

Tender Document for Works

(Two-Envelope Tendering Process Without Prequalification)

Procurement of:

C-4: Composite Contract package in connection with New BG Railway Line of HORC project for:

- (i) Design & Construction of Twin Tunnel using NATM and Cut & Cover method from km 24.880 to km 29.580;
- (ii) Design & Installation of Ballastless Track (excluding supply of rails) from km 24.856 to km 29.680;
- (iii) Detailed Design, Supply, Installation, Testing & Commissioning of General Electrical Services including Supply, Erection, Testing and Commissioning of 11kV HT/LT Power and Control Cable Network, GIS Substation (11/0.433) kVA, Tunnel lighting system, etc. from km 24.880 to km 29.680;
- (iv) Design & Construction of Embankment, Bridges and other miscellaneous works from km 12.00 to km 18.00.

Tender No: HORC/HRIDC/C-4/2022

Contract title: Composite Works Contract (Civil, Ballastless Track and General Electrical Services) on EPC basis (C-4)

Project: Haryana Orbital Rail Corridor Project

Loan No.: 000370

Employer: Haryana Orbital Rail Corporation Limited

Country: INDIA

Issued on: 07.11.2022

Summary

Specific Procurement Notice (SPN)

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PART 1 – Tendering Procedures

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Section I - Instructions to Tenderers (ITT)

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Section I - Instructions to Tenderers (ITT)

A. General

- 1. Scope of Tender**
- 1.1 In connection with the Specific Procurement Notice (SPN) indicated in the **Tender Data Sheet (TDS)**, the Employer, as specified in the **TDS**, issues this Tender Document for the provision of Works on EPC basis as specified in Section VII, Employer's Requirements. The name, identification, and number of lots (contracts) of this tender are specified in the **TDS**.
- 1.2 Throughout this Tender Document:
- (a) the term "in writing" means communicated in written form (e.g., by mail, e-mail, fax, including, if specified in the **TDS**, distributed or received through electronic-procurement system used by the Employer) with proof of receipt;
 - (b) if the context so requires, "singular" means "plural" and vice versa;
 - (c) "Day" means calendar day, unless otherwise specified as a "Business Day." A Business Day is any day that is a working day of the Recipient. It excludes the Recipient's official public holidays;
 - (d) "ESHS" means environmental, social, health and safety; and
 - (e) the word "tender" is synonymous with "bid" and "tenderer" with "bidder", and the words "tender documents" with "bidding documents".
- 2. Source of Funds**
- 2.1 The Recipient specified in the **TDS** has received or has applied for financing (hereinafter called "funds") from the Asian Infrastructure Investment Bank (hereinafter called ("AIIB" or "the Bank") in an amount specified in the **TDS**, toward the project named in the **TDS**. The Recipient intends to apply a portion of the funds to eligible payments under the contract(s) for which this Tender Document is issued.
- 2.2 Payment by the Bank will be made only at the request of the Recipient and upon approval by the Bank, and will be subject, in all respects, to the terms and conditions of the Loan (or other financing) Agreement. The Loan (or other financing) Agreement prohibits a withdrawal from the loan account for the purpose of any payment to persons or entities, or for any import of goods, equipment, plant, or materials, if such payment or import is prohibited by a decision of the United Nations Security Council taken under Chapter VII of the

Charter of the United Nations. No party other than the Recipient shall derive any rights from the Loan (or other financing) Agreement or have any claim to the proceeds of the Loan (or other financing).

3. Prohibited Practices

- 3.1 The Bank requires compliance with the Bank’s Policy on Prohibited Practices as set forth in Section VI.
- 3.2 In further pursuance of this policy, Tenderers shall permit and shall cause their agents (whether declared or not), subcontractors, sub-consultants, service providers, suppliers, and their personnel, to permit the Bank to inspect all accounts, records and other documents relating to any prequalification process, tender submission, proposal submission, and contract performance (in the case of award), and to have them audited by auditors appointed by the Bank.

4. Eligible Tenderers

- 4.1 A Tenderer may be a firm that is a private entity, a state-owned enterprise or institution subject to ITT 4.6 or any combination of such entities in the form of a joint venture (JV) under an existing agreement or with the intent to enter into such an agreement supported by a letter of intent. In the case of a joint venture, all members shall be jointly and severally liable for the execution of the entire Contract in accordance with the Contract terms. The JV shall nominate a Representative who shall have the authority to conduct all business for and on behalf of any and all the members of the JV during the Tendering process and, in the event the JV is awarded the Contract, during contract execution. Unless specified in the **TDS**, there is no limit on the number of members in a JV.
- 4.2 A Tenderer shall not have a conflict of interest. Any Tenderer found to have a conflict of interest shall be disqualified. A Tenderer may be considered to have a conflict of interest for the purpose of this Tendering process, if the Tenderer:
- a) directly or indirectly controls, is controlled by or is under common control with another Tenderer; or
 - b) receives or has received any direct or indirect subsidy from another Tenderer; or
 - c) has the same legal representative as another Tenderer; or
 - d) has a relationship with another Tenderer, directly or through common third parties, that puts it in a position to influence the Tender of another Tenderer, or influence the decisions of the Employer regarding this Tendering process; or
 - e) or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the Works that are the subject of the Tender; or
 - f) or any of its affiliates has been hired (or is proposed to be hired) by the Employer or Recipient as Engineer for the Contract implementation; or

- g) would be providing goods, works, or non-consulting services resulting from or directly related to consulting services for the preparation or implementation of the project specified in the TDS ITT 2.1 that it provided or were provided by any affiliate that directly or indirectly controls, is controlled by, or is under common control with that firm; or
- h) has a close business or family relationship with a professional staff of the Recipient (or of the project implementing agency, or of any other beneficiary of the Bank's financing, or of any other party representing or acting on behalf of the Recipient) who: (i) are directly or indirectly involved in the preparation of the Tender Document or specification of the Contract, and/or the Tender evaluation process of such Contract; or (ii) would be involved in the implementation or supervision of such Contract unless the conflict stemming from such relationship has been resolved in a manner acceptable to the Bank throughout the Tendering process and execution of the Contract; or
- i) is an affiliate of the Recipient, or of a procurement agent engaged by the Recipient, unless the Recipient demonstrates to the satisfaction of the Bank that there is no significant degree of common ownership, influence or control between the Recipient on the one hand, and the Recipient's agent and the affiliate on the other.

4.3 A firm that is a Tenderer (either individually or as a JV member) shall not participate in more than one Tender, except for permitted alternative Tenders. Such participation shall result in the disqualification of all Tenders in which the firm is involved. However, this does not limit: (a) the inclusion of the same Subcontractor in more than one Tender for the same contract; or (b) the ability of one Tenderer to be a Subcontractor in another Tender for the same contract.

4.4 A Tenderer may have the nationality of any country, subject to the restrictions pursuant to ITT 4.8. A Tenderer shall be deemed to have the nationality of a country if the Tenderer is constituted, incorporated or registered in and operates in conformity with the provisions of the laws of that country, as evidenced by its articles of incorporation (or equivalent documents of constitution or association) and its registration documents, as the case may be. This criterion also shall apply to the determination of the nationality of proposed subcontractors or sub-consultants for any part of the Contract including related Services.

4.5 A Tenderer that has been declared, and remains, as at the relevant date, ineligible pursuant to the Bank's Policy on Prohibited Practices as described in Section VI, shall be ineligible to be prequalified for,

tender for, propose for, or be awarded a Bank-financed contract or benefit from a Bank-financed contract, financially or otherwise, during such period of time as the Bank shall have determined. The list of debarred firms and individuals is available at the electronic address specified in the **TDS**.

- 4.6 Tenderers that are state-owned enterprises or institutions in the Employer's Country may be eligible to compete and be awarded a Contract(s) only if they can establish, in a manner acceptable to the Bank, that they (i) are carrying-out or are established for a business purpose, and are operating on a commercial basis; (ii) are financially and managerially autonomous; (iii) are not controlled by the government on day-to-day management; and (iv) are not under the supervision of the Employer or its procuring agency.
- 4.7 A Tenderer shall not be under suspension from Tendering by the Employer as the result of the operation of a Tender–Securing or Proposal-Securing Declaration.
- 4.8 Firms and individuals may be ineligible if so indicated in Section V and (a) as a matter of law or official regulations, the Recipient's country prohibits commercial relations with the firm or individual's country, provided that the Bank is satisfied that such exclusion does not preclude effective competition for the supply of goods or the contracting of works or services required; or (b) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, the Recipient's country prohibits any import of goods or contracting of works or services from the firm or individual's country, or any payments to any country, person, or entity in that country. When the Works are implemented across jurisdictional boundaries (and more than one country is a Recipient, and is involved in the procurement), then exclusion of a firm or individual on the basis of ITT 4.8 (a) above by any country may be applied to that procurement across other countries involved, if the Bank and the Recipients involved in the procurement agree.
- 4.9 A Tenderer shall provide such documentary evidence of eligibility satisfactory to the Employer, as the Employer shall reasonably request.
- 4.10 A firm that is under a sanction of debarment by the Recipient from being awarded a contract is eligible to participate in this procurement, unless the Bank, at the Recipient's request, is satisfied that the debarment; (a) relates to fraud or corruption or other prohibited practices, and (b) followed a judicial or administrative proceeding that afforded the firm adequate due process.

5. Eligible Materials, Equipment, and Services

5.1 The materials, equipment and services to be supplied under the Contract and financed by the Bank may have their origin in any country subject to the restrictions specified in Section V, Eligible Countries, and all expenditures under the Contract will not contravene such restrictions. At the Employer's request, Tenderers may be required to provide evidence of the origin of materials, equipment and services.

B. Contents of Tender Document

6. Sections of Tender Document

6.1 The Tender Document consists of Parts 1, 2 and 3, includes all the sections specified below, and should be read in conjunction with any Addenda issued in accordance with ITT 8.

PART 1 Tendering Procedures

- Section I - Instructions to Tenderers (ITT)
- Section II - Tender Data Sheet (TDS)
- Section III - Evaluation and Qualification Criteria
- Section IV - Tender Forms
- Section V - Eligible Countries
- Section VI - Prohibited Practices

PART 2 Employer's Requirements

Section VII - Employer's Requirements

PART 3 Conditions of Contract and Contract Forms

- Section VIII - General Conditions of Contract (GCC)
- Section IX - Particular Conditions of Contract (PCC)
- Section X - Contract Forms

6.2 The Specific Procurement Notice issued by the Employer is not part of the Tender Document.

6.3 Unless obtained directly from the Employer, the Employer is not responsible for the completeness of the Tender Document, responses to requests for clarification, the minutes of the pre-Tender meeting (if any), or Addenda to the Tender Document in accordance with ITT 8. In case of any contradiction, documents obtained directly from the Employer shall prevail.

6.4 The Tenderer is expected to examine all instructions, forms, terms, and specifications in the Tender Document and to furnish with its

Tender all information and documentation as is required by the Tender Document.

7. Clarification of Tender Document, Site Visit, Pre-Tender Meeting

- 7.1 A Tenderer requiring any clarification of the Tender Document shall contact the Employer in writing at the Employer's address specified in the **TDS** or raise its enquiries during the pre-Tender meeting if provided for in accordance with ITT 7.4. The Employer will respond in writing to any request for clarification, provided that such request is received no later than 2 days before the Pre-Tender Meeting. The Employer shall forward copies of its response to all Tenderers who have acquired the Tender Document in accordance with ITT 6.3, including a description of the inquiry but without identifying its source. If so, specified in the **TDS**, the Employer shall also promptly publish its response at the web page identified in the **TDS**. Should the clarification result in changes to the essential elements of the Tender Document, the Employer shall amend the Tender Document following the procedure under ITT 8 and ITT 22.2.
- 7.2 The Tenderer is advised to visit and examine the Site of Works and its surroundings and obtain for itself on its own responsibility all information that may be necessary for preparing the Tender and entering into a contract for construction of the Works. The costs of visiting the Site shall be at the Tenderer's own expense.
- 7.3 The Tenderer and any of its personnel or agents will be granted permission by the Employer to enter upon its premises and lands for the purpose of such visit, but only upon the express condition that the Tenderer, its personnel, and agents will release and indemnify the Employer and its personnel and agents from and against all liability in respect thereof, and will be responsible for death or personal injury, loss of or damage to property, and any other loss, damage, costs, and expenses incurred as a result of the inspection.
- 7.4 If so specified in the **TDS**, the Tenderer's designated representative is invited to attend a pre-Tender meeting and/or a Site of Works visit. The purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage.
- 7.5 The Tenderer is requested to submit any questions in writing, to reach the Employer not later than one week before the meeting.

7.6 Minutes of the pre-Tender meeting, if applicable, including the text of the questions asked by Tenderers, without identifying the source, and the responses given, together with any responses prepared after the meeting, will be transmitted promptly to all Tenderers who have acquired the Tender Document in accordance with ITT 6.3. If so, specified in the **TDS**, the Employer shall also promptly publish the Minutes of the pre-Tender meeting at the web page identified in the **TDS**. Any modification to the Tender Document that may become necessary as a result of the pre-Tender meeting shall be made by the Employer exclusively through the issue of an Addendum pursuant to ITT 8 and not through the minutes of the pre-Tender meeting. Nonattendance at the pre-Tender meeting will not be a cause for disqualification of a Tenderer.

8. Amendment of Tender Document

8.1 At any time prior to the deadline for submission of Tenders, the Employer may amend the Tender Document by issuing addenda.

8.2 Any addendum issued shall be part of the Tender Document and shall be communicated in writing to all who have obtained the Tender Document from the Employer in accordance with ITT 6.3. The Employer shall also promptly publish the addendum on the Employer's web page in accordance with ITT 7.1.

8.3 To give Tenderers reasonable time in which to take an addendum into account in preparing their Tenders, the Employer may, at its discretion, extend the deadline for the submission of Tenders, pursuant to ITT 22.2.

C. Preparation of Tenders

9. Cost of Tendering

9.1 The Tenderer shall bear all costs associated with the preparation and submission of its Tender, and the Employer shall not be responsible or liable for those costs, regardless of the conduct or outcome of the Tendering process.

10. Language of Tender

10.1 The Tender, as well as all correspondence and documents relating to the Tender exchanged by the Tenderer and the Employer, shall be written in the language specified in the **TDS**. Supporting documents and printed literature that are part of the Tender may be in another language provided they are accompanied by an accurate translation of the relevant passages in the language specified in the **TDS**, in which case, for purposes of interpretation of the Tender, such translation shall govern.

11. Documents Comprising the Tender

11.1 The Tender shall comprise two Parts, namely the Technical Part and the Financial Part. These two Parts shall be submitted simultaneously in two separate sealed envelopes (two-envelope tendering process). One envelope shall contain only information relating to the

Technical Part and the other, only information relating to the Financial Part. These two envelopes shall be enclosed in a separate sealed outer envelope marked “ORIGINAL TENDER”.

11.2 The Technical Part shall contain the following:

- (a) Letter of Tender – Technical Part: prepared in accordance with ITT 12;
- (b) Tender Security or Tender-Securing Declaration: in accordance with ITT 19.1;
- (c) Alternative Tender – Technical Part: if permissible, in accordance with ITT 13;
- (d) Authorization: written confirmation authorizing the signatory of the Tender to commit the Tenderer, in accordance with ITT 20.3;
- (e) Eligibility: documentary evidence in accordance with ITT 17.1 establishing the Tenderer’s eligibility to tender;
- (f) Qualifications: documentary evidence in accordance with ITT 17.2 establishing the Tenderer’s qualifications to perform the Contract if its Tender is accepted;
- (g) Conformity: a technical proposal in accordance with ITT 16;
- (h) Any other document required in the **TDS**.

11.3 The Financial Part shall contain the following:

- (a) Letter of Tender – Financial Part: prepared in accordance with ITT 12 and ITT 14;
- (b) Price Schedule: completed in accordance with ITT 12 and ITT 14;
- (c) Alternative Tender - Financial Part: if permissible in accordance with ITT 13; and
- (d) Any other document required in the **TDS**.

11.4 The Technical Part shall not include any information related to the Tender price. Where material financial information related to the Tender price is contained in the Technical Part, the Tender shall be declared non-responsive.

11.5 In addition to the requirements under ITT 11.2, Tenders submitted by a JV shall include a copy of the Joint Venture Agreement entered into by all members. Alternatively, a letter of intent to execute a Joint Venture Agreement in the event of a successful Tender shall be

signed by all members and submitted with the Tender, together with a copy of the proposed Agreement.

