documents.
- 3.1.11** The proposal shall contain no inter-lineation or overwriting, except as necessary to correct errors made by the firm itself. Any such corrections must be initialled by the person or persons who sign(s) the Proposals.
- 3.1.12** A master copy of the document downloaded from the website mentioned above shall be kept in the office of the tender inviting authority. In case of any discrepancy between the tender document downloaded from the website and the master copy, the later shall prevail and shall be binding on the Tenderer(s). The offer received shall be deemed to have been submitted on the document as uploaded and appearing in the website mentioned above whose master copy is kept in the office of the tender inviting authority and the agreement shall also be prepared on the basis of master document kept in the office of tender inviting authority.

The Tenderer(s) downloading the documents from internet must keep themselves updated through the website from which the tender document is downloaded regarding corrigenda, if any, to the notice inviting tender or the tender document, which shall be uploaded in the same website and also published in newspapers. The offers received without such corrigenda published shall be liable to be rejected.

3.1.13 Any wilful changes/deletion/addition in printing carried out in the tender documents shall be viewed very seriously, whether detected at the time of opening/award of tender or after award of work and the same may result in penal action including banning of further business with the defaulting Tenderer(s). In addition, the Tenderer(s) are liable to be prosecuted for the same as per law.

3.1.14 The tenderer whether sole proprietor / a company or a partnership firm / joint venture (JV) / registered society / registered trust / HUF / LLP etc. if they want to act through agent or individual partner(s), should submit along with the tender, a copy of power of attorney duly stamped and authenticated by a Notary Public or by Magistrate in favour of the specific person whether he/they be partner(s) of the firm or any other person, specifically authorizing him/them to sign the tender, submit the tender and further to deal with the Tender/ Contract up to the stage of signing the agreement except in case where such specific person is authorized for above purposes through a provision made in the partnership deed / Memorandum of Understanding / Article of Association /Board resolution, failing which tender shall be summarily rejected.

A separate power of attorney duly stamped and authenticated by a Notary Public or by Magistrate in favour of the specific person whether he/they be partner(s) of the firm or any other person, shall be submitted after award of work, specifically authorizing him/them to deal with all other contractual activities subsequent to signing of agreement, if required.

Note: A Power of Attorney executed and issued overseas, the document will also have to be legalized by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney is being issued. However, the Power of Attorney provided by Bidders from countries that have signed The Hague Legislation Convention 1961 are not required to be legalized by the Indian Embassy if it carries a conforming Apostille certificate.

3.1.15 Documents to be submitted Along with Tender: -

- (I) The tenderer shall clearly specify whether the tender is submitted on his own (Proprietary Firm) or on behalf of a Partnership Firm / Company / Joint Venture (JV) / Registered Society / Registered Trust / Hindu Undivided Family (HUF) / Limited Liability Partnership (LLP) etc. The tenderer(s) shall enclose the attested copies of the constitution of their concern, and copy of PAN Card along with their tender. Tender Documents in such cases are to be signed by such persons as may be legally competent to sign them on behalf of the firm, company, association, trust or society, as the case may be.

(II) Following documents shall be submitted by the tenderer:

(a) Sole Proprietorship Firm:

- i. A copy of notarized Affidavit certifying the Sole Proprietorship of the firm. **(Standard Affidavit as per Annexure- XI)**
- ii. An undertaking that he/Sole Proprietorship Firm is not blacklisted or debarred by Railways or any other Ministry / Department of Govt. of India or any other Ministry / Department of Govt. of Haryana from participation in tender on the date of opening of bids, either in individual capacity or as a member of the partnership firm or JV in which he was / is a partner/member. Concealment / wrong information in regard to above shall make the contract liable for determination of the contract.

(b) HUF:

- i. A copy of notarized affidavit on Stamp Paper declaring that he who is submitting the tender on behalf of HUF is in the position of 'Karta' of Hindu Undivided Family (HUF) and he has the authority, power and consent given by other members to act on behalf of HUF.
- ii. An undertaking that the HUF is not blacklisted or debarred by Railways or any other Ministry / Department of Govt. of India or any other Ministry / Department of Govt. of Haryana from participation in tender on the date of opening of bids, either in individual capacity or as a member of the partnership firm or JV in which HUF was / is a partner/member. Concealment /wrong information in regard to above shall make the contract liable for determination of the contract.

(c) Partnership Firm:

- i. Notary certified copy of the Partnership Deed.
- ii. Document(s) in support of Registration of firm with Registrar of firms viz. Registration certificate/ Form- A & Form-B/ Form C (as applicable) etc. issued by Registrar of firms.
- iii. Power of Attorney (duly notarized/registered) in favors of the individual signing the tender documents, agreement and create liability against the Firm. **(Standard Performa as per Annexure-XII)**
- iv. An undertaking by all the partners of the Partnership Firm that they are not blacklisted or debarred by Railways or any other Ministry / Department of Govt. of India or any other Ministry / Department of Govt. of Haryana from participation in tender on the date of opening of bids, either in individual capacity or as a member of the partnership firm or JV in which HUF was / is a partner/member. Concealment /wrong information in regard to above shall make the contract liable for determination of the contract.

(d) Joint Venture (JV): Not Applicable of this tender.

(e) Company registered under Companies Act 2013:

- i. The copies of **MOA (Memorandum of Association) / AOA (Articles of Association)** of the company
- ii. A copy of Certificate of Incorporation
- iii. A copy of Authorization/Power of Attorney issued by the Company (backed by the resolution of Board of Directors) in favour of the individual to sign the tender on behalf of the company and create liability against the company.
- iv. A copy of notarized/registered Power of Attorney (Standard Performa as per Annexure-XIII) by the Company (backed by the resolution of Board of Directors) (Standard Performa as per Annexure-XIV) in favours of the individual signing the tender on behalf of the Company and create liability against the company.

(f) LLP (Limited Liability Partnership):

- i. A copy of LLP Agreement
- ii. A copy of Certificate of Incorporation
- iii. A copy of Power of Attorney/Authorization issued by the LLP in favour of the individual to sign the tender on behalf of the LLP and create liability against the LLP.
- iv. An undertaking by all partners of the LLP that they are not blacklisted or debarred by HRIDC or any other Ministry / Department of the Govt. of India from participation in tenders / contracts as on the date of submission of bids, either in their individual capacity or in any firm/LLP or JV in which they were / are partners/members. Concealment / wrong information in regard to above shall make the contract liable for determination under Clause 62 of the Standard General Conditions of Contract.

(g) Registered Society & Registered Trust:

- i. A copy of Certificate of Registration
- ii. A copy of Memorandum of Association of Society/Trust Deed
- iii. A copy of Power of Attorney in favour of the individual to sign the tender documents and create liability against the Society/Trust.
- iv. A copy of Rules & Regulations of the Society

If it is NOT mentioned in the submitted tender that tender is being submitted on behalf of a Sole Proprietorship firm / Partnership firm / Joint Venture / Registered Company etc., then the tender shall be treated as having been submitted by the individual who has signed the tender. After opening of the tender, any document pertaining to the constitution of Sole Proprietorship Firm / Partnership Firm /

Registered Company/ Registered Trust / Registered Society / HUF/LLP etc. shall be neither asked nor considered, if submitted. Further, no suo moto cognizance of any document available in public domain (i.e., on internet etc.) or in HRIDC record/office files etc. will be taken for consideration of the tender, if no such mention is available in tender offer submitted.

3.1.16 Participation of Partnership Firms in works tenders: -

- (i) The Partnership Firms participating in the tender should be legally valid under the provisions of the Indian Partnership Act.
- (ii) The partnership firm should have been in existence or should have been formed prior to submission of tender. Partnership firm should have either been registered with the Registrar or the partnership deed should have been notarized as per the Indian Partnership Act, prior to submission of tender.
- (iii) Separate identity / name should be given to the partnership firm. The partnership firm should have PAN / TAN number in its own name and PAN / TAN number in the name of any of the constituent partners shall not be considered. The valid constituents of the firm shall be called partners.
- (iv) Once the tender has been submitted, the constitution of the firm shall not normally be allowed to be modified / altered / terminated during the validity of the tender as well as the currency of the contract except when modification becomes inevitable due to succession laws etc., in which case prior permission should be taken from HRIDC and in any case the minimum eligibility criteria should not get vitiated. The re-constitution of firm in such cases should be followed by a notary certified Supplementary Deed. The approval for change of constitution of the firm, in any case, shall be at the sole discretion of the HRIDC and the tenderer shall have no claims what-so-ever. Any change in the constitution of Partnership firm after submission of tender shall be with the consent of all partners and with the signatures of all partners as that in the Partnership Deed. Failure to observe this requirement shall render the offer invalid and full Bid Security shall be forfeited.
 - (a) If any Partner/s withdraws from the firm after submission of the tender and before the award of the contract, the offer shall be rejected and Bid Security of the tenderer will be forfeited. If any new partner joins the firm after submission of tender but prior to award of contract, his / her credentials shall not qualify for consideration towards eligibility criteria either individually or in proportion to his share in the previous firm. In case the tenderer fails to inform HRIDC beforehand about any such changes / modification in the constitution which is inevitable due to succession laws etc. and the contract is awarded to such firm, then it will be considered a breach of the contract conditions liable for determination of the contract.
- (v) A partner of the firm shall not be permitted to participate either in his individual capacity or as a partner of any other firm in the same tender.
- (vi) The tender form shall be submitted only in the name of partnership firm. The Bid

Security shall be submitted by partnership firm. The Bid Security submitted in the name of any individual partner or in the name of authorized partner (s) shall not be considered.

- (vii) On issue of Letter of Acceptance (LOA) to the partnership firm, all the guarantees like Performance Guarantee, guarantee for various Advances to the Contractor shall be submitted only in the name of the partnership firm and no splitting of guarantees among the partners shall be acceptable.
- (viii) On issue of Letter of Acceptance (LOA), contract agreement with partnership firm shall be executed in the name of the firm only and not in the name of any individual partner.
- (ix) In case the Letter of Acceptance (LOA) is issued to a partnership firm, the following undertakings shall be furnished by all the partners through a notarized affidavit, before signing of contract agreement.
 - a) Joint and several liabilities: The partners of the firm to which the Letter of Acceptance (LOA) is issued, shall be jointly and severally liable to the HRIDC for execution of the contract in accordance with General and Special Conditions of the Contract. The partners shall also be liable jointly and severally for the loss, damages caused to the HRIDC during the course of execution of the contract or due to non-execution of the contract or part thereof.
 - b) Duration of the partnership deed and partnership firm agreement: The partnership deed/partnership firm agreement shall normally not be modified/alterd/ terminated during the currency of contract and the maintenance period after the work is completed as contemplated in the conditions of the contract. Any change carried out by partners in the constitution of the firm without permission of HRIDC, shall constitute a breach of the contract, liable for determination of the contract.
 - c) Governing laws: The partnership firm agreement shall in all respect be governed by and interpreted in accordance with the Indian laws.
 - d) No partner of the firm shall have the right to assign or transfer the interest right or liability in the contract without the written consent of the other partner/s and that of the HRIDC.
- (x) The tenderer shall clearly specify that the tender is submitted on behalf of a partnership firm. The following documents shall be submitted by the partnership firm, with the tender:
 - a) A notarized copy of the Partnership Deed or a copy of the Partnership deed registered with the Registrar.
 - b) A notarized or registered copy of Power of Attorney in favour of the individual to tender for the work, sign the agreement etc. and create liability against the firm.
 - c) An undertaking by all partners of the partnership firm that they are not blacklisted or debarred by Railways or any other Ministry / Department of the Govt. of India from participation in tenders / contracts as on the date of submission of bids, either in their individual capacity or in any firm/LLP in which they were / are partners/members. Any Concealment / wrong information in regard to above shall make the bid ineligible or the contract shall be determined.

- (x) In case of existing partnership firm, if any one or more partners quit the partnership firm, the credentials of remaining partnership firm shall be re-worked out i.e., the quitting partner(s) shall take away his credentials to the extent of his share on the date of quitting the partnership firm(e.g. in a partnership firm of partners A, B & C having share 30%, 30% & 40% respectively and credentials of Rs 10 crore; in case partner C quits the firm, the credentials of this partnership firm shall remain as Rs 6 crore). For this purpose, the tenderer shall submit along with his bid all the relevant documents which include copy of previous partnership deed(s), dissolution deed(s) and proof of surrender of PAN No.(s) in case of dissolution of partnership firm(s) etc.
- (xi) In case of existing partnership firm if any new partner(s) joins the firm without any modification in the name and PAN/TAN no. of the firm, the credentials of partnership firm shall get enhanced to the extent of credentials of newly added partner(s) on the same principles. For this purpose, the tenderer shall submit along with his bid all the relevant documents which include copy of previous partnership deeds, dissolution/splitting deeds and proof of surrender of PAN No.(s) in case of dissolution of partnership firm etc.
- (xii) Any partner in a partnership firm cannot use or claim his credentials in any other firm without leaving the partnership firm i.e., In a partnership firm of A&B partners, A or B partner cannot use credentials of partnership firm of A&B partners in any other partnership firm or propriety firm without leaving partnership firm of A&B partners.
- (xiii) In case a partner in a partnership firm is replaced due to succession as per succession law, the proportion of credentials of the previous partner will be passed on to the successor.
- (xiv) If the percentage share among partners of a partnership firm is changed, but the partners remain the same, the credentials of the firm before such modification in the share will continue to be considered for the firm as it is without any change in their value. Further, in case a partner of partnership firm retires without taking away any credentials from the firm, the credentials of partnership firm shall remain the same as it is without any change in their value.
- (xv) In a partnership firm "AB" of A&B partners, in case A also works as propriety firm "P" or partner in some other partnership firm "AX", credentials of A in propriety firm "P" or in other partnership firm "AX" earned after the date of becoming a partner of the firm AB shall not be added in partnership firm AB.
- (xvi) In case a tenderer is LLP, the credentials of tenderer shall be worked out on above lines similar to a partnership firm.
- (xvii) In case company A is merged with company B, then company B would get the credentials of company A also.

3.1.17 Priorities of Documents:

The several documents forming the contract are to be taken as mutually explanatory of one another. If any inconsistency or discrepancy is found in the documents, HRIDC shall issue any necessary clarification or instruction. For the purpose of interpretation, the priority of documents shall be accordance with the following sequence:

- a) The letter of acceptance.
- b) The contract agreement (if completed).

- c) The notice inviting tender / instructions to Tenderers.
- d) Special condition of Contract (SCC).
- e) General conditions of Contract (GCC).
- f) Bill of Quantities.

