

# HARYANA RAIL INFRASTRUCTURE DEVELOPMENT CORPORATION LIMITED



## TENDER DOCUMENT

**Tender No. HRIDC/GGN/CO/2023**

**Name of Work: Communication Outreach Work for HRIDC for the period of 03 years.**

**Tender Estimated Cost: Rs. 1.05 Cr.**

**Tender closing date: 23.02.2024 at 03:00 PM**

**Opening date of tender: 23.02.2024 at 03:30 PM**

**HARYANA RAIL INFRASTRUCTURE DEVELOPMENT CORPORATION LIMITED**  
HRIDC Office: Plot No. 143, 5<sup>th</sup> Floor, RailTel Tower, Sector – 44, Gurugram, Haryana - 122003

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

## CHECK LIST

<b>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: -</b>		
SN	Description	Done or Not
1.	Rates have been quoted against each item of schedule in Rate sheet.	
2	Declaration regarding no relative being employed on HRIDC as Annexure- V has been filled.	
3	Address for correspondence has been given at Section 2 Para 2.2, and Envelope has been addressed accordingly.	
4	Tenderer's General information filled up in Annexure -I with attached documents/proof page marked/indicated.	
5	<p>All the Annexures from Annexure -I to Annexure -XIV properly filled up and relevant documents attached and indicated in Annexures, where asked.</p> <p>(i) <i>The bids shall have the Annexure I, II, V, VI, VII, VIII, IX and XIV duly filled in and in format as per formats attached.</i></p> <p>(ii) <i>The bid shall also have the relevant annexure out of X, XI, XII and XIII as per the constitution of the firm.</i></p> <p><b>THE BIDS WOULD BE SUMMARILY REJECTED IF FOUND NON-COMPLIANT.</b></p>	
6	Earnest Money Deposit as per NIT/ Clause No. 3.10 of Section-3 has been submitted.	
7	Company seal should be put.	
8	The tender shall be accompanied with the following: -	
	(i) Copy of Earnest Money Deposit as per NIT/ Clause No.3.10 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.	
9	<b>RATES TO BE QUOTED ON RATE SHEET ONLINE ONLY.</b>	

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

**To,**  
**GM/IE&A**  
**HRIDC, Gurugram**  
**Plot No 143, 5<sup>th</sup> Floor, RailTel Tower, Sector – 44,**  
**Gurugram, Haryana - 122003**

**Name of Work: - Communication Outreach Work for HRIDC for the period of 03 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 ..... only) is being submitted as Bid Security (Earnest Money Deposit) online through payment gateway on E-Tender portal. 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 Packet 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) - viewresponse 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. 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 (FIRST PACKET) will be opened after closing of uploading of tender i.e. **23.02.2024 at 03:30 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 shall be summarily 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 Section-7, 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. 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. 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, e-Service Fee and Bid Security have to be deposited through e-payment (ONLINE MODE) only failing which the offer will be summarily rejected. 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. (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. 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 In case of proprietorship firm Tenderer will submit an affidavit, attested by Notary Public that "I am a sole proprietor of the firm \_\_\_\_\_" in case of proprietorship firm on Non judicial stamp paper of Rs.500.00.
- 7.6 Tenderer's profile duly filled in, as per section -3 of tender document.
- 7.7 Power of Attorney.
- 7.8 Article of association and memorandum in case of private/public limited company.
- 7.9 Copy of E.P.F. registration.
- 7.10 Copy of ESI Certificate.
- 7.11 Copy of GST registration no.
- 7.12 Certificate for non near relative in HRIDC.

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 lead 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 INVITING TENDER (NIT)**

1	E-Tender No.	<b>Tender No. HRIDC/GGN/CO/2023</b>
2	Name of Work	<b>Communication Outreach Work for HRIDC for the period of 03 years.</b>
3	Estimated Cost of Work	<b>Rs. 1,04,78,250/- incl. GST @18%</b>
4	Completion Period	<b>36 (Thirty Six) Months.</b>
5	Type of BID	<b>Open E-Tender (Two Packet System)</b>
6	Tender Fee	Rs. 15,000/- (incl. GST @18%) to be paid online through payment gateway provided at <a href="https://etendershry.nic.in">https://etendershry.nic.in</a>
		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	Earnest Money/Bid Security	Amount of Bid security: Rs. 2,02,400/- Bid Security as per clause 3.10 of section -3 to be paid online through payment gateway provided at <a href="https://etendershry.nic.in">https://etendershry.nic.in</a> .
8	Availability of Bid documents from	From 31.01.2024 at 05:00 PM on <a href="https://etendershry.nic.in">https://etendershry.nic.in</a> .
9	Last date & time of online receipt of bid	Up to 23.02.2024 up to 15:00 hrs
10	Date and time of Online opening of bid	23.02.2024 up to 15:30 hrs
11	Validity of offer	90 days from the date of opening of tender.
12	Address for Communication	GM/IE&A HRIDC, Gurugram Plot No. 143, 5 <sup>th</sup> Floor, RailTel Tower Sector – 44, Gurugram, Haryana - 122003 Website: <a href="https://www.hridc.co.in">https://www.hridc.co.in</a> E-mail:- <a href="mailto:horc.tendering@gmail.com">horc.tendering@gmail.com</a>
13	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 <a href="https://etendershry.nic.in">https://etendershry.nic.in</a> Tenderer who wishes to view free Notification and Tender Documents can <a href="https://etendershry.nic.in">https://etendershry.nic.in</a> . 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 <a href="https://etendershry.nic.in">https://etendershry.nic.in</a> .
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**Note:**

- (i) 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.
- (ii) Fixed Deposit Receipt (FDR) will not be accepted as EMD for tender invited on E-TENDER PORTAL. The tender document is also available on official website of HRIDC i.e. <https://www.hridc.co.in>
- (iii) No tender document will be available offline. Downloading tender documents online and submission of tender online is mandatory for this tender.
- (iv) No request for extension of the Tender Due Date shall be considered.
- (v) 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 for feature of Earnest Money Deposit (Tender Security).
- (vi) 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.
- (vii) 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&A, HRIDC, Plot No. 143, 5<sup>th</sup> Floor, RailTel Tower, Sector – 44, Gurugram, Haryana - 122003, Gurugram, for and on behalf of HRIDC invites, Tenders in Two Packets Open E-Tender system, from the tendering firms for Communication Outreach work for HRIDC for the period of 03 years.

#### 2.1 SCOPE OF WORK

The contractor will be required to provide stipulated quantities of specified services of Communication Outreach for stipulated time duration as per SECTION –6 & 7 of the tender document.

#### 2.2 KEY DETAILS OF THE TENDER ARE AS UNDER-

1	E-Tender No.	<b>Tender No. HRIDC/GGN/CO/2023</b>
2	Name of Work	<b>Name of Work: - Communication Outreach Work for HRIDC for the period of 03 years.</b>
3	Estimated Cost of Work	<b>Rs. 1,04,78,250/- incl. GST @18%</b>
4	Completion Period	<b>36</b> (Thirty Six) months
5	Type of BID	Open E-Tender (Two Packet System)
6	Tender Fee	Rs. 15000 (incl. GST @18%) to be paid online through payment gateway provided at <a href="https://etendershry.nic.in">https://etendershry.nic.in</a>
		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	Earnest Money Deposit (EMD) (Tender Security)	<b>Amount of Bid security: Rs. 2,02,400/-</b> Bid Security as per clause 3.10 of IIT to be paid online through payment gateway provided at <a href="https://etendershry.nic.in">https://etendershry.nic.in</a> .
8	Availability of Bid documents from	From 31.01.2024 at 05:00 PM on <a href="https://etendershry.nic.in">https://etendershry.nic.in</a> .
9	Download bid documents up to	Up to 23.02.2024 up to 03:00 PM
10	Last date & time of online receipt of bid	Up to 23.02.2024 up to 03:00 PM

11	Date and time of Online opening of bid	23.02.2024 at 03:30 PM
12	Validity of offer	90 days from the date of opening of tender.
13	Address of Communication	Office of the GM/IE&A, Haryana Rail Infrastructure Development Corporation Gurugram-122003 Website: <a href="https://www.hriddc.co.in">https://www.hriddc.co.in</a>
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 <a href="https://etendershry.nic.in">https://etendershry.nic.in</a>
15	Availability of Tender Documents	The Tender documents can be downloaded from <a href="https://etendershry.nic.in">https://etendershry.nic.in</a> .Tenderer who wishes to view free Notification and Tender Documents can visit <a href="https://etendershry.nic.in">https://etendershry.nic.in</a> 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 –1 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). Any bid found to be non-Compliance with any of the instruction set forth herein above shall be summarily 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 tenderor creates /create circumstances for the acceptance of his/ their tender, the 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.

3.1.13 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 summarily rejected.

3.1.14 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 would be prosecuted for the same as per law.