11.6 The Tenderer shall furnish in the Letter of Tender – Financial Part information on commissions and gratuities, if any, paid or to be paid to agents or any other party relating to this Tender.

12. Letter of Tender and Schedules

12.1 The Letter of Tender – Technical Part, the Letter of Tender – Financial Part, Schedules and all documents listed under ITT 11 including the Price Schedule, shall be prepared using the relevant forms furnished in Section IV, Tender Forms. The forms must be completed without any alterations to the text, and no substitutes shall be accepted except as provided under ITT 20.3. All blank spaces shall be filled in with the information requested.

13. Alternative Tenders

13.1 Unless otherwise specified in the **TDS**, alternative Tenders shall not be considered.

13.2 When alternative times for completion are explicitly invited, a statement to that effect will be included in the **TDS**, and the method of evaluating different alternative times for completion will be described in Section III, Evaluation and Qualification Criteria.

13.3 Except as provided under ITT 13.4 below, Tenderers wishing to offer technical alternatives to the requirements of the Tender Document must first price the Employer’s design as described in the Tender Document and shall further provide all information necessary for a complete evaluation of the alternative by the Employer, including drawings, design calculations, technical specifications, breakdown of prices, and proposed construction methodology and other relevant details. Only the technical alternatives, if any, of the Tenderer with the Most Advantageous Tender conforming to the basic technical requirements shall be considered by the Employer.

13.4 When specified in the **TDS**, Tenderers are permitted to submit alternative technical solutions for specified parts of the Works. Such parts will be identified in the **TDS** and described in Section VII, Employer’s Requirements. The method for their evaluation will be stipulated in Section III, Evaluation and Qualification Criteria.

14. Tender Prices and Discounts

14.1 The prices and discounts (including any price reduction) quoted by the Tenderer in the Letter of Tender – Financial Part and in the Price Schedule shall conform to the requirements specified below.

14.2 Unless otherwise specified in the **TDS**, Tenderers shall quote for the entire Works on a “single responsibility” basis such that the total lump sum Tender price, subject to any adjustments, in accordance with the Contract, covers all the Contractor’s obligations mentioned in or to be reasonably inferred from the Tendering document for complete execution of the Works on EPC basis. This includes all

requirements under the Contractor's responsibilities for design, construction, procurement, erection, installation, subcontracting (if any), testing, pre-commissioning and commissioning (as applicable) of the Works and, where so required by the Tendering document, the acquisition of all permits, approvals and licenses, etc.; the operation, maintenance and training services and such other items and services as may be specified in the Tendering document, all in accordance with the requirements of the General Conditions.

Tenderers shall give a breakdown of the prices in the manner and detail called for in the Schedule of Rates and prices (if any) included in Section IV, Tender Forms. These will not in any way limit the Tenderers' single point total responsibility for the complete Scope of Work and for all contractual responsibilities/ obligations as stated in the Tendering Document.

- 14.3 The price to be quoted in the Letter of Tender – Financial Part, in accordance with ITT 12.1, shall be the total price of the Tender, excluding any discounts offered.
- 14.4 The Tenderer shall quote any discounts and the methodology for their application in the Letter of Tender – Financial Part, in accordance with ITT 12.1.
- 14.5 Unless otherwise specified in the **TDS** and the Conditions of Contract, the rates and prices quoted by the Tenderer are subject to adjustment during the performance of the Contract in accordance with the provisions of the Conditions of Contract. In such a case, the Tenderer shall furnish the indices and weightings for the price adjustment formulae in the Table of Adjustment Data in Section IV, Tender Forms, and the Employer may require the Tenderer to justify its proposed indices and weightings.
- 14.6 If so specified in ITT 1.1, Tenders are being invited for individual lots (contracts) or for any combination of lots (packages). Tenderers wishing to offer discounts for the award of more than one Contract shall specify in their Tender the price reductions applicable to each package, or alternatively, to individual Contracts within the package. Discounts shall be submitted in accordance with ITT 14.4, provided the Tenders for all lots (contracts) are opened at the same time. If, however, rated criteria are used in accordance with ITT 30.2, discounts on condition of award of more than one Contract shall not be used for Tender evaluation purpose.
- 14.7 All duties, taxes, and other levies payable by the Contractor under the Contract, or for any other cause, as of the date 28 days prior to the deadline for submission of Tenders, shall be included in the rates and prices and the total Tender Price submitted by the Tenderer.

- 15. Currencies of Tender and Payment**
- 15.1 The currency (ies) of the Tender and the currency (ies) of payments shall be the same and shall be as specified in the **TDS**.
- 15.2 Tenderers may be required by the Employer to justify, to the Employer's satisfaction, their local and foreign currency requirements, and to substantiate that the amounts included in the unit rates and prices and shown in the Table of Adjustment Data in the Appendix to Tender in Section IV, Tender Forms, are reasonable, in which case a detailed breakdown of the foreign currency requirements shall be provided by Tenderers.
- 16. Documents Comprising the Technical Proposal**
- 16.1 The Tenderer shall furnish a technical proposal in the Technical Part of the Tender including a statement of work methods, equipment, personnel, schedules and any other information as stipulated in Section IV, Tender Forms, in sufficient detail to demonstrate the adequacy of the Tenderer's proposal to meet the Employer's requirements and the completion time.
- 17. Documents Establishing the Eligibility and Qualifications of the Tenderer**
- 17.1 To establish Tenderer's eligibility in accordance with ITT 4, Tenderers shall complete the Letter of Tender – Technical Part, included in Section IV, Tender Forms.
- 17.2 In accordance with Section III, Evaluation and Qualification Criteria, to establish its qualifications to perform the Contract, the Tenderer shall provide the information requested in the corresponding information sheets included in Section IV, Tender Forms.
- 17.3 If provisions for development of domestic industry (such as a margin of domestic preference) apply as specified in accordance with ITT 38.1, domestic Tenderers, individually or in joint ventures, applying for eligibility for domestic preference shall supply all information required to satisfy the criteria for eligibility specified in accordance with ITT 38.1.
- 18. Period of Validity of Tenders**
- 18.1. Tenders shall remain valid for the Tender Validity period specified in the **TDS**. The Tender Validity period starts from the date fixed for the Tender submission deadline (as prescribed by the Employer in accordance with ITT 22). A Tender valid for a shorter period shall be rejected by the Employer as nonresponsive.
- 18.2. In exceptional circumstances, prior to the expiration of the Tender validity period, the Employer may request Tenderers to extend the period of validity of their Tenders. The request and the responses shall be made in writing. If a Tender Security is requested in accordance with ITT 19, it shall also be extended for a corresponding period. A Tenderer may refuse the request without forfeiting its Tender security. A Tenderer granting the request shall not be required or permitted to modify its Tender, except as provided in ITT 18.3.

18.3. If the award is delayed by a period exceeding fifty-six (56) days beyond the expiry of the initial Tender validity period, the Contract price shall be determined as follows:

- (a) in the case of fixed price contracts, the Contract price shall be the Tender price adjusted by the factor specified in the **TDS**;
- (b) in the case of adjustable price contracts, no adjustment shall be made; or
- (c) in any case, Tender evaluation shall be based on the Tender price without taking into consideration the applicable correction from those indicated above.

19. Tender Security

19.1 The Tenderer shall furnish as part of the Technical Part of its Tender, either a Tender Security or a Tender-Securing Declaration, as specified in the **TDS**, in original form and, in the case of a Tender Security, in the amount and currency, or in the case of a Tender-Securing Declaration, for the period of ineligibility, as specified in the **TDS**.

19.2 A Tender-Securing Declaration shall use the form included in Section IV, Tender Forms.

19.3 If a Tender Security is specified pursuant to ITT 19.1, the Tender Security shall be a demand guarantee in any of the following forms at the Tenderer's option:

- (a) an unconditional guarantee issued by a bank;
- (b) an irrevocable letter of credit;
- (c) a cashier's or certified check; or
- (d) another security specified in the **TDS**,

from a reputable source from an eligible country. In the case of a bank guarantee, the Tender Security shall be submitted either using the Tender Security Form included in Section IV, Tender Forms, or in another substantially similar format approved by the Employer prior to Tender submission. The Tender Security shall be valid for twenty-eight (28) days beyond the original validity period of the Tender, or beyond any period of extension if requested under ITT 18.2.

19.4 If a Tender Security or Tender-Securing Declaration is specified pursuant to ITT 19.1, any Tender not accompanied by a substantially responsive Tender Security or Tender-Securing Declaration shall be rejected by the Employer as non-responsive.

19.5 If a Tender Security is specified pursuant to ITT 19.1, the Tender Security of unsuccessful Tenderers shall be returned as promptly as

possible upon the successful Tenderer's signing the Contract and furnishing the Performance Security pursuant to ITT 50.

19.6 The Tender Security of the successful Tenderer shall be returned as promptly as possible once the successful Tenderer has signed the Contract and furnished the required Performance Security.

19.7 The Tender Security may be forfeited, or the Tender-Securing Declaration executed:

- (a) if a Tenderer withdraws its Tender during the period of Tender validity specified by the Tenderer on the Letter of Tender, or any extension thereto provided by the Tenderer; or
- (b) if the successful Tenderer fails to:
 - (i) sign the Contract in accordance with ITT 49; or
 - (ii) furnish a Performance Security in accordance with ITT 50.

19.8 The Tender Security or the Tender-Securing Declaration of a JV shall be in the name of the JV that submits the Tender. If the JV has not been legally constituted into a legally enforceable JV at the time of Tendering, the Tender Security or the Tender-Securing Declaration shall be in the names of all future members as named in the letter of intent referred to in ITT 4.1 and ITT 11.5.

20. Format and Signing of Tender

20.1 The Tenderer shall prepare one original set of the Technical Part of the Tender and one original set of the Financial Part of the Tender as described in ITT 11 and ITT 21, and clearly mark them "ORIGINAL". Alternative Tenders, if permitted in accordance with ITT 13, shall be clearly marked "ALTERNATIVE." In addition, the Tenderer shall submit copies of the Tender, in the number specified in the **TDS** and clearly mark them "COPY". In the event of any discrepancy between the original and the copies, the original shall prevail.

20.2 Tenderers shall mark as "CONFIDENTIAL" all information in their Tenders which is confidential to their business. This may include proprietary information, trade secrets, or commercial or financially sensitive information.

20.3 The original and all copies of the Tender shall be typed or written in indelible ink and shall be signed by a person duly authorized to sign on behalf of the Tenderer. This authorization shall consist of a written confirmation as specified in the **TDS** and shall be attached to the Tender. The name and position held by each person signing the authorization must be typed or printed below the signature. All pages of the Tender where entries or amendments have been made shall be signed or initialed by the person signing the Tender.

- 20.4 In case the Tenderer is a JV, the Tender shall be signed by an authorized representative of the JV on behalf of the JV, and so as to be legally binding on all the members as evidenced by a power of attorney signed by their legally authorized representatives.
- 20.5 Any amendments such as inter-lineation, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the Tender.

D. Submission of Tenders

21. Sealing and Marking of Tenders

- 21.1 Tenderers may submit their Tenders by mail or by hand. If so specified in the TDS, Tenderers shall have the option of submitting their Tenders electronically. Procedures for submission, sealing, and marking are as follows:
- (a) Tenderers submitting Tenders by mail or by hand shall enclose the original Technical Part of the Tender, the original Financial Part of the Tender, and the respective copies of the Tender, including Alternative Tenders if permitted in accordance with ITT 13, in separate sealed envelopes. The envelopes shall be duly marked as "ORIGINAL TECHNICAL PART", "ORIGINAL-FINANCIAL PART", "COPY-TECHNICAL PART", "COPY-FINANCIAL PART", "ALTERNATIVE-ORIGINAL-TECHNICAL PART", "ALTERNATIVE-ORIGINAL-FINANCIAL PART", "ALTERNATIVE-COPY-TECHNICAL PART", and "ALTERNATIVE-COPY-FINANCIAL PART". These envelopes shall then be enclosed in one single package. The rest of the procedure shall be in accordance with ITT 21.2 through ITT 21.5.
 - (b) Tenderers submitting Tenders electronically shall follow the electronic tender submission procedures specified in the **TDS**.
- 21.2 The inner and outer envelopes shall:
- (a) bear the name and address of the Tenderer;
 - (b) be addressed to the Employer in accordance with ITT 22.1; and
 - (c) bear the specific identification of this Tendering process specified in accordance with TDS ITT 1.1.
- 21.3 The outer envelopes and the inner envelopes containing the Technical Part of Tender shall bear a warning not to open before the time and date for the opening of Technical Part of Tender, in accordance with ITT 25.1.

- 21.4 The inner envelopes containing the Financial Part of Tender shall bear a warning not to open until advised by the Employer in accordance with ITT34.
- 21.5 If all envelopes are not sealed and marked as required, the Employer will assume no responsibility for the misplacement or premature opening of the Tender.
- 22. Deadline for Submission of Tenders**
- 22.1 Tenders must be received by the Employer at the address and no later than the date and time specified in the **TDS**.
- 22.2 The Employer may, at its discretion, extend the deadline for the submission of Tenders by amending the Tender Document in accordance with ITT 8, in which case all rights and obligations of the Employer and Tenderers previously subject to the deadline shall thereafter be subject to the deadline as extended.
- 23. Late Tenders**
- 23.1 The Employer shall not consider any Tender that arrives after the deadline for submission of Tenders, in accordance with ITT 22. Any Tender received by the Employer after the deadline for submission of Tenders shall be declared late, rejected, and returned unopened to the Tenderer.
- 24. Withdrawal, Substitution, and Modification of Tenders**
- 24.1 A Tenderer may withdraw, substitute, or modify its Tender after it has been submitted by sending a written notice, duly signed by an authorized representative, and shall include a copy of the authorization in accordance with ITT 20.3 (except that withdrawal notices do not require copies). The corresponding substitution or modification of the Tender must accompany the respective written notice. All notices must be:
- (a) prepared and submitted in accordance with ITT 20 and ITT 21 (except that withdrawals notices do not require copies), and in addition, the respective envelopes shall be clearly marked “WITHDRAWAL”, “SUBSTITUTION”, “MODIFICATION”; and
 - (b) received by the Employer prior to the deadline prescribed for submission of Tenders, in accordance with ITT 22.
- 24.2 Tenders requested to be withdrawn in accordance with ITT 24.1 shall be returned unopened to the Tenderers.
- 24.3 No Tender may be withdrawn, substituted, or modified in the interval between the deadline for submission of Tenders and the expiration of the period of Tender validity specified by the Tenderer on the Letter of Tender or any extension thereof.

E. Public Opening of Technical Parts of Tenders

25. Technical Part Opening

- 25.1 Except in the cases specified in ITT 23 and ITT 24.2, the Employer shall publicly open and read out in accordance with this ITT all Tenders received by the deadline, at the date, time and place specified in the **TDS**, in the presence of Tenderers' designated representatives and anyone who chooses to attend. Any specific electronic Tender opening procedures required if electronic Tendering is permitted in accordance with ITT 21.1, shall be as specified in the **TDS**.
- 25.2 First, envelopes marked "Withdrawal" shall be opened and read out and the envelope with the corresponding Tender shall not be opened, but returned to the Tenderer. No Tender withdrawal shall be permitted unless the corresponding withdrawal notice contains a valid authorization to request the withdrawal and is read out at Tender opening.
- 25.3 Next, envelopes marked "Substitution" shall be opened and read out and exchanged with the corresponding Tender being substituted, and the substituted Tender shall not be opened, but returned to the Tenderer. No Tender substitution shall be permitted unless the corresponding substitution notice contains a valid authorization to request the substitution and is read out at Tender opening.
- 25.4 Next, envelopes marked "Modification" shall be opened and read out with the corresponding Tender. No Tender modification shall be permitted unless the corresponding modification notice contains a valid authorization to request the modification and is read out at Tender opening.
- 25.5 Next, all remaining envelopes marked "TECHNICAL PART" shall be opened one at a time. All envelopes marked "FINANCIAL PART" shall remain sealed, and kept by the Employer in safe custody until they are opened, at a later public opening, following the evaluation of the Technical Part of the Tenders. On opening the envelopes marked "TECHNICAL PART" the Employer shall read out: the name of the Tender, the presence or the absence of a Tender Security, or Tender-Securing Declaration, if required, and whether there is a modification; and Alternative Tender - Technical Part; and any other details as the Employer may consider appropriate.
- 25.6 Only Technical Parts of Tenders and Technical Parts of Alternative Tenders that are opened and read out at Tender opening shall be considered further for evaluation. The Letter of Tender – Technical Part and the separate sealed envelopes marked "FINANCIAL PART" are to be initialed by representatives of the Employer attending Tender opening in the manner specified in the **TDS**.