3.1.18 SUBMISSION OF TENDER

- i. All Tenders shall be submitted through online mode only at <https://etendershry.nic.in>. Tender submitted by any other mode will not be accepted.
- ii. Venue of submission of tender: - No tender will be accepted/received offline or in any office.
- iii. The mandatory seal & signed on all pages should be submitted online not later than date and timings mentioned as in NIT in SECTION-1 of the tender document.
- iv. Tender fee & EMD need to be submitted online only before the last date and time as mentioned in the NIT of the tender documents.
- v. Any tender and Tender fee & EMD received late are liable to be rejected summarily.

3.1.19 TENDER OPENING

- i. Date and Time of online opening of technical Bid of the tender: -As indicated in the NIT in Section- 1 of tender document.
- ii. The Tenders submitted/received after the time and date fixed for receipt of Tenders as set out in the documents are liable to be rejected.
- iii. Conditional tenders are liable to be rejected straightway. HRIDC reserves the right to reject such tenders summarily without assigning any reasons whatsoever.
- iv. If the date of opening is declared as holiday, then the tender shall be accepted up to 15.00 hrs of the next working day and the same will be opened at 15.30 hrs on the same day i.e. next working day.
- v. On the date specified in the tender notice, the rates of all tenders(s) will be available online.

3.1.20 GENERAL INFORMATION

- i. Tender document is non-transferable. Tenders received from Tenderer(s) in whose name Tender Document has been issued shall only be considered.
- ii. No extension in the Tender Due Date shall be considered on account of internet speed or any technical fault.
- iii. Issuance of Tender documents will not automatically mean that such parties are considered qualified.
- iv. The agency will be awarded initially work for period specified vide clause 2.2 of tender document.
- v. HRIDC reserves the rights to modify, expand, restrict, scrap, and re-float the tender without assigning any reasons.

3.1.21 VALIDITY OF PROPOSAL

- i. The Tenderer(s) shall keep their offer open for a minimum period of **90 days** from the date of opening of the Tender, being extended further if required by mutual agreement from time to time. Any contravention of the above condition shall make the Tenderer(s) liable for banning from submission of bids in any works/Service.

3.1.22 TENDER FEE

- ii. Cost of tender fee as per **clause 2.2 (Section-2)** of the tender document is to be submitted/ deposited online only through payment gateways on <https://etendershry.nic.in>, before the scheduled date and time of submission of the tender.
- iii. Offers without valid tender fee before the scheduled date and time of submission of the tender will be summarily rejected.
- iv. Tender processing fee as per applicable rates on E-TENDER Portal., payable through the e- payment gateways is non-refundable.
- v. All Micro and Small Enterprises (MSEs) who are having Udyog Aadhaar Memorandum shall be given all benefits towards Tender Fee and Earnest Money (EMD) in terms of Railway Board LetterNo.2010/RS/(G)/363/1dated 31.03.2016 or latest guide line issued by ministry of MSME.

3.1.23 BID SECURITY/ EARNEST MONEY

- i. Unless otherwise specified in the BDS, the Bidder shall furnish as part of its bid, a bid security in stipulated form with requisite validity and for the said amount of Currency as specified in clause 7 of NIT.
- ii. The bid security shall be deposited online with e-tender. Payment gateways /NEFT/RTGS as per guidelines given in Section 2.
- iii. Any bid is not accompanied by an enforceable and compliant bid security, as required in accordance with ITT i, the Employer has the right to reject such bid.
- iv. The bid security of unsuccessful Bidders shall be returned as promptly as possible upon the award of letter of acceptance to successful Bidder's.
- v. The bid security shall be forfeited:
 - a. if a Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Letter of Bids.
 - b. if a Bidder misrepresents or omits the facts in order to influence the procurement process;
 - c. if the successful Bidder fails to:
 - i. sign the Contract as per Annexure 5;
 - ii. furnish a performance security in accordance with clause 4.12;

- d. In case the bidder who has been exempted for submission of Bid Security being Micro & Small Enterprise/ Startup Business, and;
 - i. withdraws his Bid during the period of Bid validity; or
 - ii. becomes the successful bidder, but fails to commence the work (for whatsoever reasons) as per terms & conditions of bid; or
 - iii. refuses or neglects to execute the contract; or
 - iv. fails to furnish the required Performance Security within the specified time,

Then such bidders shall be debarred from participating in future bids for a period of 01 years from the date of discharge of bid / date of cancellation of LOA / annulment of award of contract as the case may be. Thereafter, on expiry of period of debarment, the bidder may be permitted to participate in the procurement process only on submission of required Bid Cost / Bid Security.

- vi. Further the Employer may advise the authority responsible for issuing the exemption certificate to take suitable actions against the bidder such as cancellation of enlistment certificate etc.
- vii. All Micro and Small Enterprises (MSEs) who are having Udyog Aadhar Memorandum shall be given all benefits towards Tender Fee and Earnest Money (EMD) in terms of Railway Board Letter No.2010/RS/(G)/363/1 dated 31.3.2016. The Tenderers who fail to submit Udyog Aadhar Memorandum (UAM) number shall not be able the benefits available to MSEs as contained in public procurement policy for MSEs order 2012 issued by MSME and as per corporate office, HRIDC letter No. HQ/GGM/Admin/MSME dated 28.03.2018 and Gazette notification dated 26.06.2020 or later.

3.1.24 ELIGIBILITY CRITERIA

- i. The tender must submit the documents in favour of fulfilling the eligibility criteria. Tenders submitted without these documents shall liable to be rejected.
- ii. The eligibility criteria have been defined in the para 4.14 (General condition of Contract) of the bid document. Document should be submitted online.

3.1.25 FIRM DETAILS, SIGNATURE OF TENDERS & DOCUMENTARY PROOF

- i. The Tender must contain the full name, designation and complete address of place of business of the person(s) signing the Tender. Tenderer(s) shall furnish "TENDER'S GENERAL INFORMATION" as per (Annexure-I).
- ii. The Tender shall be signed by individual or individuals legally authorized to enter into commitments on behalf of the Tenderer(s). Any individual or individuals signing the Tender Documents or other documents connected therewith should specify whether he is signing-
 - 1. As a Sole Proprietor of the firm or Attorney of the Sole Proprietor; or
 - 2. As a Partner or Partners of the firm; or
 - 3. As a Director, Manager or Secretary in a Limited Company etc.
- iii. The Tenderer(s)/s whose tender is accepted will be required to appear at the Office of the **GM (IE & ADMIN), HRIDC, Plot No. 143, 5th Floor, RailTel Tower, Sector - 44, Gurugram-122003**, in person or in case of firm or corporation, a duly authorized representative shall appear to execute the Contract

Documents within 7 days after notice that the contract has been awarded to him and Contract Documents are ready for signature. Failure to do so shall constitute a breach of the agreement effected by the acceptance of the tender in which case the full value of the Earnest Money accompanying the tender shall stand forfeited.

3.1.26 PRICE BASIS, CURRENCIES & LANGUAGE OF TENDER

- i. Tenderer(s)'s have to quote a single flat percentage above or below (in both words & figures) the rates given in schedule. This flat percentage will be applicable for all the items in schedule.
- ii. Rates are inclusive of labour, material, all statutory taxes and obligations of Central Govt. and State Govt. / local bodies as applicable at the time of the opening of the tender, unless otherwise specified separately in this tender document. The Tender prices shall be in Indian rupees only.
- iii. New Taxes/cess levied after opening of the tender will be borne by HRIDC & reimbursed after production of documents in proof of having submitted the same. General Conditions of Contract & Special Conditions of Contract, Schedule of approximate quantities & Rate sheet may be referred for further details.
- iv. Rates are to be quoted both in figures and words. In case of any discrepancy in rates between figures and words, the rates quoted in words will prevail over rates quoted in figure.
- v. All information in the Tender shall be in English and Hindi only. Failure to comply with these requirements will render the Tender liable for rejection.

3.1.27 Correction of Arithmetical Errors and Omissions in Financial bid and Evaluation of Bid Price

- i. Provided that the bid is substantially responsive, the Employer shall correct arithmetical errors and omissions in the financial bid and then arrive at the Evaluated Bid Price. The cost for each schedule shall first be calculated after applying quoted percentage rate to that schedule and the net amount shall be rounded off to two decimal places. Thereafter, sum of evaluated amounts of all schedules shall be the overall Evaluated Bid Price.
- ii. If the Bidder, that has submitted the lowest evaluated bid, does not accept the correction of errors and omissions as per above provisions, its bid shall be disqualified and its bid security shall be forfeited.

3.1.28 PROPOSAL EVALUATION

- i. A two stage procedure shall be adopted in evaluating the proposals.
- ii. The Evaluation Committee appointed by HRIDC shall carry out its evaluation on the basis of their responsiveness to the Terms of Reference, applying the evaluation criteria.
- iii. The proposal of the Tenderer(s) will be assessed only based on the information/documents submitted along with the tender. However, HRIDC reserves the right to seek clarification from the Tenderer(s), if the evaluation committee considers it necessary for proper assessment of the proposal. The clarification will be sought through fax / e-mail and the Tenderer(s) will be required to submit clarification in the stipulated time period. The clarification received within

stipulated time period will be taken into consideration for evaluation of the technical proposal.

- iv. The Proposals shall be opened publicly in the presence of the Tenderer(s)' representatives who choose to attend. The name of the Tenderer(s), the proposed prices shall be read aloud and recorded after opening the proposal.

3.1.29 AWARD OF CONTRACT

- i. The HRIDC will issue a letter of Acceptance to the successful Tenderer.
- ii. Until a formal agreement is prepared and executed acceptance of this tender shall constitute a binding contract between HRIDC and Tenderer subject to the modifications, as may be mutually agreed to and indicated in the letter of acceptance.
- iii. The successful Tenderer will be required to execute the Contract Agreement within 7 days of receipt of notice by the HRIDC Administration that such document is ready, as per conditions mentioned in Tender Document, General Conditions of Contract (Section-4) and Special Conditions of Contract (Section-5).
- iv. The successful firm / Tenderer with whom the contract is signed shall commence the assignment within 7 days from the date of issue of acceptance letter.
- v. All expenses in drawing up the agreement and the cost of stamp duty if any shall be borne by the contractor.
- vi. The successful firm / Tenderer shall offer the details/documents /proofs of the vehicles owned by him/them and also for the undertaken vehicles for inspection and acceptance of HRIDC within 7 days of issue of LOA.
- vii. The documents of drivers to be deployed vehicle wise shall also be submitted within 7 days.
- viii. A penalty of Rs. 1000/- per day per vehicle shall be imposed for delay in submission of the relevant details, documents, vehicles and drivers for inspection and further deployment.

3.1.30 CONFIDENTIALITY

Information relating to evaluation of proposals and recommendations concerning awards shall not be disclosed to the Tenderer(s) who submitted the proposals or to other persons not officially concerned with the process.

3.1.31 CHECKLIST

The Tenderer(s) is requested to submit the tender documents and attachments as per the details specified in the Tender document. Any deviation/omission from above will be as per Tenderer(s)'s own risk.

The Tenderer(s) are requested to duly fill in the checklist. The checklist is only a reminder of certain important items, to facilitate the Tenderer(s). This, however, does not relieve the Tenderer(s) of its responsibility to make sure that his proposal is otherwise complete in all respect.

SECTION-4

General Condition of Contract

- 4. GENERAL CONDITIONS OF CONTRACT** will form an integral part of the Tender and contract, which is enclosed along with the tender documents.

In case of any deviation between conditions of contract and any other special condition & specifications of contract of this tender document, the special condition & specifications of contract of this tender document shall prevail. The tenders must give a certificate along with their offer that they have thoroughly read, understood and accepted the conditions/ special conditions & specifications of contract as well as other conditions of tender etc.

4.1 DEFINITIONS

Unless excluded by or repugnant to the context:

- 4.1.1 The expression “**Department**”/ “**Client**”/ “**HRIDC**”/ “**Corporation**”/ “**Employer**”/ “**Engineer**” as used in the tender papers shall mean Haryana Rail Infrastructure Development Corporation (**HRIDC**) which expression shall also include its legal successors and permitted assignees. GM (IE & ADMIN)/HRIDC/Gurugram or any other officer as notified from time to time will act as Employer Engineer in this tender.
- 4.1.2 “**Officer**”/ “**Officer-in-charge**”/ “**HRIDC's representative**” of the work shall mean the HRIDC Officer dealing with the performance and operations of the contract, its legal successors and assignees to undertake various duties and functions in connection with this contract and Project. GM (IE & ADMIN)/HRIDC/Gurugram or any other officer as notified from time to time will act as Employer Engineer in this tender.
- 4.1.3 The “**Contract**” shall mean The agreement entered into between the owner and the contractor as recorded in the contract form signed by the parties include all attachment the notice of tender, the sealed quotation and the tender documents including the tender and acceptance thereof to get her with the documents referred to there in, and the accepted conditions with annexure mentioned the rein including any special conditions, specifications, price schedule/bill of quantities and schedule of rates. All these documents taken to gather shall be deemed to form one contract and shall be complementary to one another. Contract is deed of contract together with its entire accompaniment and those later incorporated in it by internal consent.
- 4.1.4 The “**Contractor/ Tenderer(s)**” shall mean the individual or firm or company whether incorporated or not, undertaking the work and shall include legal representative of such an individual or persons comprising such firms or company as the case may be and permitted, assignees of such individual or firm or company.
- 4.1.5 The “**Contract sum**” / “**Contract price**” shall mean the sum for which the tender is accepted.
- 4.1.6 The “**Contract time**” means period specified in the tender document for entire execution of contracted works from the date of notification of award including monsoon period.