The Tenderer(s) whether a sole proprietor, a limited company or a partnership firm, if they want to act through agent or individual partner/partners should submit along with the tender or at a later stage, a 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/partners of the firm or any other person specifically authorizing him/them to submit the tender, sign the agreements, receive money, witness measurements, sign measurement books, compromise, settle, relinquish any claim or claims preferred by the firm and sign "No Claim Certificate" and refer all or any disputes to arbitration.

### **3.2 Documents to be submitted Along with Tender: -**

1. 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.

#### **2. 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- X)**

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 lead to termination 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 lead to termination 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 favours of the individual signing the tender documents, agreement and create liability against the Firm. (Standard Performa as per **Annexure-XI**)

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 lead to termination 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-XII**) by the Company (backed by the resolution of Board of Directors) (Standard Performa as per **Annexure-XIII**) 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 lead to termination of the 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.

**3.3 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 and shall lead to termination 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/altered/ 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 and shall lead to termination 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 under Clause 62 of the Standard General Conditions of Contract.
- (xi) 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.
- (xii) 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.
- (xiii) 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.
- (xiv) 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.
- (xv) 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.

- (xvi) 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.
- (xvii) In case a tenderer is LLP, the credentials of tenderer shall be worked out on above lines similar to a partnership firm.
- (xviii) In case company A is merged with company B, then company B would get the credentials of company A also.

### **3.4 PRIORITIES OF DOCUMENTS:**

The several documents forming the contract are to be taken as mutually explanatory of one another. If any inconsistency of 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.
- c) The notice inviting tender / instructions to Tenderers.
- d) Special condition of Contract (SCC).
- e) General conditions of Contract (GCC).
- f) Bill of Quantities.

### **3.5 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 to be rejected summarily.

### **3.6 TENDER OPENING**

- i. Date and Time of online opening 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 to be summarily rejected.
- iii. Conditional tenders shall 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.
  - vi. **Procedure for tender opening:** Technical Bid (First Packet) will be opened after closing of uploading of tender. 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.

### **3.7 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.

### **3.8 VALIDITY OF PROPOSAL**

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 Tender issued by HRIDC for a period of 12 months from the date of such banning done on e-platform E-TENDER, as per Bid Security Declaration.

### **3.9 TENDER FEE**

- i. Cost of tender fee as per clause 2.2 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.
- ii. Offers without valid tender fee before the scheduled date and time of submission of the tender will be summarily rejected.
- iii. Tender processing fee as per applicable rates on E-TENDER Portal., payable through the e- payment gateways is non-refundable.
- iv. All Micro and Small Enterprises (MSEs) who are having UDHYAM registration certificate/ Udyog Aadhaar 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 31.03.2016.

### **3.10 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 to be deposited online with e-tender through Payment Gateway/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, 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 successful Bidder's furnishing of the performance security pursuant to GCC 4.12. However, bid security of those bidders who have not been technically qualified shall be returned after opening of financial bid.
- v. The bid security of the successful Bidder shall be returned as promptly as possible once the successful Bidder has furnished the required performance security and signed the Contract.
- vi. 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 in accordance with ITT 3.16;
    - ii. furnish a performance security in accordance with GCC 4.12;
    - iii. accept the correction of its Bid Price pursuant to GCC 3.14; or
    - iv. furnish a domestic preference security if so required.
  - 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 year 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.

- vii. 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.
- viii. All Micro and Small Enterprises (MSEs) who are having UDYAM registration Certificate/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 UDYAM registration certificate/ 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.

- ix. Any firm recognized by Department of Industrial Policy and Promotion (DIPP) as ‘Startups’ shall be exempted from payment of Bid Security.

### **3.11 ELIGIBILITY CRITERIA**

- i. The tender must submit the documents in favour of fulfilling the eligibility criteria. Tenders submitted without these documents shall summarily be rejected.
- ii. The eligibility criteria have been defined in the para 5.22 of **section-5** of the bid document. Document should be submitted online.

### **3.12 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-
- a) As a Sole Proprietor of the firm or Attorney of the Sole Proprietor; or
- b) As a Partner or Partners of the firm; or
- c) 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&A, HRIDC, Plot No. 143, 5<sup>th</sup> 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.

### **3.13 PRICE BASIS, CURRENCIES & LANGUAGE OF TENDER**

- i. 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.
- ii. 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.
- iii. 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.
- iv. All information in the Tender shall be in English and Hindi only. Failure to comply with these requirements will render the Tender summarily rejected.

### **3.14 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.

### **3.15 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.

### **3.16 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 (section4) and Special Conditions of Contract (section5).
- iv. All expenses in drawing up the agreement and the cost of stamp duty if any shall be borne by the contractor.

### **3.17 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.



### **3.18 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 respects.

## Section-4

### General Condition of Contract (GCC)

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&A/HRIDC/Gurugram 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.
- 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 companies as the case may be and permitted, assignees of such individual or firm or company.
- 4.1.5 The ‘Communication Outreach’/ ‘CO’/ ‘Public Relation’/ ‘PR’ as used in the tender document shall mean Communication Outreach.
- 4.1.6 The “Contract sum” / “Contract price” shall mean the sum for which the tender is accepted.

- 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 “Consultant” means any entity or person that may provide or provides the Services to the Client under the Contract.
- 4.1.12 “Data Sheet” means such part of the Instructions to Tenderer(s) used to reflect specific assignment conditions.
- 4.1.13 “Day” means calendar day.
- 4.1.14 “Government” means the Government of India.
- 4.1.15 “Personnel” means professionals and support staff provided by the Contractor(s)/Tenderer(s) and assigned to perform the Services or any part thereof;
- 4.1.16 “Local Personnel” means such professionals and support staff who at the time of being so provided had their domicile inside the Government's country.
- 4.1.17 “Proposal” means the Technical Proposal and the Financial Proposal.
- 4.1.18 “RFP” means the Request for Proposal prepared by the Client for the selection of Tenderer(s).
- 4.1.19 “Services” means the work to be performed by the Tenderer(s) pursuant to the Contract.
- 4.1.20 “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.
- 4.1.21 “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.
- 4.1.22 “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, lightning and un-precedent floods over which the contractor has no control.
- 4.1.23 “GCC” mean the General Conditions of Contract.
- 4.1.24 “Letter of Award” means the formal award letter from the HRIDC of the Tender.
- 4.1.25 “Local currency” means the currency of Government of India.
- 4.1.26 "HRIDC" means HRIDC/Gurugram unit.

## 4.2 GENERAL INFORMATION

421 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.

422 The Client will provide the inputs specified in the Datasheet and make available relevant project and data reports at no cost to Tenderer(s).

423 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).

424 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.

425 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.

426 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

427 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**

431 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 to 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:

441 Words indicating one gender include all genders,

442 Words indicating the singular also include the plural and words indicating the plural also include the singular,

443 "Written" or "in writing" means hand-written, typewritten, printed or electronically made and resulting in a permanent record, and

444 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 forth 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 lowest 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. It may however recognize such power of attorney and changes after obtaining proper legal advice the cost of which will be chargeable to the contractor.

#### **4.12 PERFORMANCE GUARANTEE (P.G)**

- 4.121 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 favor of **GM/Finance, HRIDC, Gurugram, 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.
- 4.122 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.
- 4.123 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, however, shall be released only after the expiry of the maintenance period and after passing the final bill based on "No Claim Certificate".
- 4.124 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 at the 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 JV or 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.

- 4.125 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:
- 4.126 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.
- 4.127 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.
- 4.128 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.
- 4.129 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 The 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, if any, the Security Deposit/rate of recovery /mode of recovery shall be asunder:
- 4.13.4 The rate of recovery should be at the rate of **6%** of the bill amount till the full Security Deposit is recovered,
- 4.13.5 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.
- 4.13.6 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. after completion of defect liability period i.e. **after 120 days** of the satisfactory completion of the work.
- 4.13.7 No interest will be payable upon the Earnest Money and Security Deposit or amounts payable to the Contractor under the Contract.
- 4.13.8 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: -**

The bidder must fulfil the eligibility criteria as detailed in special conditions of contract Para 5.22 and enclose the required documents as specified.

#### **4.15 AGREEMENT:**

All expenses in drawing up the agreement and the cost of stamp duty if any shall be borne by the Contractor.

#### **4.16 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.

#### **4.17 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.

#### **4.18 FORCE MAJEURE**

The Obligations of HRIDC and the Tenderer(s) shall remain suspended if and to the extent that they are unable to carry out such obligations owing to force majeure and in such situation the contract can also be terminated on mutual consent.

#### **4.19 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 willful 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.



#### **4.20 OTHER TERMS AND TERMINATION**

- 4201 Contract shall be deemed to have commenced as on from date of issuance of Letter of Award (LoA) and shall be in force for a period of three year.
- 4202 Notwithstanding anything contained here in HRIDC may, without any cause, terminate this contract by giving to the other 30 days written notice.
- 4203 Expiry or earlier termination of this contract will not prejudice any rights of the parties that may have accrued prior there to.
- 4204 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.