- 25.7 At the tender opening the Employer shall neither discuss the merits of any Tender nor reject any Tender (except for late Tenders, in accordance with ITT 23.1).
- 25.8 The Employer shall prepare a record of the Technical Part of Tender opening that shall include, as a minimum:
- (a) the name of the Tenderer and whether there is a withdrawal, substitution, or modification;
 - (b) the receipt of envelopes marked “FINANCIAL PART”;
 - (c) the presence or absence of a Tender Security or Tender-Securing Declaration, if one was required any alternative Tenders; and
 - (d) if applicable, any Alternative Tender – Technical Part.
- 25.9 The Tenderers’ representatives who are present shall be requested to sign the record. The omission of a Tenderer’s signature on the record shall not invalidate the contents and effect of the record. A copy of the record shall be distributed to all Tenderers who submitted Tenders in time and posted online when electronic Tendering is permitted.

F. Evaluation of Tenders – General Provisions

- 26. Confidentiality**
- 26.1 Information relating to the evaluation of Tenders and recommendation of contract award shall not be disclosed to Tenderers or any other persons not officially concerned with the Tendering process until information on Intention to Award the Contract is transmitted to all Tenderers in accordance with ITT 45.
- 26.2 Any attempt by a Tenderer to influence the Employer in the evaluation of the Tenders or Contract award decisions may result in the rejection of its Tender.
- 26.3 Notwithstanding ITT 26.2, from the time of Tender opening to the time of Contract award, if a Tenderer wishes to contact the Employer on any matter related to the Tendering process, it shall do so in writing.
- 27. Clarification of Tenders**
- 27.1 To assist in the examination, evaluation, and comparison of the Tenders, and qualification of the Tenderers, the Employer may, at its discretion, ask any Tenderer for a clarification of its Tender, allowing a reasonable time for response. Any clarification submitted by a Tenderer that is not in response to a request by the Employer shall not be considered. The Employer’s request for clarification and the

response shall be in writing. No change, including any voluntary increase or decrease, in the prices or substance of the Tender shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the Employer in the evaluation of the Tenders, in accordance with ITT 36.

27.2 If a Tenderer does not provide clarifications of its Tender by the date and time set in the Employer’s request for clarification, its Tender may be rejected.

**28. Deviations,
Reservations,
and Omissions**

28.1 During the evaluation of Tenders, the following definitions apply:

- (a) “Deviation” is a departure from the requirements specified in the Tender Document;
- (b) “Reservation” is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the Tender Document; and
- (c) “Omission” is the failure to submit part or all of the information or documentation required in the Tender Document.

**29. Nonmaterial
Nonconformities**

29.1 Provided that a Tender is substantially responsive, the Employer may waive any nonconformities in the Tender.

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

29.3 Provided that a Tender is substantially responsive, the Employer shall rectify quantifiable nonmaterial nonconformities related to the Tender Price. To this effect, the Tender Price shall be adjusted, for comparison purposes only, to reflect the price of a missing or non-conforming item or component in the manner specified in the **TDS**.

G. Evaluation of Technical Parts of Tenders

**30. Evaluation of
Technical Parts**

30.1 In evaluating the Technical Parts of each Tender, the Employer shall use the criteria and methodologies listed in this ITT and Section III, Evaluation and Qualification Criteria. No other evaluation criteria or methodologies shall be permitted.

30.2 If specified in the **TDS**, the Employer’s evaluation will be carried out by applying rated criteria that take into account technical factors, in addition to cost factors. An Evaluated Tender Score will be calculated for each responsive Tender using the formula specified in Section III, Evaluation and Qualification Criteria. The scores to be given to technical factors and sub-factors are specified in the **TDS**. The weights to be given to the cost and the total technical score are specified in the **TDS**.

31. Determination of Responsiveness

31.1 The Employer’s determination of a Tender’s responsiveness is to be based on the contents of the Tender itself, as defined in ITT 11.

31.2 A substantially responsive Tender is one that meets the requirements of the Tender Document without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that:

(a) if accepted, would:

(i) affect in any substantial way the scope, quality, or performance of the Works specified in the Contract; or

(ii) limit in any substantial way, inconsistent with the Tender Document, the Employer’s rights or the Tenderer’s obligations under the proposed Contract; or

(b) if rectified, would unfairly affect the competitive position of other Tenderers presenting substantially responsive Tenders.

31.3 The Employer shall examine the technical aspects of the Tender submitted in accordance with ITT 16, in particular, to confirm that all requirements of Section VII, Employer’s Requirements have been met without any material deviation, reservation or omission.

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

32. Qualification of the Tenderers

32.1 The Employer shall determine to its satisfaction whether the eligible Tenderers that have submitted substantially responsive Tender - Technical Parts meet the qualifying criteria specified in Section III, Evaluation and Qualification Criteria.

32.2 The determination shall be based upon an examination of the documentary evidence of the Tenderer’s qualifications submitted by the Tenderer, pursuant to ITT 17. The determination shall not take into consideration the qualifications of other firms such as the Tenderer’s subsidiaries, parent entities, affiliates, subcontractors

(other than Specialized Subcontractors if permitted in ITT 33.3), or any other firm(s) different from the Tenderer.

32.3 If a Tenderer does not meet the qualifying criteria specified in Section III, Evaluation and Qualification Criteria, its Tender shall be rejected by the Employer and may not subsequently be made responsive by correction of the material deviation, reservation, or omission.

32.4 Only Tenders that are both substantially responsive to the Tender Document, and meet all Qualification Criteria shall have their envelopes marked “FINANCIAL PART” opened at the second public opening.

33. Subcontractors

33.1 Unless otherwise stated in the **TDS**, the Employer does not intend to execute any specific elements of the Works by subcontractors selected in advance by the Employer.

33.2 Tenderers may propose subcontracting up to the percentage of total value of contracts or the volume of works as specified in the **TDS**. Subcontractors proposed by the Tenderer shall be fully qualified for their parts of the Works.

33.3 The subcontractor’s qualifications shall not be used by the Tenderer to qualify for the Works unless their specialized parts of the Works were previously designated by the Employer in the **TDS** as can be met by subcontractors referred to hereafter as ‘Specialized Subcontractors’, in which case, the qualifications of the Specialized Subcontractors proposed by the Tenderer may be added to the qualifications of the Tenderer.

H. Public Opening of Financial Parts of Tenders

34. Public Opening of Financial Parts

34.1 Following the completion of the evaluation of the Technical Parts of the Tenders, and the Bank has issued its no objection (if applicable), the Employer shall notify in writing those Tenderers whose Tenders were considered non-responsive to the Tender Document or failed to meet the Qualification Criteria, advising them of the following information:

- (a) the grounds on which their Technical Part of Tender failed to meet the requirements of the Tender Document;
- (b) their envelopes marked “FINANCIAL PART” will be returned to them unopened after the completion of the selection process and the signing of the Contract; and

- (c) notify them of the date, time and location of the public opening of the envelopes marked “FINANCIAL PART”.
- 34.2 The Employer shall, simultaneously, notify in writing those Tenderers whose Tenders - Technical Parts have been evaluated as substantially responsive to the Tender Document and met all Qualifying Criteria, advising them of the following information:
- (a) their Tender has been evaluated as substantially responsive to the Tender Document and met the Qualification Criteria;
 - (b) When rated criteria are used, the evaluated technical scores;
 - (c) their envelope marked “FINANCIAL PART” will be opened at the public opening of the Financial Parts; and
 - (d) notify them of the date, time and location of the second public opening of the envelopes marked “FINANCIAL PART” as specified in the **TDS**.
- 34.3 The opening date should allow Tenderers sufficient time to make arrangements for attending the opening. The Financial Part of the Tender shall be opened publicly in the presence of Tenderers’ designated representatives and anyone who chooses to attend.
- 34.4 At this public opening the Financial Parts will be opened by the Employer in the presence of Tenderers, or their designated representatives and anyone else who chooses to attend. Tenderers who met the Qualification Criteria and whose Tenders were evaluated as substantially responsive will have their envelopes marked “FINANCIAL PART” opened at the second public opening. Each of these envelopes marked “FINANCIAL PART” shall be inspected to confirm that they have remained sealed and unopened. These envelopes shall then be opened by the Employer. The Employer shall read out the names of each Tenderer, and the total Tender prices, per lot (contract) if applicable, including any discounts and Alternative Tender - Financial Part, and any other details as the Employer may consider appropriate.
- 34.5 Only envelopes of Financial Part of Tenders, Financial Parts of Alternative Tenders and discounts that are opened and read out at tender opening shall be considered further for evaluation. The Letter of Tender – Financial Part and the Priced Bill of Quantities are to be initialed by representatives of the Employer attending the tender opening in the manner specified in the **TDS**.
- 34.6 The Employer shall neither discuss the merits of any Tender nor reject any envelopes marked “FINANCIAL PART”.

34.7 The Employer shall prepare a record of the Financial Part of the Tender opening that shall include, as a minimum:

- (a) the name of the Tenderer whose Financial Part was opened;
- (b) the Tender price, per lot (contract) if applicable, including any discounts; and
- (c) if applicable, any Alternative Tender – Financial Part.

34.8 The Tenderers whose envelopes marked “FINANCIAL PART” have been opened or their representatives who are present shall be requested to sign the record. The omission of a Tenderer’s signature on the record shall not invalidate the contents and effect of the record. A copy of the record shall be distributed to all Tenderers.

I. Evaluation of Financial Parts of Tenders

35. Evaluation of Financial Parts

35.1 To evaluate the Financial Part, the Employer shall consider the following:

- (a) the Tender price, excluding Provisional Sums and the provision, if any, for contingencies in the Price Schedule, but including Daywork items, where priced competitively;
- (b) price adjustment for correction of arithmetic errors in accordance with ITT 36.1;
- (c) price adjustment due to discounts offered in accordance with ITT 14.4;
- (d) converting the amount resulting from applying (a) to (c) above, if relevant, to a single currency in accordance with ITT 37;
- (e) price adjustment due to quantifiable nonmaterial nonconformities in accordance with ITT 29.3; and
- (f) the additional evaluation factors are specified in the **TDS** and Section III, Evaluation and Qualification Criteria.

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

35.3 If this Tender Document allows Tenderers to quote separate prices for different lots (contracts), the methodology to determine the lowest evaluated cost of the contract combinations, including any discounts offered in the Letter of Tender – Financial Part, is specified in Section III, Evaluation and Qualification Criteria. If, however, rated criteria are used in accordance with ITT 30.2, discounts on

condition of award of more than one contract shall not be used for Tender evaluation purpose.

**36. Correction of
Arithmetical
Errors**

36.1 If Tenders have been invited on single responsibility basis in terms of ITT 14, the Tenderer is deemed to have included all prices in the quoted lump sum Tender Price. Arithmetical corrections shall therefore not be made, except that where there is a discrepancy between the amount in words and the amount in figures, the amount in words shall prevail.

36.2 If Tenders have been invited to include any part of the Works to be paid according to quantity supplied or work done in terms of ITT 14, the Employer shall correct arithmetical errors only for the price for such part of the Works on the following basis:

- (a) where there are errors between the total of the amounts given under the column for the price breakdown and the amount given under the Total Price, the former shall prevail and the latter will be corrected accordingly; and
- (b) if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (a) above.

36.3 Tenderers shall be requested to accept correction of arithmetical errors. Failure to accept the correction in accordance with ITT 36.1, shall result in the rejection of the Tender.

**37. Conversion to
Single Currency**

37.1 For evaluation and comparison purposes, the currency(ies) of the Tender shall be converted into a single currency as specified in the **TDS**.

**38. Provision for
Development of
Domestic
Industry**

38.1 Unless otherwise specified in the **TDS**, provision for development of domestic industry (such as a margin of preference for domestic Tenderers¹) shall not apply.

**39. Comparison of
Tenders**

39.1 The Employer shall compare the evaluated costs of all substantially responsive Tenders established in accordance with ITT 35.1 to determine the Tender that has the lowest evaluated cost.

39.2 If ITT 30.2 is applicable, the Employer shall evaluate the technical score and financial score of each tender and determine the Tender

¹An individual firm is considered a domestic Tenderer for purposes of the margin of preference if it is registered in the country of the Employer, has more than 50 percent ownership by nationals of the country of the Employer, and if it does not subcontract more than 10 percent of the contract price, excluding provisional sums, to foreign contractors. JVs are considered as domestic Tenderers and eligible for domestic preference only if the individual member firms are registered in the country of the Employer or have more than 50 percent ownership by nationals of the country of the Employer, and the JV shall be registered in the country of the Employer. The JV shall not subcontract more than 10 percent of the contract price, excluding provisional sums, to foreign firms. JVs between foreign and national firms will not be eligible for domestic preference.

with the highest combined technical and financial score in accordance with TDS ITT 30.2.

40. Abnormally Low-Priced Tenders

- 40.1 An Abnormally Low-Priced Tender is one where the Tender price, in combination with other elements of the Tender, appears so low that it raises material concerns as to the capability of the Tenderer in regard to the Tenderer's ability to perform the Contract for the offered Tender Price.
- 40.2 In the event of identification of a potentially Abnormally Low-Priced Tender, the Employer shall seek written clarifications from the Tenderer, including detailed price analyses of its Tender price in relation to the subject matter of the contract, scope, proposed methodology, schedule, allocation of risks and responsibilities and any other requirements of the Tender Document.
- 40.3 After examining the clarifications given and the detailed price analyses presented by the Tenderer, the Employer may as appropriate:
- (a) accept the Tender, if the evidence provided satisfactorily accounts for the low tender price, in which case the Tender is not considered abnormally low; or
 - (b) accept the Tender, but require that the amount of the Performance Security be increased at the expense of the Tenderer to a level sufficient to protect the Employer against financial loss. The amount of the Performance Security shall generally be not more than 20% of the Contract Price; or
 - (c) reject the Tender, if the evidence provided does not satisfactorily account for the low tender price and make a similar determination for the next ranked Tender, if required.

41. Unbalanced or Front-Loaded Tenders

- 41.1 If the Tender that is evaluated as the Most Advantageous Tender is, in the Employer's opinion, seriously unbalanced or front loaded, the Employer may require the Tenderer to provide written clarifications. Clarifications may include detailed price analyses to demonstrate the consistency of the Tender prices with the scope of works, proposed methodology, schedule and any other requirements of the Tender Document.
- 41.2 After the evaluation of the information and detailed price analyses presented by the Tenderer, the Employer may as appropriate:
- (a) accept the Tender; or
 - (b) accept the Tender, but require that the total amount of the Performance Security be increased at the expense of the Tenderer to a level not exceeding 20% of the Contract Price; or

- (c) reject the Tender and make a similar determination for the next ranked Tender.
- 42. Most Advantageous Tender**
- 42.1 The Employer shall determine the Most Advantageous Tender. The Most Advantageous Tender is the Tender of the Tenderer that meets the Qualification Criteria and whose Tender has been determined to be substantially responsive to the Tender Documents and:
- (a) when rated criteria are used, is the tender with the highest combined technical and financial score; or
- (b) when rated criteria are not used, is the tender with the lowest evaluated cost.
- 43. Employer’s Right to Accept Any Tender, and to Reject Any or All Tenders**
- 43.1 The Employer reserves the right to accept or reject any Tender and to annul the Tendering process and reject all Tenders at any time prior to Contract Award, without thereby incurring any liability to Tenderers. In case of annulment, all Tenders submitted and specifically, Tender securities, shall be promptly returned to the Tenderers.
- 44. Standstill Period**
- 44.1 The Contract shall not be awarded earlier than the expiry of the Standstill Period. The Standstill Period shall be ten (10) Business Days unless extended in accordance with ITT 48. The Standstill Period commences the day after the date the Employer has transmitted to each Tenderer the Notification of Intention to Award the Contract. Where only one Tender is submitted, or if this contract is in response to an emergency situation recognized by the Bank, the Standstill Period shall not apply.
- 45. Notification of Intention to Award**
- 45.1 The Employer shall send to each Tenderer the Notification of Intention to Award the Contract to the successful Tenderer. The Notification of Intention to Award shall contain, at a minimum, the following information:
- (a) the name and address of the Tenderer submitting the successful Tender;
- (b) the Contract price of the successful Tender;
- (c) the names of all Tenderers who submitted Tenders, and their Tender prices as readout, and as evaluated, and when rated criteria are used, the evaluated technical and financial scores, and the combined total scores;
- (d) a statement of the reason(s) the Tender (of the unsuccessful Tenderer to whom the notification is addressed) was unsuccessful, unless the price or score information in (c) above already reveals the reason;

- (e) the expiry date of the Standstill Period; and
- (f) instructions on how to request a debriefing and/or submit a complaint during the standstill period.