- 4.1.7 A “Day” shall mean a day of 24 hours from midnight to midnight irrespective of the number of hours worked in that day.
- 4.1.8 A “month” shall mean a calendar month.
- 4.1.9 A “week” shall mean seven consecutive days without regard to the number of hours worked in any day in that week.
- 4.1.10 “Client” means Haryana Rail Infrastructure Development Corporation.
- 4.1.11 “Data Sheet” means such part of the Instructions to Tenderer(s) used to reflect specific assignment conditions.
- 4.1.12 “Day” means calendar day.
- 4.1.13 “Government” means the Government of India.
- 4.1.14 “Personnel” means professionals and support staff provided by the Contractor(s)/Tenderer(s) and assigned to perform the Services or any part thereof;
- 4.1.15 “Local Personnel” means such professionals and support staff who at the time of being so provided had their domicile inside the Government's country.
- 4.1.16 “Proposal” means the Technical Proposal and the Financial Proposal.
- 4.1.17 “RFP” means the Request for Proposal prepared by the Client for the selection of Tenderer(s).
- 4.1.18 “Services” means the work to be performed by the Tenderer(s) pursuant to the Contract.
- 4.1.19 “Terms of Reference” (TOR) means the document included in the RFP which explains the objectives, scope of work, activities, tasks to be performed, respective responsibilities of the Client and the Tenderer(s), and expected results and deliverables of the assignment.
- 4.1.20 “Applicable Law” means all laws in force and effect as of the date hereof and which may be promulgated or brought into force and effect thereafter in India, including rules and regulations made therein, as may be in force and effect during subsistence of this agreement.
- 4.1.21 “Excepted Risks” are risks due to riots (otherwise than among contractor's employees) and civil commotion (in so far as both these are un-insurable) war (whether declared or not), invasion, act of foreign enemies, hostilities, civil war, rebellion, revolution, insurrection, military or usurped power, any acts of God, such as earthquake, lightening and un-precedent floods over which the contractor has no control.
- 4.1.22 “GCC” mean the General Conditions of Contract.
- 4.1.23 “Letter of Acceptance” means the formal acceptance letter from the HRIDC of the Tender.
- 4.1.24 “Local currency” means the currency of Government of India.
- 4.1.25 "HRIDC" means HRIDC/Gurugram unit.
- 4.1.26 “Offered Date” means the date of offer of vehicle for inspection of HRIDC

4.2 GENERAL INFORMATION

- 4.2.1 The Tenderer(s) should familiarize themselves with local conditions and take them into account in preparing their Proposals. To obtain first-hand information on the Assignment and on the local conditions, Tenderer(s) are encouraged to pay a visit to the project site before submitting the Proposal.
- 4.2.2 Tenderer(s) shall bear all costs associated with the preparation and submission of their proposals including negotiations if required. The Client is not bound to accept any

proposal, and reserves the right to annul the selection process at any time prior to Contract award, without thereby incurring any liability to the Tenderer(s).

- 4.2.3 The Client requires that Tenderer(s) provide professional, objective and impartial advice and at all times hold the Client's interest paramount, without any consideration for future work, and strictly avoid conflicts with other assignments or their own corporate interests.
- 4.2.4 A Tenderer(s) (including its Personnel and Sub-Tenderer(s)) or any of its affiliates shall not be hired for any assignment that, by its nature, may be in conflict with another assignment of the Tenderer(s) to be executed for the same or for another Client.
- 4.2.5 It is the HRIDC's policy that the Tenderer(s) under contracts observe the highest standard of ethics during the selection and execution of such contracts. In pursuance of this policy, the HRIDC:
- a) Defines, for the purpose of this paragraph, the terms set forth below as follows:
 - 1) “**Corrupt practice**” means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the selection process or in contract execution;
 - 2) “**Fraudulent practice**” means a misrepresentation or omission of facts in order to influence a selection process or the execution of a contract;
 - 3) “**Collusive practices**” means a scheme or arrangement between two or more Tenderer(s) with or without the knowledge of the Client, designed to establish prices at artificial, non-competitive levels;
 - 4) “**Coercive practices**” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process, or affect the execution of a contract.
 - b) will reject a proposal for award if it determines that the Tenderer(s) recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for the contract in question;
 - c) will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a contract if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing, a contract; and
- 4.2.6 Tenderer(s), their Sub-Tenderer(s), and their associates shall not be under a declaration of ineligibility for corrupt and fraudulent practices. Furthermore, the Tenderer(s) shall be aware of the provisions on fraud and corruption stated in the specific clauses in the General Conditions of Contract.

4.3 COMMUNICATION AND LANGUAGE OF CONTRACT

- 4.3.1 Communication to be in writing: - Communications between Parties will be effective only when in writing. Verbal communication, if any, must be confirmed in writing immediately later on. Any notice, request or consent shall be deemed have been given or made when delivered in writing in person to an authorized representative of the Party to whom the communication is addressed, or when sent by registered mail, telex, telegram or facsimile to such Party.

4.4 INTERPRETATION

In the contract, except where the context requires otherwise:

- 4.4.1 Words indicating one gender include all genders,
- 4.4.2 Words indicating the singular also include the plural and words indicating the plural also include the singular,
- 4.4.3 “Written” or “in writing” means hand-written, typewritten, printed or electronically made and resulting in a permanent record, and
- 4.4.4 The marginal words and other headings shall not be taken into consideration in interpretation of these conditions.

4.5 LANGUAGE OF CONTRACT

The Contract has been executed in English and Hindi, which shall be controlling language for all matters relating to meaning or interpretation of this Contract.

4.6 ENTIRE AGREEMENT

This Contract contains all covenants, stipulations and provisions agreed by the parties. No agent or representative of either party has authority to make, and the parties shall not be bound by or liable for, any statement, representation, promise or agreement not set for therein.

4.7 MODIFICATIONS

The terms and conditions of this Contract including the Scope of work can be modified only by written agreement between the Parties.

4.8 CARE IN SUBMISSION OF TENDERS: -

Before submitting a tender, the Tenderer(s) will be deemed to have satisfied himself by actual inspection of the site and locality of the works, that all conditions liable to be encountered during the execution of the works are taken into account and that the rates he enters in the tender forms are adequate and all-inclusive to accord with the provisions of the General/Special Conditions of Contract for the completion of works to the entire satisfaction of the Engineer.

4.9 RIGHTS OF THE HRIDC TO DEAL WITH TENDER: -

The authority for the acceptance of the tender will rest with the HRIDC. It shall not be obligatory on the said authority to accept the lo west tender or any other tender and no Tenderer(s) shall demand neither any explanation for the cause of rejection of his/their tender nor the HRIDC to assign reasons for declining to consider or reject any particular tender or tenders.

4.10 OMISSIONS & DISCREPANCIES: -

Should a Tenderer(s) find discrepancies in or omissions from the drawings or any of the Tender Forms or should he be in doubt as to their meaning, he should at once

notify the authority inviting tenders who may send a written instruction to all tenders. It shall be understood that every endeavor has been made to avoid any error which can materially

affect the basis of the tender and the successful Tenderer(s) shall take upon himself and provide for the risk of any error which may subsequently be discovered and shall make no subsequent claim on account thereof.

4.11 PARTNERSHIP DEED

The tender shall clearly specify whether the tender is submitted on his own behalf or on behalf of partnership concern. If the tender is submitted on behalf of partnership concern, Tenderer(s) shall submit the certified copy of partnership deed along with the tender and authorization to sign the tender documents on behalf of partnership concern. **If these documents are not enclosed along with tender documents, the tender will be treated as having been submitted by individual signing the tender documents.** HRIDC will not be bound by any Power of Attorney granted by the Tenderer(s) or by changes in the composition of the firm made subsequent to the execution of the contract.

4.12 PERFORMANCE GUARANTEE (P.G)

- 4.12.1 On acceptance of tender the successful Tenderer(s) shall have to submit Performance Guarantee amounting to 5% of the contract value in any one of the form of irrevocable Bank Guarantee or FDR from Nationalized or Scheduled Bank in favour of **GM/Finance, HRIDC, Acting through GM(IE &A),HRIDC, Gurugram**. The Performance Guarantee shall be submitted within 30 (thirty) days from the date of issue of Letter of Acceptance (LOA). Extension of time for submission of PG beyond 30 (thirty) days and up to 60 days from the date of issue of LOA may be given by the Authority who is competent to sign the contract agreement. However, a penal interest of 15 percent per annum shall be charged for the delay beyond 30 (thirty) days i.e., from 31st day after the date of issue of LOA.
- 4.12.2 This guarantee shall be initially valid up to the stipulated date of completion of work plus 60 days beyond that. In case, the time limit for completion of work gets extended, the contractor shall give the validity of Performance Guarantee extended to cover such extended time for completion of work plus 60 days.
- 4.12.3 The Performance Guarantee (PG) shall be released after the physical completion of the work based on the "Completion Certificate" issued by the competent authority stating that the contractor has completed the work in all respects satisfactorily. The Security Deposit, shall be released only after passing the final bill based on "No Claim Certificate". There shall be no maintenance period being the term service supply contract.
- 4.12.4 Wherever the contract is rescinded, the Security Deposit shall be forfeited and the Performance Guarantee shall be encashed and the balance work shall be got done independently without risk and cost of the failed contractor, the failed contractor shall be debarred from participating in the tender for executing the balance work. If the failed contractor is a partnership firm, then every member/partner of such a firm shall be debarred from participating in the tender for the balance work either in his/her individual capacity or as a partner of any other JV/partnership firm.
- 4.12.5 The HRIDC shall not make a claim under the Performance Guarantee except for

amounts to which the HRIDC is entitled under the contract (not withstanding and /or without prejudice to any other provisions in the contract agreement) in the event of:

- 4.12.6 Failure by the contractor to extend the validity of the Performance Guarantee as described herein above, in which event the HRIDC may claim the full amount of the Performance Guarantee.
- 4.12.7 Failure by the contractor to pay HRIDC any amount due, either as agreed by the contractor or determined under any of the Clauses/Conditions of the agreement, within 30 days of the service of the notice to this effect by HRIDC.
- 4.12.8 The contract being determined or rescinded under provision of the Contract Agreement, the Performance Guarantee shall be forfeited in full and shall be absolutely at the disposal of the HRIDC.
- 4.12.9 The value of PG to be submitted by the Contractor will not change for variation up to 25% (either increase or decrease). In case during the course of execution, value of contract increases by more than 25% of the original contract value, an additional Performance Guarantee amount to 5% (five Percent) for the excess value over the original contract value should be deposited by the contractor.

4.13 SECURITY DEPOSIT

- 4.13.1 Security Deposit shall be 5% of the contract value.
- 4.13.2 The Earnest Money deposited by the Contractor with his tender will be retained by the HRIDC as part of security for the due and faithful fulfilment of the contract by the contractor. The balance to make up the Security Deposit, the rates for which are given below, will be recovered by percentage deduction from the Contractor's "on account" bills. Provided also that in case of defaulting contractor the HRIDC may retain any amount due for payment to the Contractor on the pending "on account bills" so that the amounts so retained may not exceed 10% of the total value of the contract.
- 4.13.3 Unless otherwise specified in the special conditions, the Security Deposit/rate of recovery /mode of recovery shall be asunder:
 - (i) The rate of recovery should be at the rate of 6% of the bill amount till the full Security Deposit is recovered,
 - (ii) Security Deposit will be recovered only from the running bills of the contract and no other mode of collecting SD shall be accepted towards Security Deposit.
- 4.13.4 The Security Deposit shall be returned to the contractor without any interest when the contractor ceases to be under any obligations under the contract i.e., shall be released only after passing the final bill based on "No Claim Certificate". There shall be no maintenance period being the term service supply contract.
- 4.13.5 No interest will be payable upon the Earnest Money and Security Deposit or amounts payable to the Contractor under the Contract.
- 4.13.6 This contract will be governed by relevant clauses of the General Conditions of Contract issued and updated by HRIDC from time to time to the extant applicable for this work and not covered in present special terms and condition.

4.14 TENDERER(S)'S CREDENTIAL AND ELIGIBILITY: -

- 4.14.1 In support of their credentials, the Tenderer (s) should have to submit documents as stipulated in tender document along with their tenders.

4.14.2 THE TENDERERS SHOULD SATISFY THE FOLLOWING MINIMUM ELIGIBILITY CRITERIA AS UNDER: -

1.	<p>The Tenderer(s) should have physically completed at the time of opening of tender in the last Three financial years (i.e. current year and three previous financial years).</p> <p>Similar nature of work of this tender is: "Hiring of vehicle (for transportation of Men/ Material)/ vehicles"</p>	<p>At least one similar single work for a minimum value of 35% of advertised tender value of work. The work should be physically completed on or before the date of opening of tender in support of which, the attested certificate from Employer/Client has to be submitted. Completed work shall also include on-going work subject to payment of bills amounting to at least 35% of the advertised value of the bid.</p> <ul style="list-style-type: none"> ● Work experience certificate for work in Government Organization/ Public sector undertaking (PSU)/public listed company/ private company/ trust. Certificate from public listed company /private company/ trust having Annual turn-over of Rs. 500 Cr. and above subject to same being issued from their head-office by a person of the company duly enclosing his authorization by the management for issuing such credentials. ● Work experience certificate from private individual shall not be acceptable.
2.	<p>The Tenderer(s) should have received a total contractual amount during the last three financial years and in the current financial years</p>	<p>Should be a minimum 150% of advertised tender value of work. In support of which, the attested certificate from Employer/ Client, TDS certificate/ Audited Balance Sheet duly certified by Chartered Accountant etc. to be submitted with the tender</p>

4.14.3 Tenderer (s) shall submit along with the tender, adequate documentary proof of having fulfilled the prescribed eligibility criteria as laid down in the Tender notice & Tender conditions.

4.14.4 The Tenderer (s) will produce/ attach the certificate of Work completion along with the Tender Document as per Para 4.14.2.1 and 4.14.2.2 above and such certificate should clearly bring out following details: -

- Name of Agency issuing a certificate.
- Date of issue of certificate.
- The name of Work.
- The Acceptance letter no. and date
- Agreement no. and date
- Date of original Completion and Actual completion of Work.
- The Amount of Work done as per Agreement (in Rupees).
- The Final Amount of Work at the time of Completion of Work (in Rupees).
- Whether the Work is completed satisfactory or not satisfactory.

4.14.5 In case the Tenderer(s) do not submit any proof for meeting with the eligibility

criteria as laid down above in the Tender notice & Tender conditions, along with the tender, the offer shall be considered as in-complete and will be liable to be rejected.

4.14.6 All documents submitted (online) with the tender should be duly attested.

4.14.7 **Certificates from Private individuals for whom such works are executed/being executed will not be accepted.**

4.15 CHANGE IN ADDRESS:

Any change in the address of the contractor shall be forthwith intimated in writing to the HRIDC. The HRIDC will not be responsible for any loss/inconvenience suffered by the Contractor on account of his failure to comply with this.

4.16 OBLIGATION OF HRIDC

HRIDC will, subject to compliance of this contract and all statutory requirements and the provision of services to its satisfaction by the Tenderer(s) and subject to deduction of Tax at source under the Income Tax Act, 1961 or any other provision of the law for the time being in force, ensure full and timely payments for the services as provided in this contract.

4.17 FORCE MAJEURE

If at any time, during the continuance of this contract, the performance in whole or in part by either party of any obligation under this contract shall be prevented or delayed by reason of any war, hostility, acts of public enemy, civil commotion, sabotage, serious loss or damage by fire, explosions, epidemics/pandemics, strikes, lockouts or acts of God (hereinafter, referred to events) provided, notice of the happening of any such event is given by either party to the other within 30 days from the date of occurrence thereof, neither party shall by reason of such event, be entitled to terminate this contract nor shall either party have any claim for damages against the other in respect of such non-performance or delay in performance, and works under the contract shall be resumed as soon as practicable after such event has come to an end or ceased to exist, and the decision of the Engineer as to whether the works have been so resumed or not shall be final and conclusive, PROVIDED FURTHER that if the performance in whole or in part of any obligation under this contract is prevented or delayed by reason of any such event for a period exceeding 120 days, either party may at its option terminate the contract by giving notice to the other party.