#### **4.21 LAWS AND REGULATIONS:**

- 421.1 **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.
- 421.2 **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.

#### **4.22 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.

#### **4.23 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/Extended 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.*

#### **4.24 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.

#### **4.25 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:

Payment/recovery for increase/decrease in GST or imposition/removal of any tax/cess on as per Clause 4.23.

#### **4.26 DETERMINATION OF CONTRACT DUE TO FIRM/CONTRACTOR'S DEFAULT CONDITIONS LEADING TO DETERMINATION OF CONTRACT**

##### **4.26.1 If the Firm/Contractor**

- i. Becomes bankrupt or insolvent, or,
- ii. 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
- iii. 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

- iv. Has execution levied on his goods or property or the works, or
- v. assigns or sublets the contract or any part thereof otherwise than as provided for under conditions of this contract, or Abandons the contract, or
- vi. Persistently disregards instructions of the HRIDC official or contravenes any provisions of the contract, or
- vii. 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
- viii. Suppresses or gives wrong information while submitting the tender.

4.26.2 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 instructions as aforesaid to the entire satisfaction of the HRIDC, the HRIDC shall be entitled after giving 48 hours' notice in writing to terminate the contract, as a whole or in part or parts (as may be specified in such notice).

#### **4.27 DETERMINATION OF CONTRACT ON HRIDC/ENGINEER'S ACCOUNT**

The HRIDC shall be entitled to determine the contract, at any time, should, in the HRIDC opinion, the cessation of works become 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.

#### **4.28 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.

#### **4.29 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.

#### **4.30 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 in demnified from and against any claims/penalty under the a for said act.

#### **4.31 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:

##### **4.31.1 Mutual Settlement**

4.31.2 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.

#### **4.32 CONCILIATION/ARBITRATION**

4.32.1 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.

4.32.2 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 ther reference.

4.32.3 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 at least 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 minimum two names out of this panel for appointment of Sole Conciliator /Sole Arbitrator. The Employer will appoint Sole Conciliator / Sole Arbitrator out of the names agreed by the Tenderer(s).

4.32.4 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&A/Gurugram as Employer for settlement of such disputes or differences through Arbitration. The appointment of the arbitrator shall be done by the GM/IE&A/Gurugram as Employer as per the procedure described above. No disputes or differences shall be referred to Arbitration after expiry of 60 days from the date of notification of failure of Conciliation.

- 4.32.5 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.
- 4.32.6 The language of proceedings, documents or communications shall be in English and the award shall be made in English in writing.
- 4.32.7 The conciliation / arbitration proceedings shall be held at a place decided by Conciliator /Arbitrator.
- 4.32.8 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).

#### **4.33 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.

#### **4.34 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.

#### **4.35 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.

#### **4.36 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.

#### **4.37 JURISDICTION OF COURTS**

Jurisdiction of courts for dispute resolution shall be **Gurugram** only.

#### **4.38 MSME**

- i. 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:
- ii. District Industries Centers.
- iii. Khadi and Village Industries Commission.
- iv. Khadi and Village Industries Board.
- v. Coir Board.
- vi. National Small Industries Corporation.
- vii. Directorate of Handicraft and Handloom.
- viii. Any other body specified by Ministry of MSME.
- ix. 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 Condition of Contract (SCC)**

- 5.1** Communication Outreach Agency (COA) will be engaged for a period of **three years** on retainership basis.
- 5.2** Minimum wages to the staff deployed for executing the work and other statutory obligation should be met by the contractor at his own cost.
- 5.3** All other charges of Central Government/State Government or any other authorities, if any are to be included by the tenderer in his BID.
- 5.4** In case of re-current violations of terms and conditions, the contract can be terminated as per termination clause with forfeiture of complete or partial Performance guarantee and HRIDC will not be responsible for losses/damages caused to the Agency, consequent to the termination of Contract on account of non-performance.
- 5.5** The performance of the Agency will be evaluated periodically. If the Agency's services do not meet the HRIDC's expectations, the HRIDC will have the right to terminate the contract for services of the Agency by giving at least 30 days' notice in writing to the Agency and may appoint any other Agency without any obligation or without assigning any reasons to anyone and the HRIDC shall not be held liable for any losses or damages caused by such action.
- 5.6** The agency should be fully equipped with trained and skilled communication outreach professionals and tools and should have the latest office equipment at its offices.
- 5.7** COA should have a trained designer/design professional to be made available in person or remotely as instructed by HRIDC, who could respond to HRIDC's requests pertaining to designing creatives etc.
- 5.8** The Agency shall deploy a Communication Outreach Co-ordinator (COC), whose CVs shall be submitted for approval to HRIDC after award of work. No change of persons will be allowed for first 06 months. After 6 months, the Agency can offer to replace the appointed coordinator with a new person subject to approval of HRIDC. HRIDC may however, ask for change of the deployed manpower at any time without assigning any reasons whatsoever. Failure to do so will attract a onetime penalty of Rs.10,000/-.
- 5.9** Proportionate payment shall be deducted from the Agency's bill if any work is found to be not done/is incomplete or is unsatisfactory, as adjudged by the Officer-in-charge. In case of any difference of opinion between the Officer in charge and the Agency, regarding the non-performance or unsatisfactory performance of work, the matter will be referred to the GM/IE&A/HRIDC, whose decision on the matter shall be final. HRIDC may also, at its discretion get such defective/deficiency work done at the risk & cost of the Agency and recover the actual amount spent plus 20% of actual spent amount including all actual HRIDC establishment charges, from the Agency's bills. More than two lapses in doing the

work satisfactorily shall result in rescinding the contract.

- 5.10** The quantity indicated as per Section-7, is tentative and may vary (increase or decrease) as per HRIDC requirement. The quantities of this RFP will be executed in gradual manner, as per requirement of HRIDC during the currency of contract period.

**5.11 Proprietary Rights of the Employer in Reports and Records**

The work done by the Communication Outreach agency under this agreement with HRIDC shall not be used by the Agency for any other organisation / any other work or purpose, except for HRIDC, without the express written consent of HRIDC. Communication Outreach Agency shall not modify, copy, distribute, transmit, display, publish, sell, or license any information, data, material of the work done for HRIDC under this agreement without the express written consent of HRIDC. The Agency shall not reproduce, transmit, transcribe, store in a retrieval system, or translate into any human or computer language any part of the information, material and data created under this agreement with HRIDC, in any form or by any means whatsoever without the express written consent of HRIDC.

- 5.12** If the Employer finds that any of the Agency's official has committed serious misconduct or has been charged with having committed a criminal action or shall the Employer determine that Agency's Communication Outreach officer have engaged in corrupt, fraudulent, collusive, coercive practice while performing the services, the Agency shall, at the Employer's written request, provide a replacement.

- 5.13** During the site/office visits specified in Scope of Work, suitable working space will be provided by the Employer for meetings, conferences and workshops in Employer's facilities whenever required and approved by Employer.

- 5.14** The Employer shall within a reasonable time give to Consultant, free of cost, all information which he is able to obtain, and which may pertain to the Services. But this will not relieve the responsibility of the Agency to collect all the necessary information from other organisations, agencies etc. to the execution of the work assigned. However, reasonable time shall not be more than 15 working days after Agency has made the request.

- 5.15** On all matters properly referred to it in writing by Agency, HRIDC shall give a decision in writing within a reasonable time. However, reasonable time shall not be more than 15 working days after Agency has made the request.

- 5.16** The Communication Outreach Co-ordinator(COC) of the Agency and other team members of the agency are required to travel in National Capital Region for various services as per scope of work. Agency on their own shall make all arrangements including all expenses for such visits. In case of travel and stay outside NCR, the COC alongwith one more employee of the Agency would be entitled to travel by train/Road and stay in HRIDC rest house/hotel. An amount of Rs. 1000/- per day and charges for AC chair car of train would be reimbursed to the Agency against the presentation of the actual bills/tickets. The tour program has to be prior approved by GM/IE&A for the same.

**5.17 PENALTY:**

The HRIDC reserves the right to impose penalty in case of any violation of the stated conditions in this document. On first default, Agency shall be warned in writing. In case



of defaults in the contractual provisions, HRIDC may deduct a penalty of an amount as below:

1. A penalty of Rs. 1000/- for either non-performance or unacceptable quality of deliverables for Schedule-A.
2. A penalty of Rs. 1000/- per occasion for default in delivery of items or delay in delivery of the items in Schedule -B.
3. A penalty of Rs. 10,000/- for non-mobilization of the Communication Outreach Co-ordinator (COC) within 15 days of the Letter of Award (LoA) of contract and same amount thereafter for any violation as per clause 5.8 above.