J. Award of Contract

- 46. Award Criteria** 46.1 Subject to ITT 43, the Employer shall award the Contract to the successful Tenderer. This is the Tenderer whose Tender has been determined to be the Most Advantageous Tender.
- 47. Notification of Award** 47.1 Prior to the expiry of the Tender Validity Period and upon expiry of the Standstill Period specified in ITT 43.1 or any extension thereof, and, upon satisfactorily addressing any complaint that has been filed within the Standstill Period, the Employer shall notify the successful Tenderer, in writing, that its Tender has been accepted. The notification of award (hereinafter and in the Conditions of Contract and Contract Forms called the “Letter of Acceptance”) shall specify the sum that the Employer will pay the Contractor in consideration of the execution of the Contract (hereinafter and in the Conditions of Contract and Contract Forms called “the Contract Price”).
- 47.2 Within ten (10) Business Days after the date of transmission of the Letter of Acceptance, the Employer shall publish the Contract Award Notice which shall contain, at a minimum, the following information:
- (a) name and address of the Employer;
 - (b) name and reference number of the contract being awarded, and the procurement method used;
 - (c) names of all Tenderers that submitted Tenders, and their Tender prices as read out at Tender opening, and as evaluated, and when rated criteria are used, the evaluated tender scores;
 - (d) names of all Tenderers whose Tenders were rejected either as nonresponsive or as not meeting qualification criteria, or were not evaluated, with the reasons therefor;
 - (e) the name of the successful Tenderer, the final total contract price, the contract duration and a summary of its scope; and
 - (f) successful Tenderer’s Beneficial Ownership Disclosure Form, if specified in TDS ITT 49.1.
- 47.3 The Contract Award Notice shall be published on the Employer’s website with free access if available, or in at least one newspaper of national circulation in the Employer’s Country, or in the official

gazette. The Employer shall also publish the contract award notice in UNDB online and AIIB website.

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

48. Debriefing by the Employer

48.1 On receipt of the Employer's Notification of Intention to Award referred to in ITT 44.1, an unsuccessful Tenderer has three (3) Business Days to make a written request to the Employer for a debriefing. The Employer shall provide a debriefing to all unsuccessful Tenderers whose request is received within this deadline.

48.2 Where a request for debriefing is received within the deadline, the Employer shall provide a debriefing within five (5) Business Days, unless the Employer decides, for justifiable reasons, to provide the debriefing outside this timeframe. In that case, the standstill period shall automatically be extended until five (5) Business Days after such debriefing is provided. If more than one debriefing is so delayed, the standstill period shall not end earlier than five (5) Business Days after the last debriefing takes place. The Employer shall promptly inform, by the quickest means available, all Tenderers of the extended standstill period.

48.3 Where a request for debriefing is received by the Employer later than the three (3)-Business Day deadline, the Employer should provide the debriefing as soon as practicable, and normally no later than fifteen (15) Business Days from the date of publication of Contract Award Notice. Requests for debriefing received outside the three (3)-day deadline shall not lead to extension of the standstill period.

48.4 Debriefings of unsuccessful Tenderers may be done in writing or verbally. The Tenderer shall bear its own costs of attending such a debriefing meeting.

49. Signing of Contract

49.1 The Employer shall send to the successful Tenderer the Letter of Acceptance including the Contract Agreement, and, if specified in the **TDS**, a request to submit the Beneficial Ownership Disclosure Form providing additional information on its beneficial ownership. The Beneficial Ownership Disclosure Form, if so requested, shall be submitted within eight (8) Business Days of receiving this request.

49.2 The successful Tenderer shall sign, date and return to the Employer, the Contract Agreement within twenty-eight (28) days of its receipt.

50. Performance Security

50.1 Within twenty-eight (28) days of the receipt of the Letter of Acceptance from the Employer, the successful Tenderer shall furnish the Performance Security in accordance with the General Conditions of Contract, subject to ITT 40.3 (b) and ITT 41.2 (b), using for that

purpose the Performance Security Form included in Section X, Contract Forms, or another form acceptable to the Employer.

50.2 Failure of the successful Tenderer to submit the above-mentioned Performance Security or sign the Contract shall constitute sufficient grounds for the annulment of the award and forfeiture of the Tender Security. In that event the Employer may award the Contract to the Tenderer offering the next Most Advantageous Tender.

**51. Procurement
Related
Complaint**

51.1 The procedures for making a Procurement-related Complaint are as specified in the **TDS**.

Section II - Tender Data Sheet (TDS)

The following specific data for the Works to be procured shall complement, supplement, or amend the provisions in the Instructions to Tenderers (ITT). Whenever there is a conflict, the provisions herein shall prevail over those in ITT.

A. General	
ITT 1.1	<p>The reference number of the SPN/Tender is: HORC/HRIDC/C-4/2022</p> <p>The Employer is: Haryana Orbital Rail Corporation Limited (HORCL)</p> <p>The name of the Tender is: C-4: Composite Contract package in connection with New BG Railway Line of HORC project for:</p> <ul style="list-style-type: none"> (i) Design & Construction of Twin Tunnel using NATM and Cut & Cover method from km 24.880 to km 29.580; (ii) Design & Installation of Ballastless Track (excluding supply of rails) from km 24.856 to km 29.680; (iii) Detailed Design, Supply, Installation, Testing & Commissioning of General Electrical Services including Supply, Erection, Testing and Commissioning of 11kV HT/LT Power and Control Cable Network, GIS Substation (11/0.433) kVA, Tunnel lighting system etc. from km 24.880 to km 29.680; (iv) Design & Construction of Embankment, Bridges and other miscellaneous works from km 12.00 to km 18.00. <p>The number and identification of lots (contracts) comprising this Tender is: Contract Package (C-4)</p>
ITT 1.2	<p>Add new sub-paragraphs (f) and (g) after sub-paragraph (e) as follows:</p> <p>(f) “Joint Venture” shall be replaced with “Joint Venture or Consortium”</p> <p>(g) “JV” shall be replaced with “JV or Consortium”</p>
ITT 1.2(a)	<p>Electronic – Procurement System</p> <p>The Employer shall use the following electronic-procurement system to manage this Tendering process:</p> <p>E-procurement portal of Govt. of Haryana (https://etenders.hry.nic.in)</p>

<p>ITT 1.3</p>	<p>Add new sub-clause ITT 1.3</p> <p>Instructions for Online Tender Submission:</p> <p>The Tenderers are required to submit soft copies of their Tenders electronically on the e-procurement portal of Government of Haryana i.e. https://etenders.hry.nic.in, using valid Digital Signature Certificates. The instructions given below are meant to assist the Tenderers in registering on the e-procurement Portal, prepare their Tenders in accordance with the requirements and submitting their Tenders online on the e-procurement Portal.</p> <p>Registration:</p> <ol style="list-style-type: none"> i) Tenderers are required to enroll on the above-mentioned e-Procurement portal by clicking on the link “Online Bidder Enrollment” on the Portal which is free of charge. ii) As part of the enrolment process, the Tenderers will be required to choose a unique username and assign a password for their accounts. iii) Tenderers are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the e-procurement Portal. <p>A. Obtaining a Digital Certificate:</p> <ol style="list-style-type: none"> i. The Tenders submitted online should be encrypted and signed electronically with a Digital Certificate to establish the identity of the Tenderer online. These Digital Certificates are issued by an Approved Certifying Authority, by the Controller of Certifying Authorities, Government of India. ii. A Digital Certificate is issued upon receipt of mandatory identity (i.e. Applicant’s PAN Card) and Address proofs and verification form duly attested by the Bank Manager / Postmaster / Gazetted Officer. Only upon the receipt of the required documents, a digital certificate can be issued. For more details please visit the website – https://etenders.hry.nic.in iii. The Tenderers may obtain Class-II or III digital signature certificate from any Certifying Authority or Sub-certifying Authority authorized by the Controller of Certifying Authorities or may obtain information, application format and documents required for the issue of digital certificate. iv. The Tenderer must ensure that he/she comply by the online available important guidelines at the portal https://etenders.hry.nic.in for Digital Signature Certificate (DSC) including the e-Token carrying DSCs.
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	<p>For any queries related to e-tendering process (registration, online e-bid submission/withdrawal, uploading of documents), Tenderer may contact the below representative of NIC:</p> <p>Ms. Manju Aggarwal Technical Director, Scientist-E, NIC. Panchkula. E - mail: a.manju@nic.in Help Desk: 0172 – 584257, 94170-69017.</p> <p>v. Tender for a particular tender must be submitted online using the digital certificate (Encryption & Signing), which is used to encrypt and sign the data during the stage of Tender preparation. In case, during the process of a particular tender, the user loses his digital certificate (due to virus attack, hardware problem, operating system or any other problem) he will not be able to submit the Tender online. Hence, the users are advised to keep a backup of the certificate and also keep the copies at safe place under proper security (for its use in case of emergencies).</p> <p>vi. In case of online tendering, if the digital certificate issued to the authorized user of a firm is used for signing and submitting a Tender, it will be considered equivalent to a no-objection certificate/power of attorney/lawful authorization to that User. The firm has to authorize a specific individual through an authorization certificate signed by all partners to use the digital certificate as per Indian Information Technology Act 2000. Unless the certificates are revoked, it will be assumed to represent adequate authority of the user to Tender on behalf of the firm in the department tenders as per Information Technology Act 2000. The digital signature of this authorized user will be binding on the firm.</p> <p>vii. In case of any change in the authorization, it shall be the responsibility of management/ partners of the firm to inform the certifying authority about the change and to obtain the digital signatures of the new person/ user on behalf of the firm/ company. The procedure for application of a digital certificate however will remain the same for the new user.</p> <p>viii. The same procedure holds true for the authorized users in a private/Public limited company. In this case, the authorization certificate will have to be signed by the directors of the company.</p>
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B. Opening of an Electronic Payment Account:

For purchasing the tender documents online, Tenderers are required to pay the tender documents fee online using the electronic payment gateway service through their Debit Cards & Internet Banking accounts. For online payments guidelines, please refer to the Home page under tab “Guidelines for hassle free Bid Submission” of the e-procurement Portal of Government of Haryana, <https://etenders.hry.nic.in>

C. Pre-requisites for online Tendering:

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

D. Online Viewing of Specific Procurement Notice (SPN):

The Tenderers can view the SPN and the time schedule (Key Dates) through the single portal e-procurement system on the Home Page at <https://etenders.hry.nic.in>

E. Downloading of Tender Documents:

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

F. Key Dates:

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

G. Online Payment of E-Service Fee:

The online payment for E-Service Fee in INR shall be made using the secure electronic payment gateway by Tenderers online directly through Debit Cards & Internet Banking accounts.

	<p>The secure electronic payments gateway is an online interface between Contractors and Debit card/online payment authorization networks.</p> <p>H. Preparation & Submission of online Applications/Tenders:</p> <p>i. Detailed Tender documents may be downloaded from e-procurement website (https://etenders.hry.nic.in) from 07.11.2022 (17:00 Hrs. IST) to 20.01.2023 (15:00 Hrs IST.) and tender shall mandatorily be submitted online following the instruction appearing on the screen.</p> <p>ii. Scan copy of Documents to be submitted/uploaded for Technical Part under online PQQ/ Technical Envelope: All documents shall be prepared and scanned in file formats PDF /JPEG/MS WORD format such that file size does not exceed 10 MB and uploaded during the on-line submission of PQQ or Technical Envelope.</p> <p>iii. FINANCIAL PART shall be submitted mandatorily online under Commercial Envelope and original not to be submitted manually.</p> <p>NOTE:</p> <p>(A) <i>Tenderers participating in online tenders shall check the validity of his/her Digital Signature Certificate before participating in the online Tenders at the portal https://etenders.hry.nic.in.</i></p> <p>(B) <i>For help manual, please refer to the ‘Home Page’ of the e-procurement website at https://etenders.hry.nic.in</i></p>
ITT 2.1	<p>The Recipient is: Haryana Orbital Rail Corporation Limited (HORCL) through Government of Haryana</p> <p>The Bank Loan amount: USD 400 million</p> <p>The name of the Project is: Haryana Orbital Rail Corridor (HORC)</p>
ITT 4.1	<p>Maximum number of members in the JV shall be: Three (03)</p>

ITT 4.1	<p>Add the following after the last sentence of Clause 4.1</p> <p>Highest shareholding member in the JV/Consortium shall be the Lead member of JV/Consortium. Minimum percentage share of each JV member shall be as specified in Sub-Clause 3.1.6, Section III, EQC. No change in constitution or percentage share shall be permitted at any stage after the Tender submission, failing which the Tenderer shall be treated as non-responsive.</p> <p>Authorized Representative of JV/Consortium shall be from Lead Member of JV/Consortium.</p>
ITT 4.4	<p>Add the following after the last sentence of Clause 4.4</p> <p>In the event that the Contract is awarded to a foreign Tenderer or to a JV/Consortium having foreign lead Member, such foreign Tenderer/foreign lead Member shall be required to set up a project office in India in accordance with applicable laws in India, and shall be required to submit a proof of having opened a project office in India along with statutory approvals, if any, prior to submitting any interim payment certificate in accordance with the Contract, failing which no payment shall be made to the Contractor by the Employer (in accordance with the Contract) until such requirement has been complied with by the foreign Contractor. The aforesaid condition of establishing a project office in India shall not be applicable in case the selected Tenderer is a joint venture between an Indian entity and a foreign entity where Indian Member is lead Member.</p>
ITT 4.5	<p>A list of debarred firms and individuals is available on the Bank's external website: https://www.aiib.org/debarment/</p>
ITT 6.3	<p>Replace ITT 6.3 with the following:</p> <p>The complete Tender Document can be viewed/ downloaded by the Tenderer from e-procurement portal of Govt. of Haryana https://etenders.hry.nic.in. The Employer is not responsible for the completeness of the Tender Document and their addenda if they were not obtained directly from e-procurement portal of Govt. of Haryana https://etenders.hry.nic.in .</p>
B. Contents of Tender Document	
ITT 7.1	<p>For <u>Clarification of Tender purposes</u> only, the Employer's address is:</p> <p>Attention: Chief Project Manager</p> <p>Street address: Haryana Rail Infrastructure Development Corporation Limited (HRIDC), Plot no.143, Railtel Tower, Sector-44</p> <p>Floor: 5th floor</p>

	<p>City: Gurugram ZIP code: 122003 Country: India Telephone: +91 9311478893 E-mail: horc.etendering@gmail.com</p>
ITT 7.2	<p>Add the following at the end of Para 7.2: Site visit with the Employer’s Representative will be conducted on the date and time specified below. Date: 24.11.2022 Time: 1100 hrs. IST Tenderers who wish to participate in site visit on the given date should assemble at the location given below: Nuh Toll Plaza at KMP Expressway & Sohna-Nuh Road (NH 248A crossing) Haryana Country: India For coordination regarding Site visit, Tenderers may contact: Sh. Amarendra Singh Kundu, AM/Civil/Plg. /HRIDC Telephone: +91 7015249184 The costs of visiting the Site shall be at the Tenderer’s own expense.</p>
ITT 7.4	<p>Replace the entire Sub-Clause 7.4 with the following: A Pre-Tender meeting will take place through online Video conferencing (VC) as well as offline in the Conference room of HRIDC office, Plot No 143, Railtel Tower, Sector-44, Gurugram, Haryana-122003 at the following date and time. The purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage. Date: 25.11.2022 Time: 1100 hrs IST The prospective Tenderers who wish to join the Pre-Tender meeting through VC shall send a request (giving details of the Company, its address, and the name, designation and email of the person attending the VC) through email along with an editable soft copy (MS Word) of the queries raised by them on the email id (i.e.horc.etendering@gmail.com) so that a link for Video Conferencing can be sent by HRIDC. The Tenderers should use the following format for any Pre-Tender queries:</p>