4.18 INDEMNITY

The Tenderer(s) shall indemnify and hold harmless to HRIDC and its Directors, Officers and Employees from and against all and any claims, demands, losses, damages, penalties, expenses and proceedings connected with the implementation of this contract or arising from any breach or non-compliance whatsoever by the Tenderer(s) or any of the persons deployed by it pursuant here to of or in relation to any such matter as aforesaid or otherwise arising from any act or omission on their part, whether wilful or not, and whether within or outside the premises including but not limited to any and all claims by the hired staff & vehicles.

In performing the terms and conditions of the contract, the Tenderer(s) shall at all Times act as an Independent Tenderer(s). The contract does not in any way create a relationship of principal and agent between HRIDC and the Tenderer(s). The Tenderer(s) shall not act or attempt or represent itself as an agent of HRIDC. It is clearly understood and accepted by both parties that this contract between the parties evidenced by it is on a principal-to-principal basis and nothing herein contained shall be construed or understood as constituting either party hereto, the agent or representative of the other, under any circumstances. The Tenderer(s) shall never under any circumstances whatsoever, be entitled to claim themselves to be the employee of HRIDC.

4.19 Extension of Contract

Contract shall be deemed to have commenced as on from date of issuance of letter of intent and shall be in force for an initial period of Two years, extendable for One year at a time with written mutual consent on existing terms and conditions or new terms and condition to be decided at the time of such extension.

4.20 LAWS AND REGULATIONS:

- 4.20.1 **Governing Law:** This contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Applicable laws and by-laws of India.
- 4.20.2 **Resolving the disputes:** In case of disputes, between a Contractor and the field officers, regarding this tender, decision of HRIDC, shall be the final and binding.

4.21 INCOME TAX

Income Tax as per rates applicable/amended under the Income Tax Act of work shall be deducted at source unless the contractor is exempted by Income Tax Authorities.

4.22 CHANGE IN DUTIES, TAXES ETC

Tenderers will examine the various provisions of The Central Goods and Services Tax Act, 2017 (CGST)/ Integrated Goods and Services Tax Act, 2017(IGST)/ Union Territory Goods and Services Tax Act, 2017(UTGST)/ respective state's State Goods and Services Tax Act (SGST) also, as notified by Central/State Govt.& as amended from time to time and applicable taxes before bidding. Tenderers will ensure that full benefit of Input Tax Credit (ITC) likely to be availed by them is duly considered while quoting rates.

The successful tenderer who is liable to be registered under CGST/IGST/UTGST/SGST Act shall submit GSTIN along with other details required under CGST/IGST/UTGST/SGST Act to HRIDC immediately after the award of contract, without which no payment shall be released to the Contractor. The Contractor shall be responsible for deposition of applicable GST to the concerned authority.

In case the successful tenderer is not liable to be registered under CGST/IGST/UTGST/SGST Act, HRIDC shall deduct the applicable GST from his/their bills under reverse charge mechanism (RCM) and deposit the same to the concerned authority.

GST as admissible on gross value of each running account bill/final bill in this

contract will be paid by contractor as per prevailing law, however the contractor has to submit the documentary proof of having deposited the same. **GST amount shall be reimbursed on the actual payment basis.**

However, if rates of existing GST or cess on GST for Service Contract is increased or any new tax /cess on Works Contract is imposed by Statute after the date of opening of tender but within the original date of completion/date of completion, the Contractor thereupon properly pays such taxes/cess, the Contractor shall be reimbursed the amount so paid.

Further, if rates of existing GST or cess on GST for Works Contract is decreased or any tax/cess on Works Contract is decreased / removed by Statute after the date of opening of tender, the reduction in tax amount shall be recovered from Contractor's bills/Security Deposit or any other dues of Contractor with the Government of India.

4.23 PERMITS, FEES, TAXES & ROYALTIES

Unless otherwise provided in the contract documents, the contractor shall secure and pay for all permits, Government fees and licenses necessary for the execution and completion of the works. The contractor shall pay all duties including excise duty, sales tax, works contract tax, local taxes, income tax and GST. The HRIDC authorities will not take any responsibility of refund of such taxes/fees unless otherwise specified in the tender. Any violation, in the legal provisions of taxes, duties, permits and fees, carried out by the Contractor and detected subsequently shall be the sole responsibility of the Contractor and his legal heirs.

4.24 Validity of Rates

Before submitting a tender, the tenderer will be deemed to have satisfied himself by actual inspection of the site and locality of the works, that all conditions liable to be encountered during the execution of the works are taken into account and that the rates he enters in the tender forms are adequate and all-inclusive to accord with the provisions in General Conditions of Contract for the completion of works to the entire satisfaction of the Engineer.

Rates accepted by Administration shall hold good till completion of work and no additional individual claim shall be admissible except:

- (a) Payment/recovery for increase/decrease in GST or imposition/removal of any tax/ cess on as per Clause 4.2.3,
- (b) Payment/recovery for overall market situation as per Price Variation Clause 5.5 of SCC.

4.25 DETERMINATION OF CONTRACT DUE TO FIRM/ CONTRACTOR'S DEFAULT CONDITIONS LEADING TO DETERMINATION OF CONTRACT

4.25.1 If the Firm/Contractor

- a) Becomes bankrupt or insolvent, or,
- b) Makes arrangements with or assignment in favour of his creditor, or agrees to carry out the contract under a committee of inspection of his creditors, or

- c) being a company or corporation goes into liquidation by a resolution passed by the Board of Directors / General Body of the share-holders or as a result of court order (other than voluntary liquidation for the purpose of amalgamation or reconstruction), or
- d) Has execution levied on his goods or property or the works, or
- e) assigns or sublets the contract or any part thereof otherwise than as provided for under conditions of this contract, or Abandons the contract, or
- f) Persistently disregards instructions of the HRIDC official or contravenes any provisions of the contract, or
- g) Fails to take steps to employ competent and /or additional staff and labour, or promises, offers or gives any bribe, commission, gift or advantage, either himself or through his partners, agents or servants to any officer or employee of the HRIDC, or to any person on their behalf, in relation to obtaining or execution of this or any other contract with the HRIDC, or
- h) Suppresses or gives wrong information while submitting the tender.

4.25.2 In any such case the HRIDC may serve the Firm/Contractor with a notice in writing to that effect and if the Firm/Contractor does not within 7 days after delivery to him of such notice proceed to make good his default in so far as the same is capable of being made good and carry on the work or comply with such directions/ instructions as aforesaid to the entire satisfaction of the HRIDC, the HRIDC shall be entitled after giving 48 hours' notice in writing to terminate /rescind the contract, as a whole or in part or parts (as may be specified in such notice) and after expiry of 48 hours' notice, a final termination notice (as the case may be) shall be issued. The contractor shall have no claim to compensation for any loss sustained by him on contractor's default shall be entertained.

4.26 DETERMINATION OF CONTRACT ON HRIDC/ENGINEER'S ACCOUNT

The HRIDC shall be entitled to determinate the contract at any time arising if in the HRIDC's opinion, the cessation of works becomes necessary owing to paucity of funds or due to court orders or from any other cause whatsoever. Notice in writing from the HRIDC of such termination and reasons therefore, shall be conclusive evidence thereof. In case of determination of contract on HRIDC account as described above, the claims of the Firm/ Contractor towards expenditure incurred by him in the expectation of completing the whole works, shall be admitted and considered for payment as deemed reasonable and are supported by the documents/vouchers etc., to the satisfaction of HRIDC. The decision of the HRIDC on the necessity and propriety of such expenditure shall be final and conclusive. However, the Firm/Contractor shall have no claim to any payment of compensation or otherwise, on account of any profit or advantage which he might have derived from the execution of the work in full but which he could not in consequence of determination of contract under this clause.

4.27 LABOUR RULES

The contractor shall have to follow all rules and regulations pertaining to payment of Minimum Wages Act as notified by Government as applicable. The contractor shall also be responsible for observance of labour regulations in respect of labour welfare, EPF, ESI, Bonus and Gratuity etc. to employees/labour.

4.28 COMPLIANCE OF VARIOUS ACTS:

The contractor shall ensure strict compliance of Payment of Wages Act 1936, Employment of Children Act 1938, Untouchability (Offences) Act 1955, Workmen's Compensation Act 1923, Relevant Central / State Labour Laws, Employees State Insurance Act 1948, Labour Act and Employees Provident Fund Act 1952, Contract Labour and Employment Act along with any Statutory Modifications there of or rules clarifications or otherwise and all the provisions as amended from time to time and HRIDC shall stand indemnified from and against any claims/penalty under the aforesaid act.

4.29 CHILD LABOUR (PROHIBITION AND REGULATION) ACT-1986.

The employment of any person less than Eighteen years (18 years) of age shall be prohibited from Railway's works. The contractor shall be responsible for not confirming to the provisions of the act & HRIDC shall stand indemnified from and against any claims/penalty under the aforesaid act.

4.30 SETTLEMENT OF DISPUTES

All disputes of difference of any kind whatsoever that may arise in connection with or arising out of the contract or subject matter thereof, whether during the currency of contract or after their completion, whether before or after determination of contract shall be settled as under:

4.30.1 Mutual Settlement

4.30.2 All such disputes or differences shall in the first place be referred by the Tenderer(s) to the Employer in writing for resolving the same through mutual discussions, negotiations, deliberation etc. associating representatives from Both the sides and concerted efforts shall be made for reaching amicable settlement of disputes or differences.

4.31 CONCILIATION/ARBITRATION

4.31.1 It is a term of this contract that Conciliation / Arbitration of disputes to settle shall not be commenced unless an attempt has first been made by the parties such disputes through mutual settlement.

4.31.2 If the Tenderer(s) is not satisfied with the settlement by the Employer on any matter in question, disputes or differences, the Tenderer(s) may refer to the Employer in writing to settle such disputes or differences through Conciliation or Arbitration provided that the demand for Conciliation or Arbitration shall specify the matters, which are in question or subject of the disputes or differences as also the amount of claim, item wise. Only such dispute(s), or difference (s) in respect of which the demand has been made, the Employer shall be referred to Conciliator or Arbitrator as the case may be and other matters shall not be included in their reference. The

final claims shall be submitted to GM/IE & ADMIN/Gurugram within a period of 60 days after failure of settlement under clause 4.31 above, otherwise no claim shall be entertained and contractor shall be debarred from disputing the correctness of the items or demanding a clearance to arbitration in respect of thereof. No disputes or differences shall be referred to Arbitration after expiry of 60 days from the date of notification of failure of Conciliation.

- 4.31.3 Employer may himself act as Sole Conciliator/Sole Arbitrator or may at his option appoint another person as Sole Conciliator or Sole Arbitrator, as the case may be. In case the Employer decides to appoint a Sole Conciliator/ Sole Arbitrator, then a panel of minimum three names will be sent to the Tenderer(s). Such persons may be working/ retired employees of the HRIDC who had not been connected with the work. The Tenderer(s) shall suggest at least two names out of this panel for appointment of contractor/s nominee/ Sole Conciliator /Sole Arbitrator. The Employer will simultaneously appoint the other members of the tribunal from the panel or outside the panel as Sole Conciliator / Sole Arbitrator out of the names agreed by the Tenderer(s).
- 4.31.4 In case, the Tenderer(s) opts for settlement of disputes through Conciliation at first stage and if the efforts to resolve all or any of the disputes through Conciliation fail, the Tenderers may refer to the GM/IE & ADMIN/Gurugram as Employer for settlement of such disputes or differences through Arbitration. The appointment of the arbitrator shall be done by the GM/IE & ADMIN/Gurugram as Employer as per the procedure described above.
- 4.31.5 The Conciliation and / or Arbitration proceedings shall be governed by the provisions of the Indian Arbitration and Conciliation Act 1996 or any statutory Modification or re-enactment thereof and the rules made there under and for the time being in force shall apply to the conciliation and arbitration proceedings under this clause.
- 4.31.6 The language of proceedings, documents or communications shall be in English and the award shall be made in English in writing.
- 4.31.7 The conciliation / arbitration proceedings shall be held at a place decided by Conciliator /Arbitrator.
- 4.31.8 The fees & other charges of Conciliator/Arbitrator shall be as per scales fixed by the Employer & shall be shared equally between the Employer & the Tenderer(s).

4.32 AWARD TO BE BINDING ON ALL PARTIES

The award of the Sole Arbitrator, unless challenged in court of law, shall be binding on all parties.

4.33 SUBSTITUTE ARBITRATORS

If for any reason an Arbitrator is unable to perform his function, a substitute shall be appointed in the same manner as the original arbitrator.

4.34 INTEREST ON AWARDED AMOUNT

Where the arbitral award is for payment of money, no interest shall be payable on the whole or any part of the money for any period till the date on which the award is made.

4.35 SETTLEMENT THROUGH COURT

It is a term of this contract that the Tenderer shall not approach any Court of Law for settlement of such disputes or differences unless an attempt has first been made by the parties to settle such disputes or differences through provisions of arbitration & conciliation provided in the agreement.

4.36 EXCEPTION

For settlement of disputes with central PSUs, the procedure as per existing orders of Permanent Machinery for Arbitration (PMA), Bureau of Public Enterprises, Govt. of India shall be followed.

4.37 JURISDICTION OF COURTS

Jurisdiction of courts for dispute resolution shall be Gurugram only.

4.38 MSME

- 4.38.1 Public Procurement Policy for Micro and Small Enterprises (MSEs) is being followed. Participating MSE shall enclose with their offers the proof of their being MSE registered with any of the agencies mentioned in the notification of Ministry of MSME indicated below:
- 4.38.2 District Industries Centres.
- 4.38.3 Khadi and Village Industries Commission.
- 4.38.4 Khadi and Village Industries Board.
- 4.38.5 Coir Board.
- 4.38.6 National Small Industries Corporation.
- 4.38.7 Directorate of Handicraft and Handloom.
- 4.38.8 Any other body specified by Ministry of MSME.
- 4.38.9 The MSEs must also indicate the terminal validity date of their registration. MSEs owned by Scheduled Castes or Scheduled Tribes (SC/ST) Entrepreneurs may be indicated and proof of same may be enclosed.

SECTION-5

SPECIAL CONDITIONS OF CONTRACT AND SPECIFICATIONS

Name of work: Hiring of Air-conditioned vehicles for the use of HRIDC officials at Chandigarh office for a period of two -years.