The overall penalties shall not exceed the 10% of the Contractual Amount and it will lead to termination of the contract.

## **5.18 COPYRIGHT**

The copyright or other intellectual property rights in any Data, plans, write ups, content in any format, audio- video communications, all the deliverables covered under scope of work, documentaries, other documents, Materials, relating to the work shall be vested in the HRIDC. The COA shall grant to HRIDC, its assignee a royalty-free, nonexclusive and irrevocable licence (carrying the right to grant sub-licences) to use and reproduce any of the Data, plans, write ups, content in any format, audio- video communications, all the deliverables covered under scope of work, documentaries, other documents, Materials and any such know-how and information for all purposes relating to the HRIDC (including without limitation the design, reconstruction, reinstatement, extension, ).

## **5.19 RIGHTS IN INTELLECTUAL PROPERTY AND MATERIAL**

All the rights relating to the trademarks, copyrights, intellectual property rights in respect of any type of work done by the agency on behalf of HRIDC and paid for by HRIDC shall vest with HRIDC.

## **5.20 PAYMENT AND REIMBURSALS: -**

- (i) No advance payment shall be made under any circumstances.
- (ii) ***The Agency shall submit bills on Monthly basis, in duplicate, to the HRIDC office. The bills for the month shall be submitted as Performa Invoice by 5<sup>th</sup> 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.***
- (iii) Deductions shall be made in terms of penalty clauses against the bills pertaining to the days of unsatisfactory service and non-fulfilment of contract conditions. The decision of HRIDC shall be final in this regard.
- (iv) Deduction towards TDS as applicable under Income Tax Act 1961 or other taxes etc. shall be made from all payments made to the Agency.
- (v) The payment to the Agency shall be provided through ECS/NEFT/RTGS. Agency shall provide the necessary information required for such payment through electronic means. Charges if any on this account will be on account of the Agency.

## **5.21 QUANTITY VARIATION: -**

- 5.21.1** Variation of plus or minus 50% may be operated on over all contract value and payment would be made as per the accepted rate.
- 5.21.2** In case an increase/decrease in quantity by more than 50% of the overall quantity is considered unavoidable, the same may be got executed by mutual consent between HRIDC and contractor.

## **5.22 QUALIFICATION AND EVALUATION CRITERIA**

### **5.22.1 Evaluation Sequence**

Bids will be evaluated as follows:

- i) Evaluation of Administrative Requirements and evaluation of Compliance and Responsiveness
- ii) Evaluation of Eligibility and Qualification Requirements
- iii) Evaluation of Technical Proposal
- iv) Evaluation of Financial Bid

### **5.22.2 Evaluation of Administrative Requirements, Compliance and Responsiveness**

- a) The Evaluation will consist of checking the Bids to confirm whether they are substantially responsive to the administrative requirements, Compliance and Responsiveness of the Bid Documents.
- b) The following Administrative Requirements, Compliance and Responsiveness Items will be checked for substantially responsiveness:
  - i. The Bid Security is in the correct form and of the required amount or document to claim waiver.
  - ii. The original power of attorney for the Bid signatory shall be in the acceptable form and properly notarized containing specimen signature of the authorized person.
  - iii. The Digital signature (DSC) used for uploading of the tender submission should be in the name of the person to whom the power of attorney (POA) have been issued.
  - iv. All Bid Forms have been duly filled, signed and stamped.
  - v. No Bid Forms have been altered, tempered or modified.
  - vi. The Self-Certificate is submitted (**Annexure II**).
  - vii. Only one Bid per Bidder is allowed.

**The bids found to be non-compliant of the above requirements would be summarily rejected.**

### **5.22.3 Minimum Eligibility /Qualification Requirements**

A bidder for his qualification in technical bid must qualify in all the requirements of Minimum Eligibility Criteria stipulated in this clause. Bidders not meeting the minimum eligibility criteria shall not be considered for further evaluation of their technical bid.

### 5.22.3.1 Technical Eligibility Criteria (Work Experience)

Minimum Eligibility Criteria	Compliance Requirements	Documents Requirements
<p>The tenderer must have successfully completed or substantially completed any one of the following categories of work(s) during last 07 (seven) years, ending last day of month previous to the one in which tender is invited:</p> <p>(i) Three similar works each costing not less than the amount equal to 30% of advertised value of the tender, or</p> <p>(ii) Two similar works each costing not less than the amount equal to 40% of advertised value of the tender, or</p> <p>(iii) One similar work costing not less than the amount equal to 60% of advertised value of the tender.</p> <p><b>Note:</b></p> <p>1. Work experience certificate from private individual shall not be considered. However, in addition to work experience certificates issued by any Govt. Organisation, work experience certificate issued by Public listed company having average annual turnover of Rs 500 crore and above in last 3 financial years excluding the current financial year, listed on National Stock Exchange or Bombay Stock Exchange, incorporated/registered at least 5 years prior to the date of closing of tender, shall also be considered provided the work experience certificate has been issued by a person authorized by the Public listed company to issue such certificates.</p> <p>2. In case of ongoing work, the bidder has to submit the certificate of total payment received against the said ongoing contract.</p> <p><b>b) Definition of SIMILAR Work:</b></p> <p><b>“Conceptualization, Design, Development, and Execution of Public Events including Exhibitions, &amp; Workshops ”</b></p> <p><b>The following will be applicable in evaluating the eligibility:</b> Similar nature of work physically completed within the qualifying period i.e., the last Seven years ending last day of month previous to the one in which tender is invited (even though the work might have commenced before the qualifying period) should only be considered in evaluating the eligibility criteria.</p>	<p>Must meet requirement by the single entity</p>	<p><b>Work experience certificate</b></p>

### 5.22.3.2 Financial Eligibility Criteria:

Criteria		Documentation Required
Requirement	Compliance Requirements	
<p><b>The tenderer must have minimum average annual contractual turnover of ‘V/N’ or ‘V’ whichever is less; where: -</b></p> <p>V= Advertised value of the tender in crores of Rupees.</p> <p>N= Number of years prescribed for completion of work for which bids have been invited.</p> <p>The average annual contractual turnover shall be calculated as an average of “total contractual payments” in the previous three financial years, as per the audited balance sheet. 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.</p> <p>The tenderers shall submit requisite information as per <b>Annexure-VII</b> along with copies of Audited Balance Sheets duly certified by the Chartered Accountant/Certificate from Chartered Accountant duly supported by Audited Balance Sheet.</p>	Must meet requirement by the single entity	<b>Annexure-VII</b>

**Notes: Bidder shall submit all the necessary documentary proofs regarding fulfilment of above minimum eligibility criteria.**

### 5.22.4 Evaluation of Technical Bid

**5.22.4.1** Further evaluation of the technical bid of those bidders, who meet the above minimum eligibility criteria stipulated above, shall be done as per the marking /scoring system enumerated below.

The technical evaluation shall be carried out duly applying point system specified herein and accordingly each responsive bid shall be attributed a technical score. The bidder shall achieve a minimum score of 60% of maximum marks to be technically qualified.

The Financial Bid of only the Technically qualified bidders would be opened.

**A. TECHNICAL PROPOSAL**

The Technical Proposal, which includes presentation, will be evaluated by the Employer based on the following 3(three) broad criteria : -

- A. Profile of the Bidder**
- B. Infrastructure of the Bidder**
- C. Presentation by the Bidder**

S.no	Criteria	Maximum Score	Score Parameters: Marks	Documents to Submitted by Bidder
<b>A</b>	<b>Profile of the Bidder</b>	<b>40</b>		
1.	Number of years of experience as Communication Outreach Agency in India as on 31-12-2023	10	upto 3 yrs: 02 3yrs to 5 Yrs: 05 5 yrs and above: 10	Certificate of Incorporation
2	No of Clients for last 03 years (F.Y) on retainer basis/assignment basis for communication outreach program. (Govt. Departments/Central, State PSUs /Autonomous Bodies) as on the date of application.	10	Upto 5 clients: 02 6 to 8 clients: 05 More than 10 clients: 10	Communication Outreach Agreement of Bidder with the clients or undertaking from clients on client's letterhead. The total list of clients should be given by bidder on company's letter head duly signed by authorised signatory.
3	Experience of handling Communication Outreach work for Rail Passenger Transport Companies such as Indian Railways, Metro Rail and Rail JVs with state Government during the last 3 years (F.Y)* on retainership basis/assignment basis.	10	01 -03 Works: 02 04 -06 Works: 05 More than 06 Works: 10	Client completion/performance certificate.
4	Experience of handling design/publication work for the client during the last 3 years (F.Y).	5	1.25 marks for each work	Client completion/performance certificate
5	Average Turnover attributed to Communication Outreach activity of the Company during last 3 financial years.	5	Upto 0.35 Cr: 1 0.35-0.45 Crs: 3 0.45 Crs. And above: 5	Copies of CA Certificate
<b>B</b>	<b>Infrastructure of the Bidder</b>	<b>20</b>		