	Query No.	Reference to Tender Document (Clause/ Para No. & Page No.)	Brief Description of Clause/ Para No.	Query Raised
	1.			
	2.			
	3.			
	4.			
	5.			
	etc.			
<p>HRIDC will allow maximum of one email Id for one company to participate in the VC. Any request for VC received after the given date and time for sending the link for VC may not be entertained by HRIDC. Prospective Tenderers will be able to join the VC through the link provided to them on their Email ID.</p>				
ITT 7.5	<p>Replace ITT 7.5 with the following:</p> <p>The Tenderer is requested to submit any questions in writing, to reach the Employer not later than 2 days before the Pre-Tender Meeting.</p>			
ITT 7.6	<p>Replace ITT 7.6 with the following:</p> <p>Minutes of the Pre-Tender Meeting, including the text of the questions raised, without identifying the source, and the responses given, together with any responses prepared after the meeting will be uploaded on e-Procurement portal, https://etenders.hry.nic.in. Any modification to the Tender Document that may in the sole discretion of the Employer become necessary as a result of the Pre-Tender meeting shall be made by the Employer exclusively through the use of an Addendum pursuant to ITT 8.</p>			
ITT 8.2	<p>Replace ITT 8.2 with the following:</p> <p>Any addendum issued shall be part of the Tender Documents and shall be uploaded on e-Procurement portal, https://etenders.hry.nic.in.</p> <p>The onus is on the Tenderers to visit the e- Procurement portal to see the addenda published by the Employer.</p>			
C. Preparation of Tenders				
ITT 10.1	The language of the Tender is: English			

	<p>All correspondence exchange shall be in English language.</p> <p>Add the following at the end of Sub-Clause ITT 10.1</p> <p>In case the Certificates/ documents other than Power of Attorney are in foreign language, the translation of the same shall be submitted in English language. The translation of Certificates / documents in foreign language shall be done by the licensed translator. Tenderer must submit copy of license issued by the competent authority in their country of origin. .</p>
ITT 11.1	<p>Replace ITT 11.1 with the following:</p> <p>The Tenderer shall submit their tender online on e-procurement portal https://etenders.hry.nic.in as mentioned in para ITT 21.</p> <p>The Tender shall comprise two parts submitted simultaneously, one called the Technical Part containing the documents listed in ITT 11.2 and the other the Financial Part containing the documents listed in ITT 11.3.</p> <p>The Tenderer shall upload only the above mentioned documents in its submission on e-procurement portal and is not required to upload Part 1, Part 2 and Part 3 of the Tender document issued by the Employer. The master copy of Tender Document published on e-Procurement portal shall be available with HRIDC which shall be final and binding.</p>
ITT 11.2	<p>Replace the entire Sub-Clause 11.2 with the following:</p> <p>The Tenderer shall submit all the documents in its Technical Part as per the Checklist CL (A. Technical Part) given in Section III: Evaluation and Qualification Criteria.</p>
ITT 11.3	<p>Replace the entire Sub-Clause 11.3 with the following</p> <p>The Tenderer shall submit all the documents in its Financial Part as per the Checklist CL (B. Financial Part) given in Section III: Evaluation and Qualification Criteria</p>
ITT 13.1	Alternative Tenders shall not be considered.
ITT 13.2	Alternative times for completion shall not be permitted.
ITT 13.4	Alternative technical solutions shall not be permitted.
ITT 14.2	<p>Replace ITT 14.2 with the following: -</p> <p>The Tenderer shall quote the total lump sum price for Schedule ‘A’ in the prescribed place of Price Schedule in MS-Excel file.</p> <p>The Tenderer shall quote single percentage (%) Excess (+) or Less (-) on the estimated amount for Schedule ‘B’ and Schedule ‘C’ in the prescribed place of Price Schedule in MS-Excel file.</p>

ITT 14.4	Replace ITT 14.4 with the following: - As there is no lot in this Contract Package, no discounts shall be quoted by the Tenderers.
ITT 15.1	The currency(ies) of the Tender and the payment currency(ies) shall be as described below: The prices shall be quoted by the Tenderer in the Price Schedule in Indian Rupees (INR) only. A Tenderer expecting to incur expenditures in other currencies for inputs to the Works supplied from outside the Employer’s Country (referred to as “the foreign currency requirements”) shall indicate in the Appendix A to Financial Part - Table B, Section IV-Tender Forms the percentage(s) of the Tender Price (excluding Provisional Sums), needed by the Tenderer for the payment of such foreign currency requirements, limited to United States Dollar (USD), European Euro (EUR) and Japanese Yen (JPY).
ITT 18.1	The Tender validity period shall be 180 days after the Tender submission deadline date.
ITT 19.1	The Tenderer shall furnish a Tender Security for an amount of INR 10,000,000.00 (INR Ten Million only) or USD 121, 000.00 (USD One Hundred Twenty One Thousand Only) .
ITT 19.2	Not Applicable
ITT 19.3	Replace the ITT 19.3 with the following: The amount for Tender Security specified in ITT 19.1 above can be paid online by eligible Tenderers on e-procurement Portal in INR in favour of Haryana Rail Infrastructure Development Corporation Limited using the electronic payment gateway service or Tender Security can be submitted in the form of unconditional and irrevocable Bank Guarantee in INR or USD from the specified banks using the Tender Security Form included in Section IV, Tender Forms. The Bank Guarantee shall be issued from: (i) a scheduled bank (excluding co-operative banks) in India, or (ii) a Foreign Bank having arrangement with a nationalized bank or scheduled banks (excluding co-operative banks) in India; The scheduled bank issuing the bank guarantee shall be on “Structure Financial Messaging System (SFMS)” platform. A separate advice of the Bank Guarantee shall invariably be sent by the issuing bank to the Employer’s Bank through SFMS and only after receipt of the same by the Employer’s Bank, the bank guarantee shall become operative and acceptable to the Employer. Further, the bank guarantee in original form along with a copy of “MT760COV (in case of bank guarantee message)/

	<p>MT767COV (in case of bank guarantee amendment message) Report” sent by the concerned issuing bank sealed in an envelope shall be submitted to the Employer within ten (10) days of deadline of submission of Tender.</p> <p>The Issuing Bank shall send the SFMS to: Beneficiary: Haryana Rail Infrastructure Development Corporation Limited Bank Name: Indian Bank Branch: Mani Majra, Chandigarh IFSC Code: IDIB000M150</p> <p>The Tender Security shall be valid for twenty-eight (28) days beyond the original validity period of the Tender, or beyond any period of extension if requested under ITT 18.2.</p> <p>In case the Tenderer has opted for Tender Security in the form of an unconditional Bank guarantee, the Tenderer shall upload the scanned copy of Bank Guarantee with the Tender. The original Bank Guarantee shall be delivered either by Registered Post/Speed Post/Courier or by hand within ten (10) days of deadline of submission of Tender at the address given below:</p> <p style="padding-left: 40px;">Chief Project Manager, Haryana Rail Infrastructure Development Corporation Limited, Plot No 143, 5th Floor, Railtel Tower, Sector-44, Gurugram, Haryana-122003</p> <p>Non submission of scanned copy of Bank Guarantee with the Tender on e-Procurement portal and/or no submission of original Bank Guarantee within the specified period shall lead to summary rejection of Tender. The details of the Original Bank Guarantee should match with the details available in the scanned copy and the data entered during Tender submission time, failing which the Tender shall be rejected.</p>
ITT 20.1	<p>Replace ITT 20.1 with the following:</p> <p>The Technical Part (comprising of documents specified in ITT 11.2) and Financial Part (comprising of documents specified in ITT 11.3) shall be submitted online on e-procurement portal of Government of Haryana (https://etenders.hry.nic.in) only in accordance with the requirements of the Tender Documents.</p>
ITT 20.3	<p>The written confirmation of authorization to sign on behalf of the Tenderer shall consist of:</p> <p style="padding-left: 40px;">(a) In case of Private/Public Companies, a Power of Attorney from the Director of the Company who has been authorized by the Board of Directors through resolution to sign on behalf of the Company.</p>

	<p>Copy of Board Resolution shall also be submitted. In case of Foreign Members, Power of Attorney(s) and Board Resolution confirming authority on the persons issuing the Power of Attorney for such actions shall be submitted duly notarized by the notary public of country of origin and should be either stamped by Indian Embassy/High Commission or Member Countries of Hague convention may submit these document with “Apostille” stamp.</p> <p>(b) In case of Proprietary Tenderers, Power of Attorney by the Proprietor.</p> <p>(c) In case of Partnership firms, Power of Attorney duly signed by all the Partners.</p> <p>(d) In case of Limited Liability Partnership (LLP) firms, a Power of Attorney issued by the LLP in favour of the individual to sign the Tender on behalf of the LLP and create liability against the LLP.</p> <p>(e) In case of Joint Venture/Consortium, Power of Attorney duly signed by authorized representative of individual Member in favour of the Lead Member and Authorized representative of JV/Consortium. The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure.</p>
D. Submission of Tenders	
ITT 21	<p>Replace ITT 21 with the following:</p> <p>21.1 Tenderers shall upload their tender submission online on e-procurement portal (i.e. https://etenders.hry.nic.in) within the stipulated date and time as mentioned in ITT 22.1. The Tenderer shall ensure that they retain a copy of the receipt/ acknowledgement of their Tender submission which is generated by the system upon successful submission of Tender online.</p> <p>21.2 Tenders sent telegraphically or through any other means of transmission except as mentioned above shall be treated as invalid and shall stand rejected.</p> <p>21.3 No details about Financial Part shall be submitted/ disclosed directly or indirectly in the Technical Part failing which the employer has the right to reject the Tender.</p>
ITT 22.1	<p>Replace ITT 22.1 with the following:</p> <p>The Tender submission is through the e-procurement portal only (i.e. https://etenders.hry.nic.in) as specified in ITT 21.1</p>

	<p>The Tenderer shall submit its Tender before expiry of the date and time for tender submission as specified herein.</p> <p>The start date for Tender submission is: Date: 05.01.2023 Time: 1100 hrs. IST</p> <p>The deadline for Tender submission is: Date: 20.01.2023 Time: 1500 hrs IST</p>
ITT 23.1	<p>Replace ITT 23.1 with the following:</p> <p>Submission of Tenders shall be closed on e-procurement portal on the date & time of submission as prescribed in ITT 22.1 after which no tender can be uploaded.</p>
ITT 24	<p>Replace ITT 24 with the following:</p> <p>24.1 The Tenderer may modify, substitute or withdraw its e-Tender after submission prior to the deadline for submission of Tenders. For modification of e-Tender, Tenderer has to detach its old Tender from e-procurement portal (https://etenders.hry.nic.in) and upload/ resubmit digitally signed modified tender. For withdrawal of tender, Tenderer has to click on withdrawal icon at e- procurement portal and can withdraw its e-tender. Before withdrawal of a tender, it may specifically be noted that after withdrawal of a tender for any reason, Tenderer cannot re-submit e-tender again.</p> <p>24.2 No Tender may be withdrawn, substituted, or modified in the interval between the deadline for submission of Tenders and the expiration of the period of Tender validity specified by the Tenderer on the Letter of Tender or any extension thereof.</p>
E. Public Opening of Technical Parts of Tenders	
ITT 25	<p>Replace ITT 25 with the following:</p> <p>25.1 The Employer shall conduct the electronic opening of Technical Part on e-procurement portal on the date, time and place as specified below: Street Address: Haryana Rail Infrastructure Development Corporation Limited (HRIDC), Plot no.143, Railtel Tower, Sector-44 Floor/ Room number: 5th floor</p>

<p>City: Gurugram Zip code: 122003 Country: INDIA Date: 20.01.2023</p> <p>Time: 1530 hrs IST</p> <p>The opening of the Technical Part and subsequent details can be viewed by the tenderers by logging on the e-procurement portal. Alternatively, any Tenderer who wish to attend the Technical Part opening can be present during the opening. The Tenderer’s representatives who are present shall be requested to mark their attendance on the format available with the Employer.</p> <p>25.2 The Financial Part submitted online on e-procurement portal will remain unopened in the e-procurement portal until the date and time of opening of Financial Part. The date and time of the opening of the Financial Part will be notified to all the Tenderers on e-procurement portal whose tender is found to be substantially responsive and qualified in technical evaluation as specified in ITT 34.2.</p> <p>25.3 At the time of opening of Technical Part, the following shall be read out and recorded:</p> <ul style="list-style-type: none">(a) the name of the Tenderer;(b) the presence of a Tender Security; and(c) any other details as the Employer may consider appropriate. <p>Only Technical Part read out and recorded at Tender opening shall be considered for evaluation.</p> <p>25.4 The Employer shall prepare a record of the opening of Technical Part that shall include, as a minimum, the name of the Tenderer and the presence or absence of Tender Security. The Tenderers’ representatives who are present shall be requested to sign the record available with the HRIDC. The omission of a Tenderer’s signature on the record shall not invalidate the contents and effect of the record.</p> <p>25.5 At the tender opening the Employer shall neither discuss the merits of any Tender nor reject any Tender.</p>

F. Evaluation of Tenders – General Provisions	
ITT 27	<p>Replace ITT 27 with the following:</p> <p>27.1 To assist in the examination, evaluation and comparison of the Tenders, the Employer may, at its discretion, ask any Tenderer for a clarification of its Tender. Any clarification submitted by a Tenderer that is not in response to a request by the Employer shall not be considered. The Employer’s request for clarification and the response shall be in writing and delivered to concerned Tenderers (by courier or e-mail through PDF attachment). The due date and time to respond to these queries will also be communicated. No change in the prices or substance of the Tender shall be sought, offered, or permitted, except to confirm the correction of errors discovered by the Employer in the evaluation of the Financial Part, in accordance with ITT Clause 35.</p> <p>27.2 If a Tenderer does not provide clarifications of its Tender by the date and time set in the Employer’s request for clarification, their Tender shall be evaluated as per the available information in the submitted Tender.</p>
ITT 29.3	Not Applicable
G. Evaluation of Technical Parts of Tenders	
ITT 30.2	Not Applicable
ITT 32.4	<p>Replace ITT 32.4 with the following:</p> <p>Only Tenders that are both substantially responsive to the Tender Document, and meet all Qualification Criteria, shall be notified on e-procurement portal for the public opening of “FINANCIAL PART”.</p>
ITT 33.1	Subcontractor is permitted for the activity specified in ITT 33.3.
ITT 33.2	Maximum allowable accumulated value of work to be subcontracted (as a percentage of the Accepted Contract Amount)- 30%
ITT 33.3	Sub-Contractor is permitted for Construction of Ballastless Track system.
H. Public Opening of Financial Parts of Tenders	
ITT 34	<p>Replace ITT 34 with the following:</p> <p>34.1 Following the completion of the evaluation of the Technical Parts of the Tenders, and the Bank has issued its no objection (if applicable), the Employer shall notify in writing those Tenderers whose Tenders were considered non-responsive to the Tender Document or failed to</p>

	<p>meet the Qualification Criteria, advising them of the following information:</p> <ul style="list-style-type: none"> (a) the grounds on which their Technical Part of Tender failed to meet the requirements of the Tender Document; (b) their “FINANCIAL PART” shall remain unopened on the e-procurement portal; (c) notify them of the date, time and location of the public opening of “FINANCIAL PART” on the e-procurement portal; <p>34.2 The Employer shall, simultaneously, notify in writing those Tenderers whose Tenders - Technical Parts have been evaluated as substantially responsive to the Tender Document and met all Qualifying Criteria, advising them of the following information:</p> <ul style="list-style-type: none"> (a) their Tender has been evaluated as substantially responsive to the Tender Document and met the Qualification Criteria; (b) their “FINANCIAL PART” on e-procurement portal will be opened at the public opening of the Financial Parts; and (c) notify them of the date, time and location of the public opening of the “FINANCIAL PART” as specified below: <ul style="list-style-type: none"> i. The Employer shall publish a notice of the public opening of the Financial Parts on e-procurement portal. ii. Any interested party who wishes to attend this public opening may contact: <p>For the attention: Chief Project Manager Employer: Haryana Rail Infrastructure Development Corporation Limited Email address: horc.etendering@gmail.com</p> <p>34.3 The “FINANCIAL PART” of Tenderers who met the Qualification Criteria and whose Tenders were evaluated as substantially responsive, will be opened on e-procurement portal. The Employer shall read out the names of each Tenderer, and the total Tender prices, per lot (contract) if applicable, including any discounts and any other details as the Employer may consider appropriate.</p> <p>34.4 The Employer shall neither discuss with Tenderer’s representative present, if any, the merits of any Tender nor reject any “FINANCIAL PART”.</p> <p>34.5 The Employer shall prepare a record of the Financial Part of the Tender opening that shall include, as a minimum:</p> <ul style="list-style-type: none"> (a) the name of the Tenderer whose Financial Part was opened;
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	<p>(b) the Tender price, per lot (contract) if applicable, including any discounts; and</p> <p>(c) if applicable, any Alternative Tender – Financial Part.</p> <p>34.6 The Tenderer’s representatives who are present at the time of opening of Financial Part shall be requested to sign the record. The omission of a Tenderer’s signature on the record shall not invalidate the contents and effect of the record. A copy of the record (i.e. summary of rates quoted) can be viewed by all eligible Tenderers after opening of the Financial Part.</p>
I. Evaluation of Financial Parts of Tenders	
ITT 37.1	The currency that shall be used for tender evaluation and comparison purposes is Indian Rupees (INR) only .
ITT 38.1	Provisions for development of domestic industry (such as a margin of domestic preference shall not apply.
J. Award of Contract	
ITT 47.1	<p>Add the following to ITT 47.1</p> <p>The Accepted Contract Amount shall be in INR only. However, the payments will be made in currencies as quoted by the Tenderer in Appendix A, Table B, Section IV-Tender Forms.</p>
ITT 49.1	The successful Tenderer shall submit the Beneficial Ownership Disclosure Form.
ITT 51.1	<p>The procedures for making a Procurement-related Complaint are detailed in the Bank’s <u>Procurement Instructions for Recipients</u> (Annex IV). A Tenderer may make a Complaint in writing, to:</p> <p>For the attention: Chief Project Manager Employer: Haryana Rail Infrastructure Development Corporation Limited Email address: <i>horc.etendering@gmail.com</i></p>

Section III. Evaluation and Qualification Criteria

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1. General Provisions

1.1 Evaluation Sequence

- (a) Tenders will be evaluated through the following four stages:
 - (i) Stage 1: Evaluation of Administrative Requirements
 - (ii) Stage 2: Evaluation of Compliance with the Qualification Requirements
 - (iii) Stage 3: Technical Evaluation
 - (iv) Stage 4: Financial Evaluation

1.2 Clarification from Tenderers

- (a) The Engineer may request clarification of any Tender in accordance with the provisions of the Tender Documents (Part 1, Section-I: Instructions to Tenderers, Clause 27).
- (b) If clarification is required, the Engineer will send written (Courier/email with PDF attachment) requests to the Authorized Representative for clarification, specifying the deadline for receipt of reply.
- (c) Replies to the above requests shall be sent by Tenderer through Courier/e-mail with PDF attachments and the same shall be solely to clarify and/or elaborate the items already included in the submitted Tenders for the purpose of evaluation in accordance with ITT 27.1.