5.1 DETAILED SCOPE OF WORK: -

- 5.1.1 The quantity indicated as per Section-6, is tentative and may vary (increase or decrease) as per HRIDC requirement. The quantities of Vehicles will be executed in gradual manner, as per requirement of HRIDC during the currency of contract period.
- 5.1.2 The normal area of duty of the vehicle will cover mainly the State of Haryana, Punjab, Chandigarh & Delhi NCR and other places as per requirement. The inter-state commercial tax will be reimbursed based on actuals.
- 5.1.3 **Vehicle shall be required for all days including Saturdays and holidays.** Generally, maintenance/rest will be provided on Sundays or any other week day as suitable to Official in-charge of the vehicle. Total 4 (four) rests per month will be permitted in a month.
- 5.1.4 Vehicles will normally be required from 08:00 to 20:00 hrs i.e., 12 working hours per day. The time specified is the time of reporting at the specified place by the officer-in-charge and the time of completion of duty will be the dropping of the officer-in-charge to the specified place. Timing and working hours may vary as per the instruction of the officer-in-charge. In case vehicle is used for more than 12 hours in a day, overtime at the accepted rate for additional hour or part thereof is payable.
- 5.1.5 Vehicle shall have to report at mentioned place and time. Any delay in reporting will be considered as absence for the day. Nominated place may be changed as and when required.
- 5.1.6 Contractor should appoint a DUTY MANAGER with 24 hours contact number for any instructions/orders issued by Employer's Engineer.
- 5.1.7 HRIDC may provide open parking space in office/residential premises, if available but parking shall be purely at Contractor's risk.
- 5.1.8 Minimum wages to the driver and other statutory obligations should be met by the contractor at his own cost.
- 5.1.9 All charges of Central Government/State Government or any other authorities, shall be deemed to be included in the quoted rates unless otherwise specified.
- 5.1.10 ***During the currency of contract, vehicle cannot be used by the Contractor/ Driver for any other purpose except for HRIDC. Driver with vehicle can be called at any time round the clock.***

5.2 VEHICLES: -

- 5.2.1 ***At least 1 nos. Toyota Innova (Crysta/ Hycross) or equivalent in segment and 1 nos. Maruti Ertiga or equivalent in shall be in the name of the***

tenderer/ partners' own name. He shall submit the details along with Registration Certificates of the vehicle.

- 5.2.2 All vehicle provided should be manufactured in the year 2020 or later but not have run more than 50,000 km as on the offered date. The vehicle shall be well maintained and in good condition.
- 5.2.3 Vehicle offered should be diesel/Petrol/CNG/Hybrid/Electric driven in white colour or as per the approval of employer.
- 5.2.4 Similar vehicle in segment shall mean a model /manufacturer of vehicle other than as specified in tender but price of the proposed vehicle's base model shall not be less than the base model of the vehicle. The decision for accepting models other than specified in contract lies with the Employer's Engineer.
- 5.2.5 The contractor can offer other vehicles except mentioned in clause 5.2.1, on undertaking mode duly submitting an undertaking agreement with the owner of the vehicle duly specifying vehicle registration number and driver details for the full period of the contract i.e. for 2 years. The undertaking agreement is to be submitted within 7 days of the issue of LOA and the vehicles offered should be ready for immediate mobilization along with driver. The undertaking vehicle can be replaced with either by a contractor's/partners' own vehicle or by another undertaking vehicle as found fit after inspection only after written approval by Employer's Engineer.
- 5.2.6** The payment to the undertaking vehicle is to be made by the contractor and at no time be pending more than 60 days by the contractor. A certificate for non-pendency of payments for the under-taken vehicles is to be submitted by the contractor along with the monthly bill. ***In case of non-compliance HRIDC reserves the right to pay the owner of the undertaken vehicle the pending amount at the accepted rates duly deducting the amount from contractor's monthly bill.***
- 5.2.7 Driver of the vehicle attached to the officer shall notify the concerned officer at least 500 Km before the expiry of the monthly quota and in no case operate the vehicle without obtaining the NOC for extra kilometres from the Employer's Engineer.
- 5.2.8 The kilometres permitted from one point to other will always have to be taken for the shortest motorable route and HRIDC reserves the right to deduct the extra kilometres travelled on account of longer routes adopted by the driver.**
- 5.2.9 The vehicles shall strictly comply with the provisions of pollution control, statutory regulation issued by State Transport Authorities /Central Govt./Other authorities etc. from time to time. Contractor shall ensure that the vehicles must have all relevant documents like Registration Certificate/Driving license/ Insurance Cover/ Road Tax Receipt /Permit, Pollution certificate etc. Driver shall be able to produce the documents as and when requisitioned from him. Consequences of failure to comply with any of the rules and regulations of the concerned authorities shall be the sole responsibility of the Contractor/agency.
- 5.2.10 In case of breakdown of the vehicle or under scheduled maintenance, an alternative vehicle with same or superior class should be made available.
- 5.2.11 All the Vehicle(s) shall always carry first aid box and mandatory spares vis. Tool box/ Kit, Fuses, Sparkplugs, fan belts, fire extinguisher, spare tyres, Mobile charger with multi point, car perfume etc.

- 5.2.12 Vehicle provided shall be maintained in a very good working condition and at any point of time should have sufficient quantity of fuel.
- 5.2.13 All kinds of repairs/maintenance costs, changes of fuels, oil, lubricant, mobile phone charges, fee towards licenses/ registration taxes, challans, salary/overtime of the driver, insurance premium etc. are responsibility of the contractor and shall be borne by the contractor all along the contract duration.
- 5.2.14 If the vehicle does not report at the requisitioned time or is found in unsatisfactory condition, the vehicle may be rejected and sent back. Besides, receiving no payment for such rejected vehicles(s), the contractor/agency will become liable for action under terms and conditions of the contract. HRIDC will be entitled to hire any vehicle on that day for use and amount thus incurred shall be recovered from the bills of the contractor.
- 5.2.15 In case of breakdown of the vehicle, the contractor shall provide the replacement within a reasonable time, failing which the concerned HRIDC officials will be entitled to hire any similar vehicle and complete the journey and the amount thus incurred shall be recovered from the bills of the contractor.
- 5.2.16 Good quality seat covers and sun protection covers shall be provided and the same will be regularly cleaned by the contractor at his own cost. Vehicle will be kept properly cleaned daily. The vehicles shall have spare set of seat covers.
- 5.2.17 Vehicle shall be used on any type of road i.e., Kachha / Pucca including along the railway track as per direction of official using the vehicle.

5.3 DRIVERS: -

- 5.3.1 Drivers deployed by the contractor shall be skilled, uniformed, well behaved, holding valid driving license and capable of undertaking minor repairs of vehicles. Drivers shall have the adequate knowledge of routes in the district of Chandigarh, Haryana, Punjab & Delhi NCR. All the papers for vehicle like Registration papers, insurance papers, Pollution Certificate, Certificate towards payment of road tax etc. shall be readily available with driver.
- 5.3.2 The driver shall possess mobile phone in perfect working condition to himself and drivers of the vehicles. The mobile phone shall be kept working for 24 hrs. No separate payment shall be made by HRIDC for the mobile phones. Contractor should also give all information and photo identity of the driver containing his address details etc. along with the character certificate of driver duly signed by proper authority.
- 5.3.3 The contractor/service provider shall ensure himself about the antecedents of the driver deployed for duty and Proof of police verification of all the drivers should be provided. The contractor shall be completely responsible for safe running of vehicle.
- 5.3.4 The Drivers shall abide by the rules laid down by Transport Authority/ Motor Licensing Authority or any Authority relevant to the subject and shall always strictly follow the Traffic Rules and regulations so as to ensure safety of the passengers. Any challan/penalty imposed on the driver will be borne by the contractor/service provider. In case of any accident, all the claims arising out of it will be met by the Contractor/service provider.

- 5.3.5 The drivers must also observe all the etiquette, protocol and extend usual courtesy (like carrying office bags/ files to the concerned chambers, etc.) while performing the duty. They must be neatly dressed and must carry a photo identity card provided by the Contractor/service provider.
- 5.3.6 The contractor shall ensure that the Driver deployed for performing the duties shall not be in drunken or intoxicated state. If Driver is found in drunken or intoxicated state, he will be treated as absent from duty and he will summarily be removed from this job. Decision of HRIDC in this respect shall be final and binding on the contractor.
- 5.3.7 No change of driver will be allowed normally without the prior permission of HRIDC. However, If HRIDC desires to change particular driver, the Contractor will replace him with a suitable substitute within a period of 3 days.
- 5.3.8 The Contractor/service provider shall be responsible for complying with legal and labour provisions prescribed by Government of India which shall include Income Tax, Accidents, ESI, PF, Contract Labour and Abolition Act etc.
- 5.3.9 Punctuality in attendance and disciplined behaviour is of utmost importance for the driver. In case driver is not found to the satisfaction of HRIDC officials/officers the same shall be changed by the contractor failing which a driver from the market would be arranged by the HRIDC and double the stipulated salary shall be charged from the contractor. The rates for drivers for this clause will be as per HKRNL latest wages.
- 5.3.10 HRIDC will not provide any accommodation to driver. Contractor/driver himself shall arrange Boarding/Lodging. In case, the reporting place of duty is located far off, necessary arrangement in the nearby areas will be made by Contractor/service provider for housing of driver and parking of the vehicle(s) so that the same is available at short notice.
- 5.3.11 Contractor will however provide suitable substitute driver for ensuring stipulated weekly rests to regular driver as per extent labour laws for which no extra payment will be made.
- 5.3.12 The vehicle shall be equipped with FASTAG loaded with adequate balance at all times.

5.4 PAYMENT AND REIMBURSALS: -

- 5.4.1 The contractor/ agency shall give consent in a mandate form for receipt of payment through ECS/EFT/RTGS. Charges if any will be on account of the contractor. The Contractor/ agency shall provide the details of Bank Account in line with RBI guidelines for the same. These details would include Bank Name, Branch name and address, Account type, Bank A/c No. and Bank and IFSC Code as appearing on MICR Cheque issued by the Bank.
- 5.4.2 No advance payment shall be made under any circumstances. Payment of hiring charges will be made once in a month through ECS/ EFT/ RTGS on submission of bill and after the due verification as necessary by the HRIDC official. For vehicles on daily basis, the duty slip duly signed by the user shall be submitted along with the bill.
- 5.4.3 ***The contractor shall submit bills on Monthly basis, in duplicate, to the HRIDC office. The bills for the month shall be submitted as Performa Invoice by 5th of every month alongwith all the documents and then shall submit the final bill by 10th of every month as per the advice from HRIDC.***

The contractor shall submit the bills on monthly basis as per the schedule above and a penalty of 2% of the bill amount per month will be deducted if the bill is not submitted for the month.

- 5.4.4 The receipts for parking, toll and bank slip for FASTAG are normally thermal printed and fade out after some time, therefore it is contractor's responsibility to submit a photocopy of the receipt alongwith the bills.
- 5.4.5 Bills having cutting and over-writing shall not be entertained unless authenticated by the user.
- 5.4.6 Deductions for Security deposit, TDS etc. as applicable shall be deducted from the running monthly bills of the contractor/agency.
- 5.4.7 Rates are inclusive of all running maintenance & repair expenses, fuel, lubricants and any other consumables etc. required from time to time, all statutory provisions, all taxes including road tax, duties, incidental charges, charges for inspection certificate, penalties etc. as imposed by Central/ State/ Local Government bodies for running of vehicles, salary and other benefits admissible to driver. Nothing extra over and above the accepted rates shall be payable, unless otherwise specified separately in the tender document. However, toll tax, Interstate tax, octroi tax, parking charges on tour will be reimbursed only after having submitted the proof of having actually paid the above taxes /charges.
- 5.4.8 Distance travelled by vehicle from garage to reporting/nominated place of duty & back will not be counted towards the payment. Similarly, no mileage will be claimed for driver's lunch / breakfast or drawl of diesel/ Petrol etc.**
- 5.4.9 One hour is of 60 minutes for the purpose of payment and a fraction up to 30 minutes shall not be taken in to account and more than 30 minutes shall be considered as an hour.

5.5 PRICE VARIATION AND OTHER CHARGES

- 5.5.1 To accommodate for **variation** in diesel/Petrol/CNG prices after date of opening of tender following procedure/conditions shall be adopted/considered:
1. Variation in price of Diesel/Petrol/CNG up to 5% increase/decrease with respect to the price on date of opening of tender will not be considered.
 2. To calculate variation in price of Diesel/Petrol/CNG more than 5% increase/decrease (at a time or with cumulative effect) with respect to the price on date of opening of tender will be considered only on item-1 to 4 of Section- 6 (Schedule of approx. quantities) as under (after giving effect of variation, base price of diesel/Petrol will further get revised to the price after the effect of revision):
 - (i) The consumption of Diesel/Petrol/CNG will be worked out at the basis of running of vehicle standard mileage rate of 10km/litre.
 - (ii) Extra payment/ deduction on account of variation in Diesel/Petrol/CNG will be worked out with following procedure: -
Some terms are defined as under:
 - (a) Let, Price of Diesel/Petrol/CNG per litre on the date of tender opening /last revision =Rs. (A)

- (b) Let, Price of Diesel/Petrol/CNG per litre on 1st day of the month for which the bill is claimed =Rs. (B)
- (c) Kilometres run with diesel/Petrol price as (B) =(K) km

If Diesel/Petrol/CNG price increases, then (B) will be higher than (A).
Then, *Extra payment in Rs.* = $[(B)-0.95X(A)] X (K)/10$

If Diesel/Petrol/CNG price decreases, then (A) will be higher than (B).
Then, *Deduction in Rs.* = $[0.95X(A)-(B)] X (K)/10$

3. Rates of Govt. oil companies will only be considered.

- 5.5.2 Over time charges @ Rs. 40/- per hour will be paid for working beyond 12 hours per day for vehicles hired on monthly basis.
- 5.5.3 Night halt charges @ Rs. 400/- per night will be paid after 10:00 PM in case the Driver of vehicle is required to have night stay outside **Chandigarh** for vehicles hired on monthly basis.
- 5.5.4 When the officer to whom vehicle is allotted, is on leave or out of station, the driver will report to Employer's Engineer.

5.6 QUANTITY VARIATION: -

- 5.6.1 Unless otherwise specified in any other conditions of the contract, the accepted variation in quantity of each individual item of the contract would be upto 25% of the quantity originally contracted. However, the rates for the increased quantities shall be as mentioned below:-
 - (i) The Contractor shall be bound to carry out the work at the agreed rates and shall not be entitled to any claim or any compensation whatsoever upto the limit of 25% variation in quantity of individual item of works.
 - (ii) In case an increase in quantity of an individual item by more than 25% of the agreement quantity is considered unavoidable, then same shall be executed at following rates
 - a. Quantities operated in excess of 125% but upto 140% of the agreement quantity of the concerned item, shall be paid at 98% of the rate awarded for that item in that particular tender;
 - b. Quantities operated in excess of 140% but upto 150% of the agreement quantity of the concerned item shall be paid at 96% of the rate awarded for that item in that particular tender;
 - c. Variation in quantities of individual items beyond 150% will be avoided and would be permitted only in exceptional unavoidable circumstances and shall be paid at 96% of the rate awarded for that item in that particular tender.
 - d. Variation to quantities of Minor Value Item:
The limit for varying quantities for minor value items shall be 100% (as against 25% prescribed for other items). A minor value item for this purpose is defined as an item whose original agreement value is less than 1 % of the total original contract value.
 - i. Quantities operated upto and including 100% of the agreement quantity of the concerned minor value item, shall

- be paid at the rate awarded for that item in that particular tender;
- ii. Quantities operated in excess of 100% but upto 200% of the agreement quantity of the concerned minor value item, shall be paid at 98% of the rate awarded for that item in that particular tender;
 - iii. Variation in quantities of individual minor value item beyond 200% will be avoided and would be permitted only in exceptional unavoidable circumstances and shall be paid at 96% of the rate awarded for that item in that particular tender.