1	Presence of offices in the following cities:  Delhi/NCR Chandigarh	10	5 points for each City maximum of 10 points	A copy of latest Landline MTNL or BSNL phone bill/Electricity bill/Registration with shop and establishment Dept./Registered rent or lease agreement in the name of bidder.
2	Lead – Back-up office profile	05	Master’s degree in Mass Communication/Journalism/Advertisement with more than 5 years of experience: 5 Marks	CV of the proposed Back-office profile.
3	Manpower resources available in year 2022-23 (F.Y).	05	5 to 10: 2 10 to 20: 4 More than 20: 5	HR Records and/or salary records/ PF Statements/ Certificate from Head (HR) or Company Secretary
<b>C</b>	<b>Presentation by the Bidder</b>	<b>40</b>		
1	Understanding of HRIDC project and Clause-wise Proposed Communication Outreach Strategy with sample designs for HRIDC and its projects as per requirements of Schedule-A	30	Based on submissions made by Bidder	For the same, the bidder will be required to submit the designs and samples (in soft form) along-with the bids. The date/time for presentations and samples (in hard forms) shall be advised to the bidders subsequently.
2	Submission of design and samples as per requirement of Schedule-B	10	Based on submissions made by Bidder	<i>Note:</i>  <i>1. Non-submission of these documents in soft form along-with the bid will lead to summarily rejection of the bid.</i>  <i>2. Bidder cannot change the presentation and samples at the time of formal presentation in to HRIDC. Non-compliance will lead to summarily rejection of bid.</i>
	<b>Total</b>	<b>100</b>		

**Note:**

- a) *The bidder shall score at least 60% of maximum marks for each of the 3(three)criteria and overall 60% of maximum marks for technically qualification.*
- b) *Financial Bids of the shortlisted qualified Bidders based on Minimum Eligibility /Qualification Requirements will be opened after the evaluation of the Technical Proposal. HRIDC shall conduct the electronic opening of Financial Proposal of the Bidders who have qualified on the basis of evaluation of the Technical Proposal in accordance with the Technical parameters set out in the Bid Documents. The date and time of the opening of Financial Proposal will be published after the technical evaluation on e-bidding portal.*

**B FINANCIAL BID EVALUATION**

**The Financial bid/proposal of only those (technically qualified) who had scored a minimum of 60% marks on the Technical Proposal would be opened. The firm/bidders quoting lowest rates will be awarded the contract.**



## **SECTION-6**

### **SCOPE OF WORK**

#### **6.1 INTRODUCTION:**

Haryana Rail Infrastructure Development Corporation Limited (HRIDC) is one of the eight Joint Venture Corporations (JVC) set up by Ministry of Railway in accordance to the Union Cabinet decision dated 03 February 2016 and the only one in the entire northern region. Government of Haryana (GOH) and Ministry of Railway (MOR) are having share of 51% and 49% respectively in this JV. HRIDC was incorporated on 22 August 2017 to develop rail infrastructure in the state of Haryana on the principal of cooperative federalism.

The JV has a mandate to take up planning and implementation of various rail infrastructure projects like new railway lines, last mile connectivity, capacity enhancement works, etc. in the state of Haryana. Accordingly, to enhance rail connectivity for freight and passenger transportation, boost economic and social growth and enable polycentric growth in the state of Haryana, HRIDC has identified various rail projects which are under various stages of implementation.

In order to create awareness among all stakeholders of HRIDC, Project Affected People & Industry of Haryana, NCR and rest of India and to make HRIDC as a 'Brand' in Infrastructure Development, a need for professional Communication Outreach agency is being felt by the management of HRIDC initially for two years and further extendable for one year. The Communication Outreach agency will promote the interest of HRIDC in the field of media management, plan and develop strategy on media engagement, relationship building with all stakeholders, disseminate press release, highlighting monthly reports, accomplishment and future task and understand the sentiments and behaviour of stakeholders, industry & public to accomplish the goal and tasks of HRIDC in executing infrastructure projects successfully in more transparent and effective manner and thereby building the image of HRIDC.

#### **6.2 Role of Communication Outreach Agency:**

HRIDC intends to engage a Communication Outreach Agency on retainership basis for helping HRIDC in Communication Outreach work including social media management and stakeholder engagement for all its projects and works. The broad scope of work will be as follows:

##### **6.2.1 Planning Communication Outreach Strategies**

Identification, preparation and development of detailed communication strategies for the year at start of every year for the full year and Development of monthly communication plan at the start of the month covering all types of Media Management, Stakeholder Engagement, Community Engagement and other activities of Communication Outreach detailed in Bill of Quantities.

## **6.2.2 Stakeholders Engagement**

### **a) Identification of Stakeholders**

Stakeholder Mapping and development of communication/engagement strategies for stakeholders of various HRIDC projects and its related activities.

### **b) Community Engagement Program**

Plan and execute public awareness campaigns, Nukkad Nataks, workshops and public consultation, community interaction programs, events based on the stakeholder engagement plan and opportunities/requirements.

Identify community engagement opportunities, list communities touch points, develop and execute engagement plans such as Engagements with village gram sabhas, RWAs, Trader/Business Associations, Citizen Advocacy groups, Mohalla sabhas and other community touch points.

## **6.2.3 Creating Content**

The agency will be responsible for creation of meaningful and aesthetic content in the form of press briefs, interview briefs, digital slides, graphs/charts, presentations, editing of video/audio clips etc. from the raw inputs. The agency will also be required to create on an average one creative audio/video clip of 15 seconds to 5-minute duration, as per requirement of HRIDC on any subjects either indicated by the HRIDC or suggested by the agency. Agency should be able to develop interesting and domain related content in a meaningful way targeting all sorts of stakeholders.

The content should be such that it could be published/uploaded/played at various media platforms like print media, social media, website, national and international publications etc.

The agency will also be responsible for conceptualizing and developing still creative and GIFs for digital/social media platforms including but not limited to various project updates, season greetings, awareness campaigns etc.

## **6.2.4 Media Management**

Identify and maintain a list of media professionals relevant to the company, monitor media for sectorial and relevant coverage, identify opportunity for placing Communication Outreach messages in industry stories, assist in managing engagement at various levels, one on one relationship management with media professionals and implementation of communication calendar, Reputation Tracking, Managing media events, arranging one-on-one meetings, press briefings, news stories, interviews, conferences, launches, seminars, workshops etc. based on the engagement plan and opportunities. Agency has to ensure adequate coverage about HRIDC projects in international media as well.

Assist in managing one to one relationship of the HRIDC's key management /spokespersons with all identified media professionals through appropriate relationship building methods.

Daily reports on relevant coverage in both English and Hindi print media at National as well as state level with emphasis on NCR states including electronic media, identifying highlights. Track international digital publications (mainline, regional, business & trade publications) to monitor media coverage about the HRIDC projects on a day to day basis. Prepare and submit report on daily basis.

### **6.2.5 Social Media Management**

- a) Design and production of communication and creative elements for social media engagement on various social media handles. Dissemination, handling, supervision and management of creatives as per the approved communication strategy.
- b) Agency will be responsible for complete takeover of existing Social Media channels of HRIDC and may be required to create new channels and accounts and manage.
- c) Agency will be responsible for arranging live streaming of events through various social media platforms like Facebook, YouTube, Podcasts, HRIDC web portals etc. as per advice of HRIDC.
- d) Agency will be responsible to create new page of HRIDC on Wikipedia and manage the content of it by regular updates.
- e) Manage response on Social media accounts through setting up standard response management process in coordination of HRIDC. Feedback, messages and any other communication received from visitors to the sites shall be responded only in consultation with HRIDC.
- f) Feedback/comment management on regular basis, moderation of pages on regular basis to keep the social media sites free from spam/advertisement/inappropriate contents, appropriate tagging etc.
- g) The agency will be responsible for updating all social medial platforms with meaningful content in the form of digital slides, graphs/charts, presentations, editing of video/audio clips etc.
- h) The agency should ensure that significant posts made by the public related to HRIDC are monitored on real time basis and is brought to the notice of HRIDC on daily basis.
- i) Create Social Media strategy to increase traffic to website/social media handle. Expanding the reach & penetration of activities, tapping the influencers, citizen participation via social media and SEO. Analysing Social Media trends, moderation and intervention as and when required. Agency should be able to provide detailed analytics & reports about Social Media activities on all platforms & people engagement.

### **6.2.6 Headlines Management**

Timely intimation to the HRIDC about any coverage that is detrimental to the interest of the Corporation and recommendations thereof to minimize/avoid any detrimental impact on the brand HRIDC within circumstantial timelines.

Development of proactive strategy for crisis management, including chalking out key messages and designing crisis communication plan.

### **6.2.7 Website and Website Content Management**

Maintenance and Regularly update of HRIDC and HORC website with IT professionals and regular review and update of content on website.