1.3 Tender Forms

- (a) Tenderers should note that the information required to be inserted into the Tender Forms shall be comprehensive and detailed. The technical information shall be furnished in line with the requirements of Part 1, Part 2 and Part 3 of the Tender Documents.
- (b) All Forms contained in the Tender Documents must be fully and properly completed and all the forms must be returned duly signed by Authorised Representative of the Tenderer, as they will be reviewed exactly as submitted and errors or omissions may count against the Tenderer.
- (c) Any Tenderer who is found to have intentionally submitted false or inaccurate statements/information shall be disqualified from the Tendering process.

2. Stages of Evaluation

2.1 Stage 1: Evaluation of Administrative Requirements

A. General

- (a) The Stage 1 Evaluation will consist of checking the Tenders to confirm whether they are substantially responsive to the administrative requirements of the Tender Documents.
- (b) The following administrative items will be checked:
 - (i) Whether the Tender submission is in accordance with ITT 11.2;
 - (ii) Whether the Power of Attorney (POA) for the Tender signatory is in the correct form [Ref. ITT 20.3 and ITT 20.4]. If during technical evaluation stage, POA submitted by the Tenderer is not found in the correct format, Employer will send written (Courier/email with PDF attachment) request to the Authorized Representative for rectification of POA in accordance with format prescribed in Section IV, Tender Forms, specifying the deadline for receipt of Power of Attorney in correct form. If a Tenderer does not provide the Power of Attorney in correct form within the stated date and time set in the Employer's request for correction of Power of Attorney, its Tender is liable to be rejected.

2.2 Stage 2: Evaluation of Compliance with the Qualification Requirements

A. General

Tenders will be reviewed to ascertain whether the Tender complies with all of the minimum requirements as stipulated in the Clause 3. Qualification Criteria.

B. Check Items

The following requirements of the Instruction to Tenderers, Clauses 4, 11 & 17 will be checked to ensure compliance to the requirements of criteria given below:

(a) Eligibility

- (i) Nationality: Form ELI-1.1(a), ELI-1.1(b), and Form ELI-1.2
- (ii) Conflict Interest: Letter of Tender-Technical Part
- (iii) Bank Eligibility: Letter of Tender -Technical Part
- (iv) State-owned Enterprise or Institution of the Recipient country: ELI-1.1(a), ELI-1.1(b), and Form ELI-1.2, Letter of Tender -Technical Part
- (v) United Nations resolution or Recipient's country law: Letter of Tender-Technical Part

(b) Historical Contract Non-Performance and Litigation

- (i) History of Non-Performing Contracts: Form CON-1
- (ii) Suspension Based on Execution of Tender- Securing Declaration by the Employer: Letter of Tender-Technical Part
- (iii) Pending Litigation: Form CON-1
- (iv) Declaration: Environmental, Social, Health, and Safety (ESHS) past performance: Form CON-2

(c) Financial Situation

- (i) Financial Situation and Performance: Form FIN-3.3.1
- (ii) Average Annual Construction Turnover: Form FIN-3.3.2

(d) Financial Resources

- (i) Financial Resources: Form FIN-3.3.3
- (ii) Bid Capacity: Form FIN-3.3.4

(e) Experience

- (i) General Construction Experience: Form EXP-3.4.1
- (ii) Specific Construction and Contract Management Experience: Form EXP-3.4.2(a)

3. Qualification Criteria

If the Tenderer fails to comply with any item of Qualification Criteria given below, the Tenderer shall be disqualified.

No.	Subject	Requirement	Single Entity	Joint Venture/Consortium (existing or intended)			Submission Requirements
				All Members Combined	Each Member	Lead Member	
3.1 Eligibility							
3.1.1	Nationality	Nationality in accordance with ITT 4.4	Must meet requirement	Must meet requirement	Must meet requirement	Must meet requirement	Forms ELI – 1.1(a). 1.1 (b) and 1.2, with attachments
3.1.2	Conflict of Interest	No conflicts of interest in accordance with ITT 4.2	Must meet requirement	Must meet requirement	Must meet requirement	Must meet requirement	Letter of Tender-Technical Part
3.1.3	Bank Eligibility	Not having been declared ineligible by the Bank, as described in ITT 4.5.	Must meet requirement	Must meet requirement	Must meet requirement	Must meet requirement	Letter of Tender-Technical Part
3.1.4	State-owned Enterprise or Institution of the Recipient country	Meets conditions of ITT 4.6	Must meet requirement	Must meet requirement	Must meet requirement	Must meet requirement	Letter of Tender-Technical Part
3.1.5	United Nations resolution or Recipient's country law	Not having been excluded as a result of prohibition in the Recipient's country laws or official regulations against commercial relations with the	Must meet requirement	Must meet requirement	Must meet requirement	Must meet requirement	Letter of Tender-Technical Part

No.	Subject	Requirement	Single Entity	Joint Venture/Consortium (existing or intended)			Submission Requirements
				All Members Combined	Each Member	Lead Member	
		Tenderer's country, or by an act of compliance with UN Security Council resolution, both in accordance with ITT 4.8 and Section V.					
3.1.6	Share of JV members	The share of JV members shall not be less than the specified percentage	N/A	100%	30%	34%	Form ELI-1.3
3.2 Historical Contract Non-Performance							
3.2.1	History of Non-Performing Contracts	Non-performance of a contract ¹ did not occur as a result of contractor default since 1 st April 2017 till 28 days prior to deadline of Tender submission.	Must meet requirement	Must meet requirements	Must meet requirement ²	Must meet requirement	Form CON-1

¹ Nonperformance, as decided by the Employer, shall include all contracts terminated by the Employer where (a) nonperformance was not challenged by the contractor, including through referral to the dispute resolution mechanism under the respective contract, and (b) contracts that were so challenged but fully settled against the Contractor. Nonperformance shall not include contracts where Employer's decision was overruled by the dispute resolution mechanism. Nonperformance must be based on all information on fully settled disputes or litigation, i.e., dispute or litigation that has been resolved in accordance with the dispute resolution mechanism under the respective contract and where all appeal instances available to the Tenderer have been exhausted.

² This requirement also applies to contracts executed by the Tenderer as JV member.

No.	Subject	Requirement	Single Entity	Joint Venture/Consortium (existing or intended)			Submission Requirements
				All Members Combined	Each Member	Lead Member	
3.2.2	Suspension Based on Execution of Tender-Securing Declaration by the Employer	Not under suspension based on-execution of a Tender/Proposal Securing Declaration pursuant to ITT 4.7 and ITT 19.9	Must meet requirement	Must meet requirement	Must meet requirement	Must meet requirement	Letter of Tender – Technical Part
3.2.3	Pending Litigation	Tenderer’s financial position and prospective long-term profitability still sound according to criteria established in 3.3.1 (iii) below and assuming that all pending litigation will be resolved against the Tenderer	Must meet requirement	N/A	Must meet requirement	Must meet requirement	Form CON-1
3.2.4	Litigation History	Not Applicable					
3.2.5	Declaration: Environmental, Social, Health, and Safety (ESHS) past performance	Declare any civil work contracts that have been suspended or terminated and/or performance security called by an employer for reasons related to the non-compliance of any	Must make the declaration	N/A	Must make the declaration.	Must make the declaration	Form CON-2 ESHS Performance Declaration

No.	Subject	Requirement	Single Entity	Joint Venture/Consortium (existing or intended)			Submission Requirements
				All Members Combined	Each Member	Lead Member	
		environmental, or social, or health, or safety requirements or safeguard in the past five years ³ preceding 28 days prior to deadline of Tender submission					
3.3 Financial Situation and Performance							
3.3.1	Financial Capabilities	(i) The Tenderer shall demonstrate that it has access to, or has available, liquid assets, unencumbered real assets, lines of credit, and other financial means (independent of any contractual advance payment) sufficient to meet the construction cash flow requirements estimated as INR 769 million (USD 9.33 million) for the subject contract (i.e. C-4).	Must meet requirement	Must meet requirement	Must meet at least 30% <i>[Thirty percentage]</i> of the requirement	Must meet at least 40% <i>[Forty percentage]</i> of the requirement	Form FIN-3.3.3 (Sources of Finance for the subject Contract)

³ The Employer may use this information to seek further information or clarifications in carrying out its due diligence.

No.	Subject	Requirement	Single Entity	Joint Venture/Consortium (existing or intended)			Submission Requirements
				All Members Combined	Each Member	Lead Member	
		<p>(ii) The Tenderer shall also demonstrate, to the satisfaction of the Employer, that it has adequate Bid capacity for the works currently in progress and future contract commitments.</p> <p>The available Bid capacity should be equal to or more than INR 12300 million (USD 149.27 million). The available Bid capacity will be calculated as per item no. 1 of Form FIN- 3.3.4.</p>	Must meet requirement	Must meet requirement	Must meet at least 30% <i>[Thirty percentage]</i> of the requirement	Must meet at least 40% <i>[Forty percentage]</i> of the requirement	Form FIN-3.3.2 & Form FIN-3.3.4
		<p>(iii) The Tenderer must demonstrate the current soundness of its financial position and indicate its prospective long-term profitability:</p> <p>a) Average Net-Worth (Total Assets – Total Liabilities)* during the last</p>	Must meet requirement	Must meet requirement	Must meet requirement	Must meet the requirement	Form FIN-3.3.1

No.	Subject	Requirement	Single Entity	Joint Venture/Consortium (existing or intended)			Submission Requirements
				All Members Combined	Each Member	Lead Member	
		<p>three (03) financial years should be positive and also the Net-worth during the last financial year should be positive.</p> <p>*Note: Amount corresponding to all pending litigations, considering that these will be resolved against the Tenderer (as per Form CON-1 item 2), shall be subtracted from the average Net Worth calculated above.</p>					
3.3.2	Average Annual Construction Turnover	Minimum average annual construction turnover of INR 6910 million (USD 83.86 million) , calculated as total certified payments received for contracts in progress and/or completed within the last three financial years divided by three.	Must meet requirement	Must meet requirement	Must meet at least 30% <i>[Thirty percentage]</i> of the requirement	Must meet at least 40% <i>[Forty percentage]</i> of the requirement	Form FIN-3.3.2
3.4 Experience							

No.	Subject	Requirement	Single Entity	Joint Venture/Consortium (existing or intended)			Submission Requirements
				All Members Combined	Each Member	Lead Member	
3.4.1	General Construction Experience	Experience under construction contracts in the role of Prime contractor, JV member or Management Contractor or a sub-contractor starting 1 st April 2015 till 28 days prior to deadline of Tender submission.	Must meet requirement	N/A	Must meet requirement	Must meet requirement	Form EXP-3.4.1
3.4.2 (a)	Specific Construction & Contract Management Experience	Participation, as a Prime contractor, Joint venture ⁴ member or Management Contractor ⁵	Must meet requirement	Must meet requirement	Must have the experience of executing at least one “similar work” of value INR 3690 million (USD 44.78)	Must have the experience of executing at least one “similar work” of value INR 3690 million (USD 44.78)	Form EXP-3.4.2(a)

⁴ Value of completed work done by a Member in an earlier JV shall be reckoned as per the Note 2 given at the end of Sub-Clause 3.4.2 (a), Section III, EQC for purpose of satisfying his/her experience criteria mentioned in 3.4.2(a).

⁵ A management contractor is a firm which takes on the role of contract management as a “general” contractor of sort could do. It does not normally perform directly the work(s) associated with the Contract. Rather, it manages the work of other Contractors/Sub-Contractors while bearing full responsibility and risk for quality, and timely performance of the contract. If the Tenderer or any of the JV/Consortium member submits experience certificate as a Management Contractor, then the documents issued by the Employer (owner of the work) in support of his being appointed as Management Contractor shall only be considered for evaluation and qualification purpose. In case the Tenderer fails to submit such document(s) issued by the Employer (owner of the work), the offer of the Tenderer shall be summarily rejected.

No.	Subject	Requirement	Single Entity	Joint Venture/Consortium (existing or intended)			Submission Requirements
				All Members Combined	Each Member	Lead Member	
		<p>or Sub-Contractor ⁶ in at least</p> <p>(i) one “similar work”* of value of INR 7380 million (USD 89.56 million) or more involving minimum 3.0 km of equivalent length⁷ of NATM tunnel</p> <p>OR</p> <p>(ii) two “similar works”* each of value of INR 4920 million (USD 59.71 million) or more and each work involving minimum</p>			<p>million) or more involving minimum 1.5 km of equivalent length⁷ of NATM tunnel that has been successfully or substantially completed since 1st April 2015 till 28 days prior to</p>	<p>million) or more involving minimum 1.5 km of equivalent length⁷ of NATM tunnel that has been successfully or substantially completed since 1st April 2015 till 28 days prior to</p>	

⁶ If a tenderer has successfully completed a work as Sub-Contractor, the work experience certificate issued only by the Employer (owner of the work) for such work to Sub-Contractor shall be considered for the purpose of fulfillment of credentials. Tenders submitted without this documentary proof shall be summarily rejected.

For example: Entity ‘A’ is the owner of the work and awards a contract for execution of work to Contractor ‘X’. Thereafter, Contractor ‘X’ sublets part of the work to Sub-Contractor ‘Y’. In this case, experience certificate of Sub-Contractor ‘Y’ issued only by Entity ‘A’ shall be considered for the purpose of evaluation of the Tender. Experience certificate issued by Contractor ‘X’ to Sub-Contractor ‘Y’ shall not be considered and the offer submitted based on such certificate shall be summarily rejected.

⁷ **For calculation of equivalent length of NATM tunnel:**

- construction of 1 No. of Underground Railway station /Metro railway station /RRTS station by NATM shall be considered equivalent to construction of 1 km of tunnel by NATM.
- Length of escape tunnel and cross passages between two tunnels or between main tunnel & escape tunnel shall not be considered for calculating equivalent length of tunnel.
- Experience certificate of “Drill & Blast tunnelling” not involving NATM shall not be considered.

No.	Subject	Requirement	Single Entity	Joint Venture/Consortium (existing or intended)			Submission Requirements
				All Members Combined	Each Member	Lead Member	
		<p>2.0 km of equivalent length⁷ of NATM tunnel. OR (iii) three “similar works”* each of value of INR 3690 million (USD 44.78 million) or more and each work involving minimum 1.5 km of equivalent length⁷ of NATM tunnel.</p> <p>The Contracts mentioned in (i) or (ii) or (iii) above must have been successfully completed or substantially completed ⁸ since 1st April 2015 till 28 days prior to deadline of Tender submission and that are similar to the proposed works.</p> <p>*“Similar work” shall be that work which involves execution of transportation</p>			deadline of Tender submission	deadline of Tender submission	

⁸ Substantial completion shall be based on 80% or more of the original value of works completed under the contract.