5.7.4 No claim for decrease in quantity shall be entertained.

5.7 NON-PERFORMANCE OF THE CONTRACT CONDITIONS-PENALTIES

- 5.7.1 Contractor is liable to be penalized minimum by Rs.1000/- (Rupee One Thousand only) per occasion and deducted from the bill on hand in the following instances: -
- a) No vehicle is provided/vehicle not turned up for duty any day at instructed time.
 - b) If a vehicle is out of order or under schedule or any urgent maintenance, an alternative vehicle with same specification or higher specification has not been made available.
 - c) Provided vehicle is rejected by HRIDC official.
 - d) In case vehicle not found in neat & clean and perfect condition.
 - e) In case driver misbehaves or not conversant with routes.
 - f) If driver under the influence of intoxicant/Drug/Other Banned substances.
 - g) If found vehicle used for other than HRIDC purpose.
 - h) If the vehicle is not having sufficient fuel and driver is also not provided with sufficient funds for refuelling the vehicle for completion of journey.
- 5.7.2 Apart from above in case of non-provision of vehicle on any day HRIDC will be entitled to hire any vehicle on that day for use and amount thus incurred shall be recovered from the bills of the contractor.
- 5.7.3 In case of emergencies, if the driver does not report for duty within 45 minutes even during his off hours, on call, failing which a penalty of Rs.200/- per 15 minutes will be imposed and deducted from bills.
- 5.7.4 In case of recurrence of any of the incidences cited above for the undertaking vehicle, Employer's Engineer may ask contractor to replace the same within a period of 3 working days and contractor is obliged to replace the vehicle without any claims what so ever.
- 5.7.5 On recurrence of any of above instances and if the contractor fails to remedy the situation so arisen to the reasonable satisfaction of the Employer's Engineer, He shall also be at liberty to take action against the Contractors it may deem fit, which besides invoking either whole or part of the Contract Performance Guarantee, may even be termination of the contract as per contract conditions.

5.8 METER TAMPERING

- 5.8.1 Speedometer and kilometre recorder shall be maintained to high standard/accuracy. Any defect noticed shall be rectified immediately. HRIDC reserves the right to get the meter calibrated or checked at any time at its sole discretion. Tampering/manipulation of meter reading and mis-behaviour of driver shall be viewed seriously. A penalty equal to one month hiring charges for the particular vehicle shall be imposed for meter tempering on each occasion. In case of repeat of tampering, HRIDC may even decide to terminate the contract duly forfeiting the Security Deposit and Performance Guarantee.
- 5.8.2 In the event of any error/fault in the meter being noticed, HRIDC reserves the right to adjust the bill for the journey undertaken (including those undertaken earlier) besides any other penal action. Kilometres verified by official using the vehicle shall be final and binding.

5.9 VEHICLE INSURANCE / STATUTORY REQUIREMENTS

- 5.9.1 The vehicles provided to HRIDC must be fully and comprehensively insured covering the risk to the driver and all passengers also. The insurance shall protect the contractor and HRIDC against all risk, claims for loss, injuries, disability, disease and death of members of public including HRIDC member, and damage to the property of others arising from the use of motor vehicles during operations irrespective of the ownership of such vehicles.
- 5.9.2 Contractor is required to comply to all statutory obligations viz. Industrial Dispute Act, Workmen's Compensation Act, etc. shall be the obligation of the contractor and the contractor shall indemnify and shall always keep HRIDC indemnified against any liability falling on HRIDC due to non-compliance of statutory obligations by the contract or any of its agents/servants/drivers or for any reason whatsoever. The contractor/agency will be responsible for the conduct of their staff.
- 5.9.3 The contractor shall at all times indemnify the HRIDC administration against all claims which may arise due to accident or otherwise or due to breach of the terms and conditions mentioned here in and/owing to any or to fact of commissions on the part of the contractor during the currency of this contract.
- 5.9.4 The contractor agrees to indemnify the HRIDC administration install claims for compensation by on or behalf of driver employed by him in connection with the present contract for any injury or death by an accident under the Workmen's Compensation Act VIII of 1923 and the HRIDC administration will be entitled to deduct from any sum of money due or payable to the contractor for the amount of compensation thus payable under the terms of Section- 12 of the said Act together with all or any cost incurred by the HRIDC administration in such connection and the contractor further agrees that the decision of the HRIDC with respect to the amount of such indemnity shall be accepted by him finally.
- 5.9.5 HRIDC in no case is responsible for any legal matter arising of any State/ Central Government laws in matter of employment of the driver by owner of the vehicle or in respect of any other matter.

5.10 DEFENCE OF SUITS

- 5.10.1 If any action in court is brought by a third party against HRIDC or an officer or agent of the HRIDC for the failure or neglect on the part of the Contractor to perform any acts, matter, covenants or things under the Contract, or for any damage or injury caused by the alleged omission or negligence on the part of the contractor, his agents/ representatives or his sub-contractors, drivers or employees, the contractor/agency shall in all such cases be responsible and indemnify and keep HRIDC and/or his representative harmless from all losses, damages, expenses or decrees out of action.

ANNEXURE – I

TENDERER(S)'S GENERAL INFORMATION	PROOF ATTACHED AT PAGE
1.Name of firm.	
2.Full name of Contractor/s:	
3.Year of Establishment.	
4.Registered Head Office: - Address: -	
5.Operation Address if different from above:	
6. Branch Office in India:	
7.Constitution of firm (give full details including name of Partners/Executive/s power of Attorney holders etc.)	
8.Particulars of Registration with Government Semi Government Organization, Public sector under-Taking and local bodies etc.	
9.Bank A/C No of Firm with IFSC & MICR code for electronic clearance of the payment	
10. Telephone Number	
11. E-mail address & Web Site	
12. Telefax Number	
13. ISO Certification, if any {If yes, please furnish details}	
14. PAN No:	
15. PF / EPF Registration No:	
16. GST Registration No:	
<ol style="list-style-type: none">1. The information furnished above shall be supported by authentic documents including registration number of the firm.2. The copies of documents submitted shall be duly attested by a Gazetted officer.	

Signature of the Tenderer/s:

ANNEXURE – II

Details of Vehicles (MAKE AND MODELS AS PER SCHEDULE 6) Owned as on the day of tender opening and proposed to be deployed.

SN	Registration No.	Manufacturer	Model name	Month and year of manufacturing
1				
2				
3				
4				
5				
6				
7				
8				

It is certified that information given above is true to the best of my knowledge and nothing has been hidden/misrepresented.

Signature of the Tenderer/s:

ANNEXURE – III

SELF-CERTIFICATE

- a. I/We have downloaded the tender form from the internet site <https://etendershry.nic.in> and I/we have not tampered/ modified the tender documents in any manner. In case the same is found tampered/modified, I/We understand that my/our offer shall be summarily rejected and I/we are liable to be banned from doing business with the HRIDC and/or prosecuted as per law.
- b. I/we are submitting online payment of Rs. towards the cost of tender form.
- c. I/We certified that I/we am/are not black listed or debarred by HRIDC or Railways or any other Ministry /Department of the Government of India/State Government and there has not been any work cancelled against us for poor performance in the last three years reckoned from the date of invitation of tender.

Signature of the Tenderer/s:

ANNEXURE - IV

FORM OF IRREVOCABLE GUARANTEE BOND FOR PERFORMANCE GUARANTEE(PG).

(The Bank Guarantee (BGs) to be submitted by the Contractors should be sent directly to)" GM (IE & ADMIN), Plot No. 143, 5th Floor, RailTel Tower, Sector – 44, Gurugram-122003" under Registered Post A. D.).

To.

GM (IE & ADMIN)

. Plot No. 143, 5th Floor, RailTel Tower,
Sector – 44, Gurugram-122003

In consideration of the GM/IE & ADMIN; HRIDC (hereinafter called "HRIDC") having agreed to accept from _____ Herein after called "the said Contractor/s"), under the terms and conditions of an Agreement/ Acceptance letter dated made between _____ and _____ (Hereinafter called "the said Agreement") the Performance Guarantee for the due fulfillment by the Contractor/s of the terms and conditions in the said Agreement on production of Bank Guarantee for Rs. _____ (Rupees _____ only).

We, _____ (indicate the name of the Bank herein after referred to as "the Bank") at the request of contractor do here by undertake to pay the HRIDC an amount not exceeding Rs. _____ against any loss or Damage caused to or suffered by or would be caused to or suffered by HRIDC by reason of any breach by said Contractor(s) of any of the terms or conditions contained in the said Agreement.

1. We _____ (indicate the name of the Bank) do here by undertake to pay the amounts due and pay able under this guarantee without any demur, merely on demand from the HRIDC stating that the amount claimed is by way of loss or damage caused to or suffered by the HRIDC by reason of breach by the said contractor/s of any of the terms or conditions contained in the said agreement or by reason of the contractor/s failure to perform the Agreement, any such demand made on the Bank shall be conclusive as regards the amount due and payable to the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not Exceeding Rs. _____.
2. We undertake to pay to the HRIDC any money so demanded notwithstanding any dispute or disputes raised by contractor(s)/ suppliers(s) in any suit or proceeding pending before any Court or Tribunal relating the retour liability under this pre sent being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment there under and the contractors(s)/ supplier(s) shall have no _____ against us for making such payment.

3. We, _____ (indicate the name of the bank) further agree that the guarantee here in contained shall remaining full force and effect during the period that would be taken for the performance of the said Agreement, including Maintenance/Warrantee Period, and it shall continue to be enforceable till dues of the HRIDC.

4. Under or by virtue of the said agreement have been fully paid and its claims satisfied or discharged or till _____office/ Department/HRIDC certifies that the terms and conditions of the Agreement have been fully and properly carried out by the said Contractor(s) and accordingly discharged this guarantee, unless a demand or claim under this guarantee is made on us in writing on or before the _____. We shall discharge from all liability under this guarantee thereafter.

5. We, _____ (indicate name of the Bank) further agree with the HRIDC that the HRIDC shall have the fullest liberty without our consent and conditions of the said agreement or to extend time of performance by the said contractor(s) from time to time or to postpone from any time or from time to time any of the powers exercisable by the HRIDC against the said contract and to forebear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the contractor/s or for any forbearance act or omission on the part of the HRIDC or indulgence by the HRIDC to the said contractor(s) or such any matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

6. This guarantee will not be discharged due to change in the constitution of the bank or the Contractor(s)/Supplier(s).

7. We, _____ (indicate the name of Bank) undertake not to revoke this guarantee during its currency except with the previous consent of the HRIDC in writing.

Dated thisday of 2022

For.

**Signature of the Bank Officials:
Designation, Seal**

(Indicate the name of the Bank)

ANNEXURE – V

FORM OF AGREEMENT (To be executed on requisite value of stamp papers)

AGREEMENT

THIS AGREEMENT made on day of..... 2023 between HRIDC, acting through GM (IE & ADMIN), HRIDC, Plot No 143, 5th Floor, RailTel Tower, Sector – 44, Gurugram-122003 (herein after called the “HRIDC”) of the one part and (Name /address of the contractor) (herein after called the contractor) of the other part.

WHEREAS the HRIDC is desirous that certain works should be executed by the Contractor viz. *“Hiring of Air-conditioned vehicles for the use of HRIDC officials at Chandigarh office for a period of Two years.*

with

At an Accepted value of Rs _____ & completion period of **24 months** (from date _____ to _____) (Here in after called “the works”, and has accepted a Bid by the Contractor for the execution and completion of such works and the remedying of any defects therein.

NOW THIS AGREEMENT WITNESSETH as follows:

1. In this Agreement, words and expressions shall have the same meaning as are respectively assigned to them in the Conditions of Contract hereinafter referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement:
 - a) Letter of Acceptance of Tender
 - b) Notice Inviting Tender
 - c) Instructions to the Tenderers
 - d) Conditions of the Contract (General & Special)
 - e) Schedule of approximate quantity &Rate
 - f) Document & Credentials submitted by tenderer.
3. In consideration of the payments to be made by the HRIDC to the contractor as hereinafter mentioned, the contractor hereby covenants with the HRIDC to execute and complete the Works and remedy any defects therein in conformity in all respects with the provisions of the Contract.
4. The HRIDC here by covenant to pay the Contract or inconsideration of the execution and completion of the Works and the remedying of defects therein the Contract Price or such other sum as may be come payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

IN WITNESS

Whereof the parties hereto have caused this Agreement executed the day and year first before written.

(Name, Designation and address of The authorized signatory)	(Name, Designation and address of the authorized signatory)
Signed for and on behalf of the contractor in the presence of: Witness:	Signed for and on behalf of the HRIDC in the presence of: Witness:
1.	1.
2.	2.

(Name and address of the witnesses to be indicated).

ANNEXURE- VI

CERTIFICATE OF NO RELATIVE BEING AN EMPLOYEE OF HRIDC

I/WE THE UNDER SIGNED HEREBY SOLEMNLY DECLARE AND CERTIFY THAT I /WE DO NOT HAVE ANY OF OUR RELATIVE/RELATIVES EMPLOYED IN THE HRIDC EXCEPT THE NAMES MENTIONED HEREIN UNDER:

1.....

2.....

3.....

AND SO ON

NOTE: -NAMES DESIGNATION, NAME OF OFFICE, HEADQUARTER OF THE TENDERER(S)'S RELATIVE IN HRIDC TO BE MENTIONED BY THE TENDERER(S)/ TENDERER(S) S IN 1, 2,3 AND SO ON ABOVE.

SIGNATURE\OF
TENDERER(S)/TENDERER(S)'S

ANNEXURE-VIII

Bidder must fill in this form:

Annual Contractual Turnover Data for the Previous 3/4 Years (Contractual Payment only)			
Year	Amount Currency	Exchange Rate	Indian National Rupees Equivalent
Average Annual Contractual Turnover for last 3 years			

1. The average annual contractual turnover shall be calculated as an average of “total contractual payments” in the previous three financial years. However, in case balance sheet of the previous year is yet to be prepared/ audited, the audited balance sheet of the fourth previous year shall be considered for calculating average annual contractual turnover.
2. The information supplied shall be substantiated by data in the audited balance sheets and profit and loss accounts for the relevant years in respect of the bidder or all members constituting the bidder.
3. Contents of this form should be certified by a Chartered Accountant duly supported by Audited Balance Sheet duly certified by the Chartered Accountant.