Designing, developing and deploying of new webpages/changing of design of existing webpages of HRIDC and HORC web portals as per inputs provided by HRIDC Management/IT team. The designing of webpages will be iterative exercise and may involve multiple discussions and iterations in designing of web pages.

#### **6.2.8 Design of Publications of HRIDC**

Design, artwork graphics, collage making from existing photographs of various events during the year, layout and content editing etc. for Company's annual Calendar, Diary, half yearly Magazine-'RALHARI' and such other publications.

#### **6.2.9 Event Based Communication Outreach**

Comprehensive management of event based Communication Outreach including pre event activities like design of pamphlets/Broachers/ Backdrop/standees/selfie booth or any other material for the event, arrangement of media personalities for coverage of the event in print/social medial, preparation of kit for the delegates participating in the event, arrangement of photo/videographer for capturing the event, suggesting souvenirs for the delegates & dignitaries and smooth conduct of post event activities like making film on the event, arranging interviews of management and participating signatories, preparation of press brief, follow up with thankyou letters to delegates and preparation of final report of the event. Printing of pamphlets/Broachers/ Backdrop/standees/selfie booth or any other material required for the event will be arranged by HRIDC as per design shared by the agency.

#### **6.2.10 Archiving of Contents and other Media**

Agency shall maintain and share with HRIDC, pictures/press coverages/reports/videos/creatives and content made with proper indexation in user friendly electronic format for easy retrieval.

### **6.3 Broad Services required**

Communication Outreach services are required for HRIDC are broadly of following two categories:

- i. Communication Outreach services on retainership basis: - to be provided as per schedule
- ii. Communication Outreach services on BOQ/Item basis: to be provided as and when required

<b>Community Outreach services on monthly basis</b>					
<b>SN</b>	<b>Deliverables</b>	<b>Description</b>	<b>Unit</b>	<b>Qty</b>	<b>Schedule of Delivery or Delivery Time-lines</b>
1.1	Planning and Account Management	Developing a monthly plan for the entire campaign for forthcoming month. Provide monthly reporting, Monthly review meeting with senior management	Monthly	36	Before 7 <sup>th</sup> of every calendar month
1.2	Media Releases/Press Releases	Making and disseminating bilingual press releases, post which follow ups will be done.  Minimum 3 per quarter	Quarterly	12	24 hours after intimation by HRIDC
1.3	News Stories (Print)-	Bilingual- News stories with Concept based 2D graphics (if required) around HRIDC and its initiatives in national and regional print media  Minimum 3 per quarter	Quarterly	12	48 hours after intimation by HRIDC /after the conclusion of event.
1.4	News Stories (Online)	Bilingual-News stories with Concept based 2D Animation(if required) around HRIDC and its initiatives in national and regional online media  Minimum 3 per quarter	Quarterly	12	48 hours after intimation by HRIDC /after the conclusion of event.
1.5	Social Media Management	Strategizing the social media strategy for HRIDC and executing it. Content management and development. Development of Crisis strategy & management for digital media platforms like Facebook, Twitter, LinkedIn, Koo etc.	Monthly	36	End of calendar month

1.6	Website Content Management	Maintenance of Web portals of HRIDC and HORC and auditing the website content and updating the web portals.	Monthly	36	At the end of month
1.7	Facebook Live-	Going Facebook live to share details/events	As and when needed	-	As and when needed
1.8	Social Media Monitoring	Track social media platforms on real-time basis and Submission of Coverage related to HRIDC projects on Social Media Handles	monthly	36	At the end of month
1.9	Creatives/ GIFS	Conceptualising and developing still creative and GIFs for digital/social media platforms including but not limited to various project updates, season greetings, awareness campaigns etc.  Minimum 5 per month	monthly	36	At the end of month
1.10	Designing of HRIDC Publications-	Design of HRIDC annual  1. Calendar-Minimum-3 times 2. Diary- Minimum-3 times 3. RalHaree-Minimum-6 times 4. Annual Reports(HRIDC and HORC)- Min. 6 times 5. Pamphlets –As per requirement. etc.  The Community Outreach Agency will collect & compile the photos and information required for the item / prepare the design. Multiple iterations of design with the HRIDC team will be involved.	Half yearly	6	Continuous updation of content for regular publications and as & when required for specific publication
1.11	Archiving	Systematic collating the relevant data in a professional manner including pictures/press coverages/reports/videos/creatives/CIPs etc. and duly sharing it with HRIDC in a user-friendly electronic format as decided by HRIDC with an IT base easy retrieval mechanism.	Yearly	3	At the end of Year(starting from contract month

**ANNEXURE – I**

<b>TENDERER(S)'S GENERAL INFORMATION</b>		<b>PROOF ATTACHED AT PAGE</b>
1. Name of firm.		
2. Full name of Contractor/s:		
3. Year of Establishment.		
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:		
The information furnished above shall be supported by authentic documents including registration number of the firm.		
Signature of the Tenderer/s: -		

## **ANNEXURE – II**

### **Self-Certificate**

- a. I/We have downloaded the tender, its corrigendum and addendums 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 prelaw.
- b. I/we are submitting a Demand Draft/Bankers Cheque No.....  
Dated issued by..... or original money receipt No  
..... deposited with..... station for 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 – III**

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

**(The Bank Guarantee (BGs) to be submitted by the suppliers/ contractors should be sent directly to)" GM/IE&A, Plot No. 143, 5<sup>th</sup> Floor, RailTel Tower, Sector – 44, Gurugram-122003" by the issuing Bank under Registered Post A. D.).**

To.

**GM/IE&A**

**Plot No. 143, 5<sup>th</sup> Floor, RailTel Tower,  
Sector – 44, Gurugram-122003**

In consideration of the GM/IE&A; HRIDC (hereinafter called "HRIDC") having agreed to ..... accept ..... from ..... Her  
ein 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

.....onl  
y).

We, .....(indicate then a me of the Bank herein after referred to

as "the Bank") at the request of contractor/sdo here by undertake to pay the Governmentan amount not exceeding Rs..... against any loss or Damage caused to or suffered by or would be caused to or suffered by Government 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 claimssatisfied 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 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 this .....day of.....2022

For.

Signature of the Tenderer/s:

(Indicate the name of the Bank)

**ANNEXURE – IV**

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

**AGREEMENT**

THIS AGREEMENT made on day of \_\_\_\_\_ 2021 between HRIDC, acting through GM/IE&A, HRIDC, Plot No 143, 5<sup>th</sup> 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. “Communication Outreach work for HRIDC ” with Accepted value of Rs \_\_\_\_\_ & completion period of 36 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 in consideration of the execution and completion of the Works and the remedying of defects therein the Contract Price or such other sum as may 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 – V**

**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-VII**

**Bidder must fill in this form:**

**NAME OF BIDDER :**

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

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-VIII

### PRE-CONTRACT INTEGRITY PACT

(Applicable for Contracts of more than 1 Crore value)

#### **General**

This pre-bid pre contract Agreement (hereinafter called the Integrity Pact) is made on \_\_\_ day of the month of \_\_\_\_\_ 2022, between, on one hand, the HRIDC acting through Shri.....Designation of the officer, (here in after called the CLIENT, which expression shall mean and include, unless the context otherwise requires, his success or sin office and assigns) of the First Part and M/s represented by

Shri..... (hereinafter called the "TENDERER/SELLER" which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second part.

WHERE AS the CLIENT proposes to procure (Name of the Stores/Equipment/Item, Name of the Consultancy Service, Name of Works Contract, Name of Services) and the [A] is willing to offer/has offered for stores or works.

WHEREAS the [A] is a private company/public Company/Government undertaking /partnership/registered export agency, constituted in accordance with the relevant law in the matter and the CLIENT is a PSU performing its functions on behalf of the President of India. 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 CLIENT to obtain the desired said (Name of the Stores/Equipment/Item, Name of the Consultancy Service, Name of Works Contract, Name of Services) at a competitive Price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement, and

Enabling TENDERERS to abstain from bribing or indulging in any corrupt practice in order to secure [B] by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the CLIENT will commit to prevent corruption, in any form, by its officials by following transparent procedures.

The parties hereto hereby agree to enter into this integrity pact and agree as follows:

#### **Commitments of the CLIENT**

- 1.1 The CLIENT undertakes that no official of the CLIENT, connected directly or indirectly with the [B], will demand, take a promise for a accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the [A] either for the myself or for any person, organization or third party related to the [B], in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the [B].
  - 1.2 The CLIENT will, during the pre-contract stage, treat all TENDERERS alike, and will provide to all TENDERERS the same information and will not provide any such information to any particular TENDERER which could afford an advantage to that particular [A] in comparison to other BIDDERS.
  - 1.3 All the officials of the CLIENT will report to the appropriate Government office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.
2. In case any such preceding misconduct on the part of such official (s) is reported by the [A] to the CLIENT with full and verifiable facts and the same is prima facie found to be correct by the CLIENT, necessary disciplinary proceedings, or any other action as deemed fit, including

criminal proceedings may be initiated by the CLIENT and such apers on shall be debarred from further dealings related to the[B] process. In such a case while an enquiry is being conducted by the CLIENT the proceedings under the[B] would not be stalled.