No.	Subject	Requirement	Single Entity	Joint Venture/Consortium (existing or intended)			Submission Requirements
				All Members Combined	Each Member	Lead Member	
		tunnel or underground stations or both for Railway/Metro rail/RRTS by New Austrian Tunneling Method (NATM).					

Notes:**1. Exchange Rate for Qualification Criteria**

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

- (i) For construction turnover or financial data required for each year – Exchange rate prevailing on the last day of the respective financial year.
 - (ii) Value of single contract - Exchange rate prevailing on the date of the Contract Award i.e. the date of issue of Letter of Acceptance.
 - (iii) Exchange rates shall be taken from reference rate published by the Reserve Bank of India (RBI) on its website <https://www.rbi.org.in>. In case the exchange rate of particular currency on given date is not available on RBI web site, it will be as per the web site <https://www.fbil.org.in> of Financial Benchmark India Private Limited (FBIL). Any error in determining the exchange rates may be corrected by the Employer. In the case, where a Tenderer is required to convert a monetary amount from a currency other than those currencies for which the RBI/FBIL reference rate is not published, the INR equivalent shall be worked out using the rate of exchange as published by the central bank of the country issuing the said currency. In case the exchange rate of that currency is not directly available in INR on the website of the central bank of the country issuing the said currency then the currency will be first converted to USD as per that web site and then converted from USD to INR as Per RBI or FBIL reference rates.
2. For past experience of a firm in earlier JV for specified activity in sub clause 3.4.2
- (a) credit shall be given for execution of that quantity of the specified activity executed by the firm as part of a JV, duly certified by the Employer. If the Employer's Certificate does not indicate the quantity of specified activity executed by each member, in such a case credit for quantity of specified activity shall be given as per following provisions in order of priority:
 - (i) As per details given in JV agreement forming part of the relevant Contract Agreement.
 - (ii) If JV agreement does not provide such details, then credit shall be given in proportion of the percentage share of the firm in that JV mentioned in the Employer's Certificate/ JV Agreement.

3. *In case a JV quoting for the Tender has executed similar work specified in 3.4.2(a) with the same constitution of JV, the requirement specified to be met under Sub-Clause 3.4.2(a) shall be considered to have been met treating the JV as a single entity for this purpose.*
4. *For Sub-Clause 3.3.2, Average Annual Construction Turnover, the Tenderer should submit actual construction turnover figures for the specified financial years. For Evaluation purposes the figures of previous years shall be updated @ 5% per year compounded annually based on Rupee value to bring them to the level of the last Financial Year specified in Sub-Clause 3.3.2. If the figure for turnover in an individual year is in a currency other than INR, then the same shall first be converted to INR based on the exchange rates derived as mentioned in Note 1 above and then the figures in INR shall be updated.*
5. *For Sub-Clause 3.4.2 (a) Specific Construction & Contract Management Experience, the Tenderer should submit actual Value of Work completed/ substantially completed. Value of Work for Evaluation purposes shall be updated @ 5% per year compounded annually based on Rupee value to bring them to the price level of date of deadline for submission of Tenders. Updated value shall be calculated as per formula given below:-*

$$A = Bx [1.05]^{N/365}$$

Where

A = updated value of work on deadline for submission of Tenders.

B = value of work on the date of completion/substantial completion as indicated in the Employer's certificate.

N = Number of days between date of completion and deadline for submission of Tenders.

4. Stage 3: Technical Proposal Evaluation

A. Procedure for Technical Proposal Evaluation

- (a) The Stage 3 Evaluation will consist of checking the technical aspects of the Tenders to confirm whether they substantially conform to the requirements of the Tender Documents.
- (b) In order to determine whether the Tender substantially conforms to the technical requirements of the Tender Documents, the Technical Proposal shall broadly cover the following items:

S. No.	Technical Evaluation Items	Relevant Forms
1.	Proposed Works Programme and Proposed Design Submission Programme	Form TP-1, Technical Proposal
2.	Proposed Construction Method Statement	Form TP-2, Technical Proposal
3.	Outline Project Management Plan	Form TP-3, Technical Proposal
4.	Outline Quality Assurance and Quality Control Plan	Form TP-4, Technical Proposal
5.	Outline Environment, Social, Health and Safety Plan	Form TP-5, Technical Proposal

The documents mentioned in above Table will be used for the purposes of evaluating and analysing the Tender but will not form part of the Contract unless the same shall have been expressly incorporated into the Contract.

- (c) The Technical Proposal will be evaluated to examine the responsiveness and to assess the capability of the Tenderer in executing the proposed work.

B. Technical Proposal

The Tenderer shall be required to amplify, explain and develop the Tenderer's Technical Proposals in substantially greater detail during the Tender evaluation period such that they may be confirmed as complying clearly with the Part 2, Section VII-Employer's Requirements and can be incorporated into the Contract. Technical proposal shall be submitted as per **Annexure-2: Requirements for Tenderer's Technical Proposals, Section III, EQC**. Broad details of various items of Technical Proposal given in above Table are mentioned below:

B1 Proposed Works Programme and Proposed Design Submission Programme:

B1.1 The Tenderer shall submit with his Tender proposed Works Programme which shall indicate how the Tenderer intends to organise and carry out the Works and achieve Stages and

complete the whole of the Works by the appropriate Key Dates. Detailed requirements for the Proposed Works Programme are set out in **Annexure 1** to Section III, EQC.

B1.2 The Proposed Works Programme shall be prepared in terms of weeks from the Date for Commencement of Works.

B1.3 The Proposed Works Programme shall not in any event be construed as a submission of the Works Programme under Clause 8.3 of the GCC.

B1.4 The Tenderer shall submit with his Tender his proposed Design Submission Programme to cover the Design Phase. Such proposed programme shall:

- (a) be consistent with the Proposed Works Programme and accord with Appendix 4 of Section VII-9: Appendices to Part 2- Employer's Requirements;
- (b) make adequate allowance for periods of time for review by authorities whose approval is necessary;
- (c) include a schedule identifying, describing, cross-referencing and explaining the Design Packages and Submissions which the Tenderer intends to submit;
- (d) take due account of the design co-ordination interface periods during which the Contractor shall be required to undertake and complete all aspects of design co-ordination with Interfacing Contractors of C-23 and C-5 Packages.

The proposed Design Submission Programme submitted at the time of Tender shall be modified and developed as necessary to incorporate the Employer's requirements in respect of review by the Engineer.

B1.5 The Tenderer's attention is drawn to the requirements of Key Dates to Appendix 2 of Section VII-9 Appendices, Part 2 Employer's requirements regarding submission of Design Submission Programme.

B2 Proposed Construction Method Statement:

B2.1 The Tenderer shall submit with his Tender, the methods by which the Tenderer intends to construct the Works. The construction methods to be employed will be analysed during the Tender evaluation and their descriptions shall be in sufficient detail to allow a full appreciation of the Tenderer's proposals in relation to all aspects of the Works

B3 Outline Project Management Plan:

In order to ensure satisfactory execution, achievement of Key Dates and timely completion of the Works, the Tenderer shall submit an outline Project Management Plan with his Tender. This Plan, in co-ordination with the Proposed Works Programme shall clearly demonstrate the Tenderer's proposed management system, methods, procedures, processes, organization, sequences of activities etc., required to meet the Key Dates and the Completion Date. A narrative shall describe the sequence, nature and inter-relationship of the main activities including timing for exchange of information.

The Engineer shall review it and has the right to require necessary amendments to ensure that Key Dates will be met and that requirements for the activities of the Interfacing Contractors, have been catered for.

B4 Outline Quality Assurance and Quality Control Plan:

B4.1 The Contractor shall establish and maintain a Quality Assurance System in accordance with **Appendix 11** of Section VII-9: Appendices, Part 2 Employer's requirements for Design, Construction, procedures and the interfaces between them and other contractors.

This Quality Assurance system shall be applied without prejudice to, or without in any way limiting, any Quality Assurance Systems which the Tenderer already maintains.

B4.2 The Tenderer shall submit as part of his Tender Outline Quality Assurance and Quality Control Plan illustrating the intended means of compliance with **Appendix 11** of Section VII-9: Appendices, Part 2 Employer's requirements and setting out in summary form an adequate basis for the development of the more detailed documents required under Clause 4.9 of GCC. The Outline Quality Assurance and Quality Control Plan shall contain sufficient information to demonstrate clearly the proposed method of achieving the Tenderer's quality objectives with regard to the requirements of the Contract.

B5 Outline Environment, Social, Health and Safety Plan:

B5.1 The Tenderer shall submit as part of its Tender an Outline Environment, Social, Health and Safety Plan which shall contain sufficient information to demonstrate clearly the Tenderer's proposals for achieving effective and efficient Environment, Social, Health and Safety procedures, which shall also include aspects for use of blasting. The Outline Environment, Social, Health and Safety Plan should include an outline of the safety procedures and regulations to be developed and the mechanism by which they will be implemented for ensuring safety as required as per **Appendix 13**, ESHS Manual, Section VII-9: Appendices, Part 2: Employer's Requirements.

C. Evaluation of Technical Proposal

Evaluation of the Tenderer's Technical Proposal will be carried out based on the information furnished in Section IV- Tender Forms, TP-1 to TP-5. It is expected that the Tenderer visits the site and is fully of aware of all the work requirements under this Tender, and then prepares the Technical Proposal.

All Tenders which are found substantially responsive after Stage 3 evaluation will proceed to the next stage.

5. STAGE 4: Financial Evaluation

The activities in this Stage 4 will be in two (2) parts.

A. Evaluation of Compliance and Responsiveness

- (a) Under this Stage the following items will be checked:
 - (i) Whether the Letter of Tender-Financial Part is compliant (i.e. does not include any alteration to the basic terms and does not constitute an alternative offer).
 - (ii) Whether all Forms and Price Schedules have not been altered and are correctly completed and signed.

B. Detailed Financial Evaluation

- (a) After passing the above requirements, the Tender will then proceed for Financial Part evaluation in accordance with ITT 35.
- (b) In principle, the lowest evaluated Tender resulting from 'A' above will move to next stage as per ITT "J. Award of Contract", described in ITT Clauses 46 to 50.

ANNEXURE 1

Requirements for Proposed Works Programme

- (1) The Proposed Works Programme shall show how the Tenderer proposes to organise and carry out the Design and Construction Works and to achieve Stages and complete the whole of the Works by the given Key Dates.
- (2) The Proposed Works Programme or Programmes shall be developed as a critical path network using suitable software. The network must be fully resourced. The Works Programme shall show achievement of all Key Dates and Works Area Access Dates.
- (3) The Proposed Works Programme shall take account of the Tenderer's proposed Design Submission Programme and should indicate, as far as possible, dates and periods relating to interfaces with and between others including dates for submission of further documents required by the Contract and periods for their acceptance.
- (4) The Proposed Works Programme shall contain sufficient detail to assure the Employer of the feasibility of the plan and approach proposed by the Tenderer.
- (5) The Proposed Works Programme shall be accompanied by a narrative statement that shall describe Programme activities, assumptions and logic, and highlight the Tenderer's perception of the major constraints and critical areas of concern in the organisation, construction and completion of the Works. This narrative statement shall also indicate which elements of the Works the Tenderer intends to carry out off-Site with details of the proposed locations of where any such work is to be carried out, the facilities available.
- (6) All programmes shall include design, procurement periods, major material, offsite production/ prefabrication, temporary construction and interface with Interfacing Contractors.

ANNEXURE 2

Requirements for Tenderer's Technical Proposals

1. The Tenderer's Technical Proposals shall comply or, subject to reasonable development, be capable of complying with the Employer's Requirements in all respects. The Tenderer's Technical Proposals shall demonstrate such compliance. The Tenderer's Technical Proposals shall establish firmly the intended design and methodology for the Permanent Works.
2. The Tenderer's Technical Proposals shall cover the following:
 - 2.1 Construction of Tunnel (NATM)
 - (i) Proposed Construction methodology of Tunnel, Portals, permanent ventilation shafts, construction cum utility shaft
 - (ii) Proposed tunnelling equipment and machinery
 - (iii) Proposed construction methodology of cross passages
 - 2.2 Construction of Tunnel (Cut & Cover)
 - (i) Proposed Construction methodology of Tunnel
 - (ii) Proposed equipment and machinery
 - (iii) Proposed construction methodology of cross passages
3. The Tenderer's Technical Proposals shall include the following documents:
 - 3.1 **Drawings**

Drawing shall illustrate:

 - i) proposed primary support systems for NATM tunnels in rock and soil
 - ii) Proposed Portals P1 and P2
 - iii) Proposed Permanent Ventilation shafts and construction cum utility shaft
 - iv) Proposed secondary lining details
 - v) Proposed Cross passages
4. The Tender shall be accompanied by documents in amplification of the Tenderer's Technical Proposals, which shall include:
 - 4.1 **Technical Notes**

Such technical notes or notes on calculations necessary for understanding and explaining the Tenderer's Technical Proposals and proposed arrangements for primary and secondary support system for the tunnel.
 - 4.2 **Site Investigation Proposals**

Results of any site investigations undertaken by the Tenderer and proposals for site investigations to be undertaken by the Contractor indicating the nature of the investigations, locations and intended purposes with respect to design philosophy

at the time of initial design before start of the work and investigation to be undertaken during execution for validation and design modification depending upon geological conditions encountered during excavation.

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

(Reference to TDS-ITT 11.2 & 11.3, Section II, Part 1)

A. TECHNICAL PART

S. No.	Requirement of Tender Document	Ref. Clause of Tender documents	Tenderer's Name:	
			Whether information submitted (Yes/No/N.A.)	Ref. Pg No. in the Technical Submittal
1.	Letter of Tender-Technical Part	ITT 11.2 (a) and Section IV		
2.	Technical Part signed by authorized representative of the Tenderer	ITT 20.3		
3.	Tender Security -Online Receipt or Scanned copy of Bank Guarantee	ITT 19.1, ITT 19.3 and Appendix E of Section IV		
4.	Form ELI – 1.1: (a) Tenderer Information Form	ITT 17.1 and Appendix D of Section IV		
5.	Form ELI – 1.1: (b) Tenderer Information Form (JV/Consortium)	ITT 17.1 and Appendix D of Section IV		
6.	Form ELI – 1.2: Tenderer's JV Member Information Form	ITT 17.1 and Appendix D of Section IV		
7.	Form ELI – 1.3: Joint Venture/Consortium Agreement	ITT 17.1 and Appendix D of Section IV		
8.	Form ELI-1.4: Power of Attorney (POA) for Submitting Tender	ITT 20.3 and Appendix D of Section IV		
9.	Board Resolution in case of a Public/Private limited company/LLP	TDS ITT 20.3		
10.	Incorporation Certificate and Memorandum and Articles of Association (MOA & AOA) (in case of Private/Public Limited Company)	Note (iii) (d) of Form ELI 1.4		
11.	Incorporation Certificate and Limited Liability Membership Agreement in case of Limited Liability Membership firms.	Note (iii) (e) of Form ELI 1.4		
12.	Proprietorship Affidavit (in case the Tenderer is Proprietorship Tenderer)	Note (iii) (a) of Form ELI 1.4		

S. No.	Requirement of Tender Document	Ref. Clause of Tender documents	Tenderer's Name:	
			Whether information submitted (Yes/No/N.A.)	Ref. Pg No. in the Technical Submittal
13.	Partnership Deed (in case the Tenderer is Partnership Firm)	Note (iii) (b) of Form ELI 1.4		
14.	Form ELI-1.5: Power of Attorney (POA) for Authorized Signatory of Joint venture (JV) Members	ITT 20.4		
15.	Form ELI-1.6: Power of Attorney to Lead Member and Authorised Representative of Joint venture (JV)	ITT 20.4		
16.	In case of foreign tenderer, the Notarised POA/MOU/JV Agreement is notarised in the country of origin and stamped by India Embassy/ High Commission or Member Countries of Hague convention submitted these documents with "Apostille" stamp	Note (i) of Form ELI 1.4		
17.	Form CON - 1: Historical Contract Non-Performance, Pending Litigation and Litigation History	ITT 17.2 and Appendix D of Section IV		
18.	Form CON - 2: Environmental, Social, Health, and Safety Performance Declaration	ITT 17.2 and Appendix D of Section IV		
19.	Form FIN – 3.3.1: Financial Situation and Performance	ITT 17.2 and Appendix D of Section IV		
20.	Form FIN – 3.3.2: Average Annual Construction Turnover	ITT 17.2 and Appendix D of Section IV		
21.	Form FIN – 3.3.3: Financial Resources	ITT 17.2 and Appendix D of Section IV		
22.	Form FIN - 3.3.4: Bid Capacity	ITT 17.2 and Appendix D of Section IV		
23.	Form EXP – 3.4.1: General Construction Experience	ITT 17.2 and Appendix D of Section IV		
24.	Form EXP – 3.4.2(a): Specific Construction and Contract Management Experience	ITT 17.2 and Appendix D of Section IV		
25.	Form TP-1: Proposed Works Programme and proposed Design Submission Programme	ITT 16.1 and Appendix A of Section IV		

S. No.	Requirement of Tender Document	Ref. Clause of Tender documents	Tenderer's Name:	
			Whether information submitted (Yes/No/N.A.)	Ref. Pg No. in the Technical Submittal
26.	Form TP-2: Proposed Construction Method Statement	ITT 16.1 and Appendix A of Section IV		
27.	Form TP-3: Outline Project Management Plan	ITT 16.1 and Appendix A of Section IV		
28.	Form TP-4: Outline Quality Assurance and Quality Plan	ITT 16.1 and Appendix A of Section IV		
29.	Form TP-5: Outline Environment, Social, Health and Safety Plan	ITT 16.1 and Appendix A of Section IV		
30.	Undertaking for compliance to Employer's Requirement & Specification by Tenderer	FORM UT-1 of Section IV		
31.	Undertaking for Downloaded Tender Document	Form UT-2 of Section IV		
32.	In case of Certificate/documents translated in English from Foreign Language, copy of license of licensed translator issued by the competent authority in their country of origin	ITT 10.1 of Section II		
Note:				
(i) The check list is indicative and not exhaustive. The Tenderer must go through the complete tender documents and submit the required documents accordingly.				
(ii) If any of the above form or criteria is not applicable to the Tenderer, then they can simply indicate N.A. against the relevant column				
(iii) All Tender Forms contained in the Tender Documents must be fully and properly completed and all the forms must be returned signed by Authorized Representative of the Tenderer.				