SEAL AND SIGNATURE OF THE BIDDER

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

(Signature of Chartered Accountant)

Name of CA: _____

Registration No: _____

(Seal)

ANNEXURE-IX

PRE-CONTRACT INTEGRITY PACT

General

This pre-bid pre-contact Agreement (hereinafter called the Integrity Pact) is made on ___ day of the month of ___20...., between on one hand the HRIDC acting through Shri __, The Executive Engineer (hereinafter called the “Principal/Owner”, which expression shall mean and include, unless the context otherwise requires, his successors in office and assigns) of the First Part and M/s_ represented by Shri __ (hereinafter called the “Bidder(s)/Contractor(s) which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second Part.

Whereas the Principal/Owner proposes to procure (Name of work the Store/ Equipment/Item) through the Bidder(s)/Contractor(s) and the Bidder(s)/Contractor(s) is willing to offer / has offered the same.

Whereas the Bidder(s)/Contractor(s) is a private company/public company/ Government undertaking/ partnership/ registered export agency, constituted in accordance with the relevant law in the matter and the Principal performing its functions on behalf of the Council.

Now, therefore,

To avoid all forms of corruption by following a system that is fair, transparent and free from any influence/prejudiced dealings prior to, during and subsequent to the currency of the contract to be entered into with a view to:

Enabling the Principal/Owner to procure the desired said work/ Services/ Stores / Equipments at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption during tendering, execution & public procurement, and

Enabling Bidder(s)/Contractor(s) to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the Principal/Owner will commit to prevent corruption, in any form, by its officials by following transparent procedures.

The parties here to hereby agree to enter into this Integrity Pact and agree as follows:

2. Commitments of the Principal/Owner

1.1 The Principal/Owner undertakes that no official of the Principal/Owner, connected directly or indirectly with the contract, will demand, take a promise for or accept,

directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the Bidder(s)/Contractor(s), either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.

- 1.2 The Principal/Owner will, during the pre-contract stage, treat all Bidder(s)/Contractor(s) alike, and will provide to all Bidder(s)/Contractor(s) the same information and will not provide and such information to any particular Bidder(s)/Contractor(s) which could afford an advantage to that particular Bidder(s)/Contractor(s) in comparison to other Bidder(s)/Contractor(s).
- 1.3 All the officials of the Principal/Owner will report to the CVO, HRIDC any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.
- 1.4 In case any such preceding misconduct on the part of such official(s) is reported by the Bidder(s)/Contractor(s) to the CVO, HRIDC with full and verifiable facts and the same is prima facie found to be correct by the HRIDC, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the HRIDC and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the HRIDC the proceedings under the contract would not be stalled.

3. Commitments of Bidder(s)/Contractor(s)

The Bidder(s)/Contractor(s) commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following:

- 3.1 The Bidder(s)/Contractor(s) will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the Principal/Owner, connected directly or indirectly with the bidding process, or to any person, organization or third part related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.
- 3.2 The Bidder(s)/Contractor(s) further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees brokerage or inducement to any official of the Principal/Owner or otherwise in executing the contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the HRIDC for showing or forbearing to show favour or disfavour to any person in relation to the contract or any other contract with the HRIDC.
- 3.3 Bidder(s)/Contractor(s) shall disclose the name and address of agents/Brokers/

- representatives/ Intermediaries and Indian Bidder(s)/Contractor(s) shall disclose their foreign Principals or associates at the time of bidding.
- 3.4 Bidder(s)/Contractor(s) shall disclose the payments to be made by them to such agents/brokers/representatives/ intermediaries, in connection with this bid/contract at the time of bidding.
- 3.5 Deleted.
- 3.6 The Bidder(s)/Contractor(s), either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in Connection with the contract and the details of services agreed upon for such payments. A copy of contract so made with agents /brokers/intermediaries shall be submitted.
- 3.7 The Bidder(s)/Contractor(s) will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract. Bidder shall remain responsible to maintain safety & confidentiality of his bid documents during bid process.
- 3.8 The Bidder(s)/Contractor(s) will not accept any advantage in exchange for any corrupt practice, unfair means, and illegal activities.
- 3.9 The Bidder(s)/Contractor(s) shall not use improperly, for purposed of competition or personal gain, or pass on to others, any information provided by the Principal/Owner as part business relationship regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The Bidder(s)/Contractor(s) also undertakes to exercise due and adequate care lest any such information is divulged.
- 3.10 The Bidder(s)/Contractor(s) commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts, either to principal/owner or to IEMs so appointed by HRIDC.
- 3.11 The Bidder(s)/Contractor(s) shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.
- 3.12 If the Bidder(s)/Contractor(s) or any employee of the Bidder(s)/Contractor(s) or any person acting on behalf of the Bidder(s)/Contractor(s), either directly or indirectly, is a relative of any of the officers of the Principal/Owner, or alternatively, if any relative of an officer of the Principal/Owner has financial interest/ stake in the Bidder(s)/Contractor(s) firm, the same shall be disclosed by the Bidder(s)/Contractor(s) at the time of filing of tender. The term 'relative' for this purpose would be as defined in Section 6 of the Companies Act 1956.
- 3.13 The Bidder(s)/Contractor(s) shall not lend to or borrow any money form or enter into any monetary dealings or transaction, directly or indirectly, with any employee of the Principal/Owner.

4. Previous Transgression

- 4.1 The Bidder(s)/Contractor(s) declares that no previous transgression occurred in the last Five years immediately before signing of this Integrity Pact, with any other company in any country in respect of any corrupt practices envisaged here under or with any Public Sector Enterprise in India or HRIDC that could justify Bidder(s)/Contractor(s) exclusion from the tender process.
- 4.2 The Bidder(s)/Contractor(s) agrees that if it makes incorrect statement on this subject, Bidder(s)/Contractor(s) can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.
5. Deleted.

6. Sanctions for Violations

- 6.1 Any breach of the aforesaid provisions by the Bidder(s)/Contractor(s) or any one employed by it or acting on its behalf (whether with or without the knowledge of the Bidder(s)/Contractor(s) shall entitle the Principal/Owner to take all or any one of the following actions, wherever required: -
- (i) To immediately call off the pre contract negotiations without assigning any reason or giving any compensation to the Bidder(s)/Contractor(s). However, the proceedings with the other Bidder(s)/Contractor(s) would continue.
 - (ii) The Earnest Money Deposit (in pre-contract stage) and/or Security Deposit/ Performance Bond / Guarantee (after the contract is signed) shall stand forfeited and the Principal/Owner shall not be required to assign any reason therefore.
 - (iii) To immediately cancel the contract, if already signed, without giving any compensation to the Bidder(s)/Contractor(s).
 - (iv) To recover all sums already paid by the Principal/Owner, and in case of an Indian Bidder(s)/Contractor(s) with interest thereon at 2% higher than the prevailing Prime Lending Rate of State Bank of India, while in case of a Bidder(s)/Contractor(s) form a country other than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the Bidder(s)/ Contractor(s) form the Principal/Owner in connection with any other contract for any other stores, such outstanding payment could also be utilized to recover the aforesaid sum and interest.
 - (v) To encash the advance bank guarantee and performance bond/warranty bond, if furnished by the Bidder(s)/Contractor(s), in order to recover the payments, already made by the Principal/Owner, along with interest.
 - (vi) To cancel all or any other contracts with the Bidder(s)/Contractor(s). The

Bidder(s)/Contractor(s) shall be liable to pay compensation for any loss or damage to the Principal/Owner resulting from such cancellation/ rescission and the Principal/Owner shall be entitled to deduct the amount so payable from the money(s) due to the Bidder(s)/Contractor(s).

- (vii) To debar the Bidder(s)/Contractor(s) from participation in future bidding processes of the HRIDC for a period ranging from six months to maximum five years. However, if the bidder takes corrective measures against transgressions, subject to satisfaction of Principal/Owner & IEMs, the period of debar can be reviewed.
- (viii) To recover all sums paid in violation of this Pact by Bidder(s)/Contractor(s) to any middleman or agent or broker with a view to securing the contract.
- (ix) In case where irrevocable Letter of Credit have been received in respect of any contract signed by the Principal/Owner with the Bidder(s)/Contractor(s), the same shall not be opened.
- (x) Forfeiture of Performance Bond/Guarantee in case of a decision by the Principal/Owner to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

6.2 The Principal/Owner will be entitled to take all or any of the actions mentioned at para 6.1 (i) to (x) of this Pact also on the Commission by the Bidder(s)/Contractor(s) or any one employed by it or acting on its behalf (whether with or without the knowledge of the Bidder(s)/Contractor(s), of an offence as defined in Chapter IX of the Indian Penal code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.

6.3 The decision of the Principal/Owner to the effect that a breach of the provisions of this Pact has been committed by the Bidder(s)/Contractor(s) shall be final and conclusive on the Bidder(s)/Contractor(s). However, the Bidder(s)/Contractor(s) can approach the Independent Monitor(s) appointed for the purposes of this Pact.

IEMs shall examine the transgression and its severity and submit the report to MD, HRIDC for further action after providing an opportunity and hearing to the affected parties.

7. **Fall Clause:** Deleted

8. **Independent External Monitors**

8.1 The Principal/Owner has appointed Independent External Monitors (hereinafter referred to as IEMs) for this Pact in consultation with the Central Vigilance Commission whose names and email IDs have been given in the NIT.

8.2 The task of the IEMs shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this pact.

8.3 The IEMs shall not be subject to instructions by the representatives of the parties

and perform their functions neutrally and independently.

- 8.4 Both the parties accept that the IEMs have the right to access all the documents relating to the project/procurement, including minutes of meetings
- 8.5 As soon as the IEMs notices, or have reasons to believe a violation of this Pact, they shall so inform to MD, HRIDC.
- 8.6 The Bidder(s)/Contractor(s) accepts that the IEMs have the right to access without restriction to all Project documentation of the Principal/Owner including that provided by the Bidder(s)/Contractor(s). The Bidder(s)/Contractor(s) will also grant the IEMs, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to subcontractors. The IEMs shall be under contractual obligation to treat the information and documents of the Bidder(s)/Contractor(s)/Subcontractor(s) confidentiality.
- 8.7 The Principal/Owner will provide to the IEMs sufficient information about all meetings among the parties related to the Project provided such meeting could have an impact on the contractual relations between the parties. The parties will offer to the IEMs the option to participate in such meetings
- 8.8 The IEMs will submit a written report to the MD, HRIDC within 8 to 10 weeks from the date of reference or intimation to him by the Principal/Owner/Bidder(s)/Contractor(s) and, should the occasion arise, submit proposals for correcting problematic situation. However, an opportunity of hearing shall be provided by the IEMs to the buyers /bidders before submitting their written report.

9. Facilitation of Investigation

In case of any allegation of violation of any provisions of this pact or payment of commission, the Principal/Owner or its agencies shall be entitled to examine all the documents including the Books of Accounts of the Bidder(s)/Contractor(s) and the Bidder(s)/Contractor(s) shall provide necessary information and documents in English and shall extend all possible help for the purpose of such examination

10. Law and Place of Jurisdiction

This pact is subject to Indian Law. The place of performance and jurisdiction is the seat of the Principal/Owner.

11. Other Legal Actions

The action stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.

12. Validity

12.1 The validity of this Integrity Pact shall be from date of its signing and extend upto 12 months beyond the defects liability period of the contracts. In case Bidder(s) /Contractor(s) is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the contract by the successful bidder.

12.2 Should one or several provision of this Pact turn out to be invalid, the remainder of this Pact shall remain valid. In this case, the parties will strive to come to an agreement to their original intention.

13 The parties hereby sign this Integrity Pact at _____ (place)on _____(date)

Principal/Owner

Bidder(s)/Contractor(s)

Name of the Officer,
Designation

Chief Executive Officer

HRIDC

Witness

Witness

1. _

1. _

2. _

2. _

* Provisions of these clauses would need to be amended / deleted in line with the policy of the Principal/Owner in regard to involvement of Indian agents of foreign suppliers.

ANNEXURE-X

ANTI-PROFITEERING DECLARATION

TO WHOMSOEVER IT MAY CONCERN

I, age, years, Son/Daughter of, resident of do solemnly affirm and state asunder:

- 1) That I am the _____ <Designation of the authorized signatory> of and I am duly authorized to furnish this undertaking/declaration on behalf of (Name of the company).
- 2) That (Name of the company) has been awarded the work (Name of Work) vide Letter of Award number dated by M/s Haryana Rail Infrastructure Development Corporation .
- 3) That the Company is fully aware of the anti-profiteering provision under the Goods & Services Tax ("GST") Law(s),
- 4) That the Company has passed the benefit of input tax credit available on the (good/services) having HSN supplied to M/s Haryana Rail Infrastructure Development Corporation which it is getting on account of reduced tax liability and input tax credit because of enactment of GST Laws after introduction of Goods and Service Tax w.e.f. 1st July, 2017. The details and amounts being passed on to HRIDC are provided in Annexure of this do
- 5) Further, it is to confirm also that in case (name of the organization) will receive any further benefit in future after 1st July, 2017 by way of availing of input tax credits which were not allowed to be availed before 1st July, 2017 or reduction in tax rates or in any other manner which results in reduction of cost of the goods/services supplied to M/s Haryana Rail Infrastructure Development Corporation, then Company will pass that benefit to M/s Haryana Rail Infrastructure Development Corporation also.
- 6) That I declare that the foregoing is true and correct and the same is a legal obligation and failure to fulfil it could result in penalties under the law.
- 7) I confirm that I am aware of the implication of the above undertaking and our liability

on account of incorrect/misleading declaration under the GST Laws.

Signature of the Authorized signatory/ person

Name and Designation of the Auth. Sign/person
of the person

Name of the Organization and Seal

*(*To be executed on a non-judicial stamp paper of Rs. 100/- duly notarized by notary public.)*

ANNEXURE-XI

AFFIDAVIT BY SOLE PROPRIETORSHIP FIRM

(To be executed non judicial stamp paper of appropriate value as per law of state Concerned-Non-Judicial stamp paper should be purchased in the name of proprietor of the firm)

I.....S/o Shriaged aboutyears
R/o.....do hereby
solemnly affirm and declare as under:

1. That I am running a business in the name and style of M/S.....which is a sole proprietorship firm, and which has got GST registration No.....
2. That I am the sole proprietor of the said firm M/S
.....
....
3. That the Head office of the above named firm is situated at
.....

DEPONENT

Verification:

Verified at..... on thisday of.....that the contents of my above affidavit are true and correct to the best of my knowledge and belief and nothing material has been concealed therefrom.