**Commitments of TENDERERS**

3. The [A] 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 [B] contract or in furtherance to secure it and in particular commit itself to the following: -
  - 3.1 The [A] 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 CLIENT, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the [B] in exchange for any advantage in the bidding, evaluation, contracting and implementation of the [B].
  - 3.2 The [A] 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 CLIENT or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the [B] or any other [B] with the Government for showing or forbearing to show favour or disfavour to any person in relation to the [B] or any other [B] with the Government.
  - 3.3 \* [A] shall disclose the name and address of agents and representatives and Indian [A] shall disclose their foreign principals or associates.
  - 3.4 \* [A] shall disclose the payments to be made by them to agents/brokers or any other intermediary, in connection with this bid/contract.
  - 3.5 The [A] further confirms and declares to the CLIENT that the [A] is the original manufacturer/ integrator/ authorized Government sponsored export entity of the defense stores and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the CLIENT or any of its functionaries, whether officially or unofficially to the award of the [B] to the [A] nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.
  - 3.6 The [A] either while presenting the bid or during pre-contract negotiations or before signing the [B] shall disclose any payment she has made, is committed to or intends to make to officials of the CLIENT or their family members, agents, brokers or any other intermediaries in connection with the [B] and the details of services agreed upon for such payments.
  - 3.7 The [A] will not collude with other parties interested in the [B] to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the [B].
  - 3.8 The [A] will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
  - 3.9 The [A] shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the CLIENT as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The [A] also undertakes to exercise due and adequate care lest any such information is divulged.
  - 3.10 The [A] commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
  - 3.11 The [A] shall not instigate or cause to instigate any third person to commit any of the



actions mentioned above.

3.12 If the [A] or any employee of the [A] or any person acting on behalf of the [A], either directly or indirectly, is a relative of any of the officers of the CLIENT, or alternatively, if any relative or officer of the CLIENT has financial interest/stake in the TENDERER's firm, the same shall be disclosed by the [A] 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 [A] shall not lend to or borrow any money from or enter in to any monetary dealings or transactions, directly or indirectly, with any employee of the CLIENT.

#### **4. Previous Transaction**

4.1 The [A] declares that no previous transgression occurred in the last three years immediately before signing of this integrity pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India that could justify TENDERER's exclusion from the tender process.

4.2 The [A] agrees that if it makes incorrect statement on this subject, [A] can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

#### **5. Earnest Money (Security Deposit)**

5.1 EMD amount & form of EMD will be as per terms & conditions of contract document.

5.2 Validity of EMD & Security Deposit will be as per terms and conditions of contract.

5.3 In case of the successful [A] a clause would also be incorporated in the Article pertaining to Performance Guarantee in the [B] that the provisions of Sanctions for Violation shall be applicable for forfeiture of Performance Bond in case of a decision by the CLIENT to forfeit the same without assigning any reason for imposing sanction for violation of this pact.

5.4 No interest shall be payable by the CLIENT to the [A] on Earnest Money/Security Deposit for the period of its currency.

#### **6. Sanctions for violations**

6.1 Any breach of the aforesaid provision by the [A] or any one employer by it or acting on behalf (whether with or without the knowledge of the [A]) shall entitle the CLIENT to take all or any one the following action, where verrequired: -

(i) To immediately call off the pre-contract negotiations without assigning any reason or giving any compensation to the [A]. However, the proceeding with the other TENDERER(s) would continue.

(ii) The Earnest Money Deposit (in pre-contract stage) and /or security Deposit/performance Bond (after the [B] is signed) shall stand forfeited fully and the CLIENT shall not be required to assign any reason therefore.

(iii) To immediately cancel the [B], if already signed, without giving any compensation to the [A].

(iv) To recover all sums already paid by the CLIENT, and case of an Indian [A] with interest thereon at 2% higher than the prevailing Prime Lending Rate of State Bank of India, while in case of a [A] from the country other than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the [A] from the CLIENT connection with any other [B], such outstanding payment could also be utilized the aforesaid sum and interest.

(v) To encash the advance bank guarantee and performance bond/warranty bond, if furnished by the [A] in order to recover the payments, already made by the CLIENT, along with interest.

(vi) To cancel all or any other Contracts with the [A]. The [A] shall be liable to pay compensation for any loss or damage to the CLIENT resulting from such

- cancellation/rescission and the CLIENT shall be entitled to deduct the amount so payable from the money (s) due to the[A].
- (vii) To debar the [A] from participating in future bidding processes of the Government of India for a minimum period of five years, which may be further extended at the discretion of the CLIENT.
  - (viii) To recover all sums paid in violation of this pact by [A] to any middleman or agent or broker with a view to securing [B] the contract.
  - (ix) In case where irrevocable Letters of Credit have been received in respect of any [B] signed by the CLIENT with the [A] the same shall not be opened.
  - (x) Forfeiture of performance Bond in case of a decision by the CLIENT to forfeit the same without assigning any reason for imposing sanction for violation of this pact.
- 6.2 The CLIENT will entitled to take all or any the actions mentioned at Para 6.1(1) to (x) of this pact also on the commission by the [A] or any one employed by it or acting on the its behalf (whether with or without the knowledge of the [A] 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 CLIENT to the effect that a breach of the provisions of this pact has been committed by the [A] shall be final conclusive on the [A]. However, the [A] can approach the independent Monitor(s) appointed for the purposes of this pact.

#### **7. Fall clause**

- 7.1 The [A] undertakes that it has not supplied/ is not supplying similar product/systems or subsystems at a price lower than that offered in the present bid in respect of anyother Ministry/Department of the Government of India or PSU and if it is found at any stage that similar product/system sorsub system swas supplied by the [A] to any other Ministry/Department of the Government of India or a PSU at a lower price, then thatvery price, with due allowance for elapsed time, will be applicable to the present caseand the difference in the cost would be refunded by the [A] to the CLIENT, if the [B]has already been concluded.

#### **8. Independence Monitors**

- 8.1 The CLIENT has appointed Independent Monitors (hereinafter referred to as Monitors) for this pact in consultant with the Central Vigilance Commission (Names and Addresses of the Monitors to be given).
- 8.2 The task of the Monitors shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this pact.
- 8.3 The Monitors 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 Monitors have the right to access all the documents relating to the project/procurement, including minutes of meetings.
- 8.5 As soon as the Monitor notices, or has reason to believe, a violation of this pact, hewill so inform the Authority designated by the CLIENT.
- 8.6 The TENDERER(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the CLIENT including that provided by the TENDERER. The [A] will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The sameis applicable to Subcontractors. The Monitor

shall be under contractual obligation to treat the information and documents of the [A] with confidentiality.

- 8.7 The CLIENT will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the parties. The parties will offer to the Monitor the option to participate in such meetings.
- 8.8 The monitor 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 CLIENT/ TENDERER and, should the occasion arise, submit proposals for correcting problem at all situations.

**9. Facilitation of Investigation**

In case of any allegation of violation of any provisions of this pact or payment of commission, the CLIENT or its agencies shall be titled to examine all the documents including the books of Accounts of the [A] and the [A] 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 client

**11. Other Legal Actions**

The actions 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 5 years or the complete execution of the [B] to the satisfaction of both the CLIENT & the [A], including warranty period, whichever is later. In case [A] is unsuccessful; this Integrity Pact shall expire after six months from the date of the signing of the [B].
- 12.2 Should one or several provisions 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 intentions.
13. The parties hereby sign this integrity Pact at \_\_\_\_\_ on.

—

CLIENT  
Name of the Officer  
Designation  
HRIDC

TENDERER  
CHIEF EXECUCTIVE OFFICER

Witness

1. \_\_\_\_\_

2. \_\_\_\_\_

Witness

1. \_\_\_\_\_

2. \_\_\_\_\_

Note:

[A] - To be replaced by TENDERER/Seller/Consultant/Consultancy firm/Service provider as the case may be.

[B] - To be replaced by Contract/Supply Contract/Consultancy Contract/Works Contract as the case may be.

**ANNEXURE – IX**

**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 document and are as per applicable GST Laws. These are true and correct to the best of my knowledge, information and belief.
- 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

Executed on a non-judicial stamp paper of Rs. 100/- duly notarized by notary public.