DEPONENT

(seal and signature of Notary Public)

Notes: 1. The document should be notarized at its place of execution (Place of signing the document)

2. Each page of the document should be signed by executants

ANNEXURE-XII

**POWER-OF-ATTORNEY FOR SIGNING OF BID ON BEHALF OF
PARTNERSHIP FIRM**

**(To be executed non judicial stamp paper of appropriate value as per law of state
Concerned-Non-Judicial stamp paper should be purchased in the name of partners of
the firm)**

KNOW ALL MEN BY THESE PRESENTS: WHEREAS WE

(1)..... S/o Shri.....R/o.....

(2)..... S/o Shri.....R/o.....

(3)..... S/o Shri.....R/o.....

(4)..... S/o Shri..... R/o.....

all are the partners of a partnership firm namely M/S.....
..... (Name of firm) hereinafter referred to as 'firm', which is registered at
Registration No.....by Registrar of Firms..... The firm is
having its head office
at..... (hereinafter to
be referred as the 'Firm').

AND WHEREAS we all the above named partners have on.....(date) given our
consent on behalf of firm to participate in the tender
No._____ issued by HRIDC for the work namely
“
_____”

We the above named partners of above named firm do hereby irrevocably constitute,
nominate, appoint and authorize Mr./ Ms. _____S/o
Shri_____(address)_____&Mr./ Ms. _____S/o
Shri_____(address)_____ as our true and lawful attorney
(hereinafter referred to as “Attorney”) of the firm to jointly or severally exercise all or any of
the following powers for and on behalf of M/S

..... (name of firm) in connection with aforesaid bid:

1. To sign and submit Tender and participate in the aforesaid bid of HRIDC on behalf of the firm.
2. To sign and submit all the necessary papers, letters, forms, quotes, bids etc. on behalf of firm.
3. To negotiate, discuss, agree to make any amendments, alterations or modifications thereto and to make representations, submit papers, affidavits and to do any other act and complete requisite formalities on behalf of the firm in connection with completion of aforesaid tender work and to enter into liability against the firm.
4. To sign, execute the contract with HRIDC for and on behalf of the firm.
5. And generally to do all such acts, deeds or things as may be necessary or proper for the purposes mentioned above.

We on behalf of firm undertake that it shall not cancel or amend this power of Attorney without obtaining previous written consent of HRIDC.

We on behalf of firm hereby agree that all acts, deeds or things lawfully done by the said Attorneys or either of them under the authority of this power shall be construed as acts, deeds and things done by the firm and we hereby undertake to confirm and ratify all and whatsoever the said Attorneys or either of them shall lawfully do or cause to be done by virtue of the powers hereby given.

Specimen signatures of the Attorney are appended below.

IN WITNESS WHEREOF this deed has been signed and sealed by us the under named, on this..... day of..... 20.... , in presence of:

WITNESSES:

- | | |
|--------------|---------------------|
| 1. Signature | Executants Partners |
| Name: | (Name)(Signature) |
| Address: | 1..... |
| | 2. |
| | 3. |
| | 4. |

2. Signature
Name:
Address:

Specimen Signatures of Attorney Holder(s) in token of acceptance:

(1) Name..... Signature.....

(2) Name..... Signature.....

Executed and Signed before me on this.....day of At
.....(place).

(Seal and signature of Notary Public)

Notes:

1. In this format space has been provided for entering details of four partners & two attorney holders however if the numbers vary details may accordingly be entered.
2. The document should be notarized at its place of execution (Place of signing the document).
3. Each page of the document should be signed by executants.
4. The power of attorney should be **duly registered**.

ANNEXURE-XIII

POWER-OF-ATTORNEY FOR SIGNING OF BID (when Tenderer is company incorporated under Companies Act)

(To be executed non judicial stamp paper of appropriate value as per law of state concerned Non-Judicial stamp paper should be purchased in the name of the company)

KNOW ALL MEN BY THESE PRESENTS: WHEREAS M/S
..... (name of company & CIN number) is a
Company registered under the Companies Act, 2013, and having its registered office
at..... (Hereinafter called the 'Company').

AND WHEREAS by its resolution No..... passed in the meeting held
on..... of the Board of directors of the company the company (company name)
have decided to participate in the tender No. _____
issued by HRIDC for the work namely
“ _____ ”

I.....(name and designation) the authorised
representative of M/S
(name of company) duly authorized in this behalf by aforesaid resolution do hereby
irrevocably constitute, nominate, appoint and authorize Mr./ Ms.
_____(designation)_____(address)_____ &Mr./
Ms.Mr./ _____ Ms.
_____(designation)_____(address)_____ who is/are
presently holding the above mentioned position in the company as our true and lawful
attorney (hereinafter referred to as “Attorney”) of the company to jointly or severally exercise
all or any of the following powers for and on behalf of M/S
..... (name of company & CIN number) in
connection with aforesaid bid:

1. To sign and submit Tender and participate in the aforesaid bid of HRIDC on behalf of the company.
2. To sign and submit all the necessary papers, letters, forms, quotes, bids etc.
3. To negotiate, discuss, agree to make any amendments, alterations or modifications thereto and to make representations, submit papers, affidavits and to do any other act and complete requisite formalities on behalf of the company in connection with completion of aforesaid tender work and to enter into liability against the company.

4. To sign, execute the contract with HRIDC for and on behalf of the company.
5. And generally to do all such acts, deeds or things as may be necessary or proper for the purposes mentioned above.

The company agrees and undertakes that in the event of any change in the constitution of the company the rights and obligations of the company shall continue to be in full force without any effect thereof.

The company undertakes that it shall not cancel or amend this power of Attorney without obtaining previous written consent of HRIDC.

AND the Company hereby agrees that all acts, deeds or things lawfully done by the said Attorneys or either of them under the authority of this power shall be construed as acts, deeds and things done by the Company and the Company hereby undertakes to confirm and ratify all and whatsoever the said Attorneys or either of them shall lawfully do or cause to be done by virtue of the powers hereby given.

IN WITNESS WHEREOF this deed has been signed and sealed by Shri.....(name and designation), on this..... day of..... 20...., in presence of:

WITNESSES:

1. Signature

Name:

Address:

Executants Signature & Seal of Company:

Name:

Designation:

2. Signature

Name:

Address:

Specimen Signatures of Attorney Holder(s) in token of acceptance:

(1) Name Signature.....

(2) Name..... Signature.....

Executed and Signed before me on this.....day of At(place).

(Seal and signature of Notary Public)

- Notes:**
1. In this format space has been provided for entering details of two authorized persons/attorney holders however if the number vary details may accordingly be entered.
 2. The document should be notarized at its place of execution (Place of signing the document).
 3. Each page of the document should be signed by executants.

ANNEXURE-XIV

**Board's Resolution of company incorporated under companies Act for submitting
Tender by company (To be printed on company's letter head)**

EXTRACT OF THE RESOLUTION PASSED AT THE MEETING OF THE BOARD OF
DIRECTORS OF (Company Name)
_____ (CIN _____) (hereinafter
referred to as company) HELD ON (Date) _____ AT (Address)

Whereas the Board has been described about NIT
no. _____ issued by HRIDC for the work namely
“ _____ ”. Board discussed the matter and
after discussion following resolution was passed:

RESOLVED THAT the company (company name) shall participate in the above tender.

Resolved further that the Board authorizes, Mr./ Ms. _____ & Mr./
Ms. _____ (name and designation) of the company, to jointly or
severally sign and submit all the necessary papers, letters, forms, quotes, bids etc, negotiate,
discuss, agree to make any amendments, alterations or modifications thereto and to make
representations, submit papers, affidavits and to do any other act and complete requisite
formalities on behalf of the company in connection with completion of aforesaid tender work
and to enter into liability against the company.

Resolved further that Board authorizes
Mr./Ms. _____ (name and designation) of the company
to execute Power of Attorney in terms of this resolution in favour of
Mr./Ms. _____ & Mr./Ms. _____ the
person(s) above named.

The acts done and documents executed by such above named authorized person(s) shall be
binding on the company.

For the Organization,

(Seal of company & Signature of authorized person)

Name: _____

Designation: _____

Place:

Dated:

Executed and Signed before me on this.....day of At
.....(place).

(Seal and signature of Notary Public)

- Notes:**
1. In this format space has been provided for entering details of two authorized persons however if the number vary details may accordingly be entered.
 2. The document should be notarized at its place of execution (Place of signing the document).
 3. Each page of the document should be signed by authorized signatory (s).

ANNEXURE-XV

FORMAT FOR AFFIDAVIT TO BE SUBMITTED BY TENDERER ALONG WITH THE TENDER DOCUMENTS

(To be executed in presence of Notary public on non-judicial stamp paper of the value
of

Rs. 100/-. The stamp paper has to be in the name of the Tenderer) *

I (*Name and designation*) ** appointed as the
attorney/ authorized signatory of the Tenderer (including its constituents),

M/s. _____ having its office at.....(hereinafter called the
Tenderer) for the purpose of the Tender documents for the work of (*Name of work*)** as per
the Tender No. _____ of Haryana Rail Infrastructure Development Corporation
(HRIDC), do hereby solemnly affirm and state on behalf of the Tenderer including its
constituents as under:

1. I/We the Tenderer (s), am/are signing this document after carefully reading the contents.
2. I/We the tenderer(s) also accept all the conditions of the tender and have signed all the pages in confirmation thereof.
3. I/we hereby declare that I/we have downloaded the tender documents from the website <https://etenders.hry.nic.in>. I/we have verified the content of the document from the website and there is no addition, no deletion or no alteration to the content of the tender document. In case of any discrepancy noticed at any stage i.e. evaluation of tenders, execution of work or final payment of the contract, the master copy available with HRIDC shall be final and binding upon me/us.
4. I/we declare and certify that I/we have not made any misleading or false representation in the forms, statements and attachments in proof of the qualification requirements.
5. I/We also understand that my/our offer will be evaluated based on the documents/credentials submitted along with the offer and same shall be binding upon me/us.
6. I/We declare that the information and documents submitted along with the tender by me/us are correct and I/we are fully responsible for the correctness of the information and documents, submitted by us.

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

8. I/we understand that if the contents of the certificate submitted by us are found to be forged/false or incorrect at any time during process for evaluation of tenders, it shall lead to forfeiture of the Bid Security besides banning of business for a period of up to five years. Further, I/we (*insert name of the tenderer*) **_____ and all my/our constituents understand that my/our offer shall be summarily rejected

9. I/we also understand that if the contents of the certificates submitted by us are found to be false/forged or incorrect at any time after the award of the contract, it will lead to termination of the contract, along with forfeiture of Bid Security/SD and Performance guarantee besides any other action provided in the contract including banning of business for a period of up to 5 (five) years.

10. I/We have read the clause regarding restriction on procurement from a bidder of a country which shares a land border with India and certify that I am/We are not from such a country or, if from such a country, have been registered with the competent Authority. I/We hereby certify that I/we fulfil all the requirements in this regard and am/are eligible to be considered (evidence of valid registration by the competent authority is enclosed).

**SEAL AND SIGNATURE
OF THE TENDERER**

Place:

Dated:

** The contents in italics are only for guidance purpose. Details as appropriate are to be filled in suitably by tenderer.

(SECOND PACKET-FINANCIAL BID)

SECTION-6

SCHEDULE OF QUANTITIES AND RATES

Tender No: HRIDC/VEH/CDG/2023

Name of Work: Hiring of Air-conditioned vehicles for the use of HRIDC officials at Chandigarh office for a period of Two-years.

NS. Item no.	DESCRIPTION OF VEHICLE	QTY	UNIT	RATE(RS.)	AMOUNT(RS.)
ON MONTHLY BASIS					
NS/1	Innova Crysta or similar in segment				
a)	Rate for 3000Km	24	Vehicle Month	83,197	19,96,728
b)	Extra Km above 3000Km	10000	Km	17	1,70,000
NS/2	Maruti Ertiga or similar in segment				
a)	Rate upto 2500Km	24	Vehicle Month	56,175	13,48,200
b)	Extra Km above 2500Km	4800	Km	16	76,800
NS/3	Maruti Dzire or similar in segment				
a)	Rate upto 2500Km	48	Vehicle Month	50,855	24,41,040
b)	Extra Km above 2500Km	9600	Km	12.50	1,20,000
ON DAILY BASIS					
NS/4	Innova Crysta or similar in segment				
a)	upto 80Km	208	Days	2,700	5,61,600
b)	Beyond 80Km	4500	Km	17	76,500
NS/5	Maruti Ertiga or similar in segment				
a)	upto 80Km	150	Days	2,200	3,30,000
b)	Beyond 80Km	4500	Km	15	67,500
NS/6	Maruti Dzire or similar in segment				
a)	upto 80Km	150	Days	2,025	3,03,750
b)	Beyond 80Km	4500	Km	13	58,500
NS/7	Toyota Commuter or similar in segment				
a)	upto 80Km	4	Days	12,000	48,000
b)	Beyond 80Km	1000	Km	95	95,000
TOTAL Rs.					76,93,618/-

The rate will be _____% (Percentage) below/above/at par (to be filled by the Tenderer in figure).

The rate will be _____ (Percentage in words) below/above/at par (to Be

filled by the Tenderer in words)

Terms & Conditions: -

1. *Over time charges @ Rs 40/- per hour will be paid for working beyond 12 hours per day for vehicles hired on monthly/daily basis.*
2. *Night halt charges @ Rs 400/- per night will be paid in case the Driver of vehicle is required to have night stay outside Chandigarh (or any other headquarter as specified) for vehicles hired only on monthly basis.*
3. *Charges for duty per day in lieu of 4 rests per month permitted will be paid at Rs. 2400/- for item 1(a), Rs. 1600/- for item 2(a), and Rs. 1400/- for item 3(a). These charges are payable only if less than 4 rest are provided in month.*
4. *The quoted rates are inclusive of GST. However, toll tax, parking charges and interstate tax/ state entry tax/ octroi, if any, will be reimbursed on submission of the proof of payment as per actuals paid.*
5. *To calculate variation in price of diesel/Petrol more than 5% at a time or with cumulative effect, with respect to the price on date of opening of tender will be considered and calculated as per prescribed formula in SCC of Contract.*
6. *The tenderer is required to quote a single flat percentage above or below or at par (in both words & figures) for the rates given in schedule. This flat percentage will be applicable for all the items in schedule. **In case of discrepancy, rate quoted in words shall prevail.** Tenderer should write above/below or at par and strike through whichever is not applicable. Offer with incomplete/ambiguous rate will not be considered.*

Declaration by the tenderer

- (2) *I/We am/are signing this document after carefully reading the contents.*
- (3) *I/We also accept all the conditions of the tender and have signed all the pages in confirmation thereof.*

Signature of Tenderer/s

Address:

-----**(END OF TENDER DOCUMENT)**-----