**ANNEXURE – X**

**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 Shri .....aged about .....years  
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 this .....day 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 – XI**

**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 – XII**

**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 – XIII**

**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 – XIV**

**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.
1. 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-7**

**Schedule of Approximate Quantities**

**Tender No: HRIDC/GGN/CO/2023**

**Name of Work: Communication Outreach Work for HRIDC for the period of 03 years.**

<b>Sch -A -Communication Outreach services on monthly basis</b>					
<b>SN</b>	<b>Item</b>	<b>Unit</b>	<b>Qty.</b>	<b>Rate (in INR) Incl. GST</b>	<b>Amount</b>
<b>A</b>	<b>B</b>	<b>C</b>	<b>D</b>	<b>E</b>	<b>F</b>
1.	Communication Outreach, Social media management and other services as detailed below	Month	36		
<b>Total of Schedule-A</b>					
<b>Note: The unit rate in Column-E to be filled by the Tenderer in figure.</b>					
<b>Community Outreach services on monthly basis</b>					
<b>SN</b>	<b>Item</b>	<b>Description</b>	<b>Unit</b>	<b>Qty</b>	<b>Schedule of Delivery or Delivery Time-lines</b>
1.1	Planning and Account Management	Developing a monthly plan for the entire campaign for forthcoming month. Provide monthly reporting, Monthly review meeting with senior management	monthly	36	Before 7 <sup>th</sup> of every calendar month
1.2	Media Releases/Press Releases(minimum)	Making and disseminating bilingual press releases, post which follow ups will be done. Minimum 3 per quarter	Quarterly	12	24 hours after intimation by HRIDC
1.3	News Stories (Print)-minimum	Bilingual- News stories with Concept based 2D graphics (if required) around HRIDC and its initiatives in national and regional print media  Minimum 3 per quarter	Quarterly	12	48 hours after intimation by HRIDC /after the conclusion of event.

1.4	News Stories (Online)	Bilingual-News stories with Concept based 2D Animation(if required) around HRIDC and its initiatives in national and regional online media  Minimum 3 per quarter	Quarterly	12	48 hours after intimation by HRIDC /after the conclusion of event.
1.5	Social Media Management	Strategizing the social media strategy for HRIDC and executing it. Content management and development. Development of Crisis strategy & management for digital media platforms like Facebook, Twitter, LinkedIn, Koo etc.	monthly	36	End of calendar month
1.6	Website Content Management	Maintenance of Web portals of HRIDC and HORC and auditing the website content and updating the web portals.	monthly	36	At the end of month
1.7	Facebook Live-	Going Facebook live to share details/events	As and when needed	-	As and when needed
1.8	Social Media Monitoring	Track social media platforms on real-time basis and Submission of Coverage related to HRIDC projects on Social Media Handles	monthly	36	At the end of month
1.9	Creatives/ GIFS	Conceptualising and developing still creative and GIFs for digital/social media platforms including but not limited to various project updates, season greetings, awareness campaigns etc.  Minimum 5 per month	monthly	36	At the end of month
1.10	Designing of HRIDC Publications-	Design of HRIDC annual  1. Calendar-Minimum-3 times 2. Diary- Minimum-3 times 3. RalHaree-Minimum-6 times 4. Annual Reports(HRIDC and HORC)- Min. 6 times 5. Pamphlets –As per requirement. etc.  The Community Outreach Agency will collect & compile the photos and information required for the item / prepare the design. Multiple iterations of design with the HRIDC team will be involved.	Half yearly	6	Continuous updation of content for regular publications and as & when required for specific publication

1.11	Archiving	Systematic collating the relevant data in a professional manner including pictures/press coverages/reports/videos/creatives/CIPs etc. and duly sharing it with HRIDC in a user-friendly electronic format as decided by HRIDC with an IT base easy retrieval mechanism.	Yearly	3	At the end of Year(starting from contract month
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**Sch- B -Communication Outreach services on BOQ/item basis**

1.	Visiting card Multicolour digital printing on imported card	Per Nos	15000	12	1,80,000
2.	Organisational Letterhead - Multicolour digital printing on Imported paper (Min 1000 Qty)	Per Nos	10000	28	280,000
3.	Embossed Letterhead – Multicolour offset printing with emblem (Min 4000 qty)	Per Nos	12000	28.5	342,000
4.	Conference Note Pad (25 leaves) Min 100 Qty	Per Nos	1000	59	59,000
5.	Envelope (white) A/4 (Multicolour printing) Min 500 Qty	Per Nos	5000	33.5	167,500
6.	Envelope (white) A/3(Multicolour printing) Min 500 Qty	Per Nos	3000	42.5	127,500
7.	High quality multicolour A/4 documents folder on imported art card with pocket as per design including dye-cut, foiling, embossing. (Min 500 Qty)	Per Nos	5000	32.5	162,500
8.	Certificates A4 Size	Per Nos	300	21	6,300
9.	Booklet (16-48 pages) 300 GSM Cover and 170 GSM Inside (Min 50 Qty)	Per Nos	200	395	79,000
10.	Annual Reports (60-90 pages) 300 GSM Cover and 170 GSM Inside	Per Nos	200	504	100,800
11.	Brochure/Magazine	Per Nos	5000	76	380,000

	A4 size multi-colour both sides, 8 pages centre pin 170 GSM				
12.	Standard Multi-colour Invitation Card with envelope printing size A8 (Min. 200 Qty)	Per Nos	3000	73	219,000
13.	Sticker/Label (3 inches diameter)	Per Nos	3000	26.5	79,500
14.	Printing and supply of colour matter on Star Flex 350 GSM without frame	Per Sq.ft	3000	27	81,000
15.	Printing and supply of colour matter on Star Flex 350 GSM with 3kg iron pipe frame	Per Sq.ft	3000	82	246,000
16.	3mm Forex sheet, Eco-solvent/Latex Print vinyl with lamination and Pasting (Vinyl: 3m/Avery/LG)	Per Sq.ft	3000	68.5	205,500
17.	5mm Forex sheet, Eco-solvent/Latex Print vinyl with lamination and Pasting (Vinyl: 3m/Avery/LG)	Per Sq.ft	1000	87	87,000
18.	Cut- out Forex sheet 5mm, Eco Solvent/Latex Print vinyl with lamination and Pasting. (Vinyl: 3m/Avery/LG)	Per Sq.ft	1500	89.5	134,250
19.	ACP sheet 3mm with Eco-solvent/Latex high resolution vinyl printing 1440 dpi with Lamination and Pasting (Vinyl: 3m/Avery/LG)	Per Sq.ft	1000	204	204,000
20.	Direction Boards/Banner/Standees /Awnings (6x3ft)	Per Nos	150	1275	191,250
21.	Glow sign/Neon Sign/ Translites signage design	Per Sqft	500	285	142,500
22.	PowerPoint Presentation per slide	Per Slide	50	755	37,750
23.	Event Conceptualization complete design & co-ordination fee (excluding execution) (Upto 100 participants)	Per event	3	113,500	340,500
24.	Event Conceptualization complete design & co-ordination fee (excluding execution)	Per event	2	254,000	508,000

	( Upto 1000 participants)				
25.	Event Conceptualization complete design & co-ordination fee (excluding execution) (More than 1000 participants)	Per event	1	465,000	465,000
26.	Bulk SMS	Per Nos	50000	0.20	10,000
27.	Aerial shoot with edited final video in Full HD along with all annotations and requirements	Per min of final video	30	9600	288,000
28.	Card sheet Identity Card with neck strings & case.	Per Nos	3000	102	306,000
29.	14"x19" 250 GSM 4 leaf 8 page Calendar Printing with cover with wiro binding in envelope packing	Per Nos	3000	84	252,000
30.	Customized Yearly Diaries	Per Nos	1200	557	668,400
31.	Videography- Full HD Videography with all equipments, Men and Material included	Per Nos	25	11,000	275,000
32.	Photography- Full HD Photography with all equipments, Men and Material included	Per Nos	25	5950	148,750
33.	Professional 3D design services for product and architectural projects, expertly crafted using industry-recommended software such as Blender and Autodesk Maya.	Per Nos	30	3475	104,250
<b>Total of Schedule –B</b>					<b>68,78,250.0</b>
<b>% (Percentage) below/above/at par w.r.t. Schedule-B</b> <b>Note: For Schedule-B, Percentage below/above/at par to be filled by the Tenderer in figure.</b>					_____ %
<b>Net Amount of Schedule-B</b>					
<b>Grand Total of Schedule A + Schedule B (incl. GST @18%)</b>					

**Terms and Conditions: -**

- (i) *The tenderer is required to quote the unit rate for Schedule-A in Column-E in figure and a single flat percentage above or below or at par (in figures) for the rates given in Schedule-B. Offer with incomplete/ambiguous rate will not be considered.*

**(ii) The rates are inclusive all duties, GST for a complete job.**

**(iii) Declaration by the tenderer**

*(a) I/We am/are signing this document after carefully reading the contents.*

*(b) I/We also accept all the conditions of the tender and have signed all the pages in confirmation thereof.*

**Signature of Tenderer/s**

**Address:**

***Signature of tenderer/s***

***Address:***

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