B. FINANCIAL PART

The Financial Part is provided in the Tender Documents in the form of MS-EXCEL file and PDF file. The Contract Price for the Works shall be quoted in the MS-EXCEL file provided on the e-procurement portal. The Tenderer shall download the MS-EXCEL file and after quoting their Contract Price, upload the same along with duly signed other PDF documents of Financial Part mentioned in (a) below as a ZIP file on e-procurement portal. The quoted Contract Price shall not be offered/quoted elsewhere in the Technical Part submission/ Tender submission. These prices shall include all costs associated with the contract including GST. The Tenderer shall complete the Financial Part in accordance with the instructions given in the Financial Part.

Following information are required to be submitted by Tenderers in their Financial Part:

(a) In PDF File

1. Letter of Tender – Financial Part

2. Appendix A to Financial Part: Schedule of Adjustment Data
 - Table A: Foreign Currency (FC)
 - Table B: Summary of Payment Currencies
3. Appendix B to Financial Part: Price Schedules
 - Contract Price comprises of the following Schedules:

Schedule	Description
A	Lump Sum component of Works
B	Other civil Works
C	Item rate for miscellaneous works

(b) In MS-Excel File

Price Schedule for quoting Price for the Works against each Schedule.

I hereby confirm that:

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

Seal:

Date:

(Signature of Authorized representative of Tenderer)

Section IV - Tender Forms

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Letter of Tender – Technical Part

INSTRUCTIONS TO TENDERERS: DELETE THIS BOX ONCE YOU HAVE COMPLETED THE DOCUMENT

The Tenderer must prepare this Letter of Tender on stationery with its letterhead clearly showing the Tenderer's complete name and business address.

Note: All italicized text is to help Tenderers in preparing this form.

Date of this Tender submission: [*insert date (as day, month and year) of Tender submission*]

Tender No.: HORC/HRIDC/C-4/2022

To:

Chief Project Manager,
Haryana Rail Infrastructure Development Corporation Limited (HRIDC),
Plot no.143, 5th floor,
Railtel Tower, Sector-44
Gurugram – 122003
Tel: +91 9311478893

We, the undersigned, hereby submit our Tender, in two parts sealed separately, namely: (a) the Technical Part; and (b) the Financial Part.

In submitting our Tender, we declare that:

- (a) **No Reservations:** We have examined and have no reservations to the Tender Document, including Addenda issued in accordance with ITT 8;
- (b) **Eligibility:** We meet the eligibility requirements and have no conflict of interest in accordance with ITT 4;
- (c) **Tender-Securing Declaration:** We have not been suspended nor declared ineligible by the Employer based on execution of a Tender-Securing or Proposal-Securing Declaration in the Employer's Country in accordance with ITT 4.7;
- (d) **Conformity:** We offer to execute in conformity with the Tender Document and in accordance with the implementation and completion specified in the construction schedule, the following Works: [*insert a brief description of the Works*];

_____;

- (e) **Tender Validity Period:** Our Tender shall be valid for the period specified in TDS 18.1 (as amended, if applicable) from the date fixed for the Tender submission deadline specified in TDS 22.1 (as amended, if applicable), and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- (f) **Performance Security** If our Tender is accepted, we commit to obtain a Performance Security in accordance with the Tender Document;
- (g) **One Tender Per Tenderer:** We are not participating, as a Tenderer, either individually or as a Joint Venture member, in more than one Tender in this tendering process, and meet the requirements of ITT 4.3;
- (h) **Suspension and Debarment:** We, along with any of our subcontractors, suppliers, consultants, manufacturers, or service providers for any part of the contract, are not subject to, and not controlled by any entity or individual that is subject to, a temporary suspension or a debarment or any ineligibility imposed or recognized by the Bank. Further, we are not ineligible under the Employer's Country laws or official regulations or pursuant to a decision of the United Nations Security Council;
- (i) **State-Owned Enterprise or Institution:** *[select the appropriate option and delete the other] [We are not a state-owned enterprise or institution] / [We are a state-owned enterprise or institution but meet the requirements of ITT 4.6];*
- (j) **Binding Contract:** We understand that this Tender, together with your written acceptance thereof included in your Letter of Acceptance, shall constitute a binding contract between us, until a formal contract is prepared and executed;
- (k) **Employer Not Bound to Accept:** We understand that you are not bound to accept the lowest evaluated cost Tender, the Most Advantageous Tender or any other Tender that you may receive;
- (l) **Prohibited Practice:** We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf engages in any type of Prohibited Practice; and
- (m) **Inspection and Audit:** We agree to permit the Bank or its representative to inspect our accounts and records and other documents relating to the tender submission and to have them audited by auditors appointed by the Bank.
- (n) We declare and certify that we have not made any misleading or false representation in the forms, statements and attachments in proof of the qualification requirements.
- (o) We declare that the information and documents submitted along with the tender by us are correct and we are fully responsible for the correctness of the information and documents, submitted by us.
- (p) *[select the appropriate option and delete whichever is not applicable] [We declare and certify that financial data as per the balance sheets for last three financial years including that for the latest concluded financial year are being submitted] **OR** [We declare and*

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

Name of the Tenderer*: [*insert complete name of the Tenderer*]

Name of the person duly authorized to sign the Tender on behalf of the Tenderer: **[*insert complete name of person duly authorized to sign the Tender*]

Title of the person signing the Tender: [*insert complete title of the person signing the Tender*]

Signature of the person named above: [*insert signature of person whose name and capacity are shown above*]

Date signed [*insert date of signing*] **day of** [*insert month*], [*insert year*]

*: In the case of the Tender submitted by joint venture/Consortium specify the name of the Joint Venture/Consortium as Tenderer

** : Person signing the Tender shall have the power of attorney given by the Tenderer. The power of attorney shall be attached with the Letter of Tender-Technical Part.

Appendix A to Technical Part: Technical Proposal

[Ref. ITT Sub-Clause 16.1, Clause 4 of Section III, Evaluation and Qualification Criteria (EQC) and Annexure 1 and Annexure2 to Section III, EQC]

- 1. Proposed Works Programme and proposed Design Submission Programme**
- 2. Proposed Construction Method Statement**
- 3. Outline Project Management Plan**
- 4. Outline Quality Assurance and Quality Plan**
- 5. Outline Environment, Social, Health and Safety Plan**

Form TP-1

Proposed Works Programme and proposed Design Submission Programme

[Ref. Sub-Clause B1 of Clause 4 Stage 3: Technical Proposal Evaluation, Section III, Evaluation and Qualification Criteria (EQC) and Annexure 1 to Section III EQC]

(To be submitted by the Tenderer)

Form TP-2

Proposed Construction Method Statement

[Ref. Sub-Clause B3 of Clause 4 Stage 3: Technical Proposal Evaluation, Section III, Evaluation and Qualification Criteria (EQC) and Annexure 2 to Section III EQC]

(To be submitted by the Tenderer)

Form TP-3

Outline Project Management Plan

*[Ref. Sub-Clause B4 of Clause 4 Stage 3: Technical Proposal Evaluation, Section III,
Evaluation and Qualification Criteria (EQC)]*

(To be submitted by the Tenderer)

Form TP-4

Outline Quality Assurance and Quality Control Plan

*[Ref. Sub-Clause B5 of Clause 4 Stage 3: Technical Proposal Evaluation, Section III,
Evaluation and Qualification Criteria (EQC)]*

(To be submitted by the Tenderer)

Form TP-5

Outline Environment, Social, Health and Safety Plan

*[Ref. Sub-Clause B6 of Clause 4 Stage 3: Technical Proposal Evaluation, Section III,
Evaluation and Qualification Criteria (EQC)]*

(To be submitted by the Tenderer)

Appendix B to Technical Part: DELETED

Appendix C to Technical Part: DELETED

Appendix D to Technical Part: Tenderer's Qualification

To establish its qualifications to perform the contract in accordance with Section III, Evaluation and Qualification Criteria the Tenderer shall provide the information requested in the corresponding Information Sheets included hereunder.

Form ELI-1.1(a)

Tenderer Information Form (Single Entity)

Date: _____
 Tender No. and title: _____
 Page _____ of _____ pages

Tenderer's name
Tenderer's actual or intended country of registration: <i>[indicate country of Constitution]</i>
Tenderer's actual or intended year of incorporation:
Tenderer's legal address [in country of registration]:
Tenderer's authorized representative information Name: _____ Address: _____ Mobile number: _____ Telephone/Fax numbers: _____ E-mail address: _____
Attached are copies of original documents of <input type="checkbox"/> Articles of Incorporation (or equivalent documents of constitution or association), and/or documents of registration of the legal entity named above, in accordance with ITT 4.4 <input type="checkbox"/> In case of state-owned enterprise or institution, in accordance with ITT 4.6, documents establishing: <ul style="list-style-type: none"> • Operation on a commercial basis; • Financial and managerial autonomy; • Day-to-day management not controlled by the government; and • Not under the supervision of the Employer or its procuring agency.

Tenderer's Authorized Representative

Signature:
 Date:
 Company stamp:

Form ELI-1.1 (b)
Tenderer Information Form (JV/Consortium)
 [Ref. ITT Sub-Clause 17.1]

Date: _____
 Tender No. and title: _____
 Page _____ of _____ pages

Tenderer's JV name
Name of each member of JV/Consortium:
Tenderer's actual or intended country of registration: <i>[indicate country of Constitution]</i>
Tenderer's actual or intended year of incorporation:
Tenderer's legal address [in country of registration]:
*Tenderer's authorized representative information Name: _____ Address: _____ Mobile number: _____ Telephone/Fax numbers: _____ E-mail address: _____
Attached are copies of original documents of <input type="checkbox"/> In case of intended JV, letter of intent to form JV or JV agreement, in accordance with ITT 4.1

Tenderer's Authorized Representative

Signature:

Date:

Company stamp:

Note:

1. *Tenderer's Authorized Representative shall be from Lead Member of JV/Consortium.

Form ELI-1.2**Tenderer's JV Member Information Form**

[Ref. ITT Sub-Clause 17.1]

(To be completed for each member of Tenderer's JV)

Date: _____

TENDER No. and title: _____

Page _____ of _____ pages

Tenderer's JV name:
JV member's name:
JV member's country of registration:
JV member's year of constitution:
JV member's legal address in country of constitution:
JV member's authorized representative information Name: _____ Address: _____ Mobile: _____ Telephone/Fax numbers: _____ E-mail address: _____
Attached are copies of original documents of <input type="checkbox"/> Articles of Incorporation (or equivalent documents of constitution or association), and/or registration documents of the legal entity named above, in accordance with ITT 4.4. <input type="checkbox"/> In case of a state-owned enterprise or institution, documents establishing operation on a commercial basis; financial and managerial autonomy; day-to-day management not controlled by the government; and not under the supervision of the Employer or its procuring agency, in accordance with ITT 4.6.

Tenderer's Authorized Representative

Signature:

Date:

Company stamp:

Form ELI-1.3

Joint Venture/Consortium Agreement [Ref. ITT Sub-Clause 4.1 and ITT Sub-Clause 11.5]

The Members of the Joint Venture/Consortium shall provide Joint Venture/Consortium Agreement for Joint Venture Participation in the name of M/s.....of which includes at least the followings: -

- (i) M/s having its registered office at (hereinafter referred to as) acting as the Lead Member of the first part;
- and
- (ii) M/shaving its registered office at (hereinafter referred to as `.....`) in the capacity of a Joint Member of the other part;
- and
- (iii) M/shaving its registered office at (hereinafter referred to as `.....`) in the capacity of a Joint Member of the other part.

The expressions of (i) ,..... (ii) (iii) (names of JV/Consortium Members) shall wherever the context admits, mean and include their respective legal representatives, successors-in-interest and assigns and shall collectively be referred to as “ the Parties” and individually as “ the Party”

WHEREAS:

Haryana Orbital Rail Corporation Ltd. [hereinafter referred to as “Employer”] has invited tenders for “[Insert name of work].....”

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. The following documents shall be deemed to form and be read and construed as an integral part of this JV agreement.
 - i) Specific Procurement Notice, ii) Tender document, iii) Any Addendum/ Corrigendum issued by Haryana Rail Infrastructure Development Corporation Ltd.
 - iv) The Tender submitted on our behalf jointly by the Lead Member/ authorised representative.
2. The `Parties` have studied the documents and have agreed to participate in submitting a tender jointly in the name of-----.
3. M/sshall be the lead Member of the JV/ Consortium for all intents and purpose and shall represent the Joint Venture/Consortium in its dealing with the Employer. For the purpose of submission of tenders, the parties agree to nominate as the Lead Member duly authorized to sign and submit all documents and subsequent clarifications, if any, to the Employer. However, M/s shall not

submit any such tenders, clarifications or commitments before securing the written clearance of the other Member which shall be expeditiously given by M/s.....and M/s..... to M/s.....

4. The 'Parties' have resolved that the distribution of share and responsibilities between the JV/Consortium Members is as under:-

- (a) Lead Member Name.....and share% ;
- (b) Joint Venture /Consortium Member Name.....and share% ;
- (c) Joint Venture /Consortium Member Name.....and share% ;

5. JOINT AND SEVERAL RESPONSIBILITIES

The Parties undertake that they shall be jointly and severally liable to the Employer in the discharge of all the obligations and liabilities as per the contract with the Employer and for the performance of contract awarded to their JV/Consortium

6. ASSIGNMENT AND THIRD PARTIES

The parties shall co-operate throughout the entire period of this Joint Venture Agreement on the basis of exclusivity and neither of the Parties shall make arrangement or enter into agreement either directly or indirectly with any other party or group of parties on matters relating to the Project except with prior written consent of the other party and the Employer.

7. EXECUTIVE AUTHORITY

The said Joint Venture/ Consortium through its authorized representative shall receive instructions from the Employer. The management structure for the project shall be prepared by mutual consultations to enable completion of project to quality requirements within permitted cost and time.

8. PROPOSAL SUBMISSION

Each Party shall bear its own cost and expenses for preparation and submission of the tender and all costs until conclusion of a contract with the Employer for the Project. Common expenses shall be shared by all the parties in the ratio of their actual participation.

9. INDEMNITY

Each party hereby agrees to indemnify the other party against its respective parts in case of breach/default of the respective party of the contract works of any liabilities sustained by the Joint Venture/ Consortium.

10. For the execution of the respective portions of works, the parties shall make their own arrangements to bring the required finance, plants and equipment, materials, manpower and other resources.

11. DOCUMENTS & CONFIDENTIALITY

Each Party shall maintain in confidence and not use for any purpose related to the Project all commercial and technical information received or generated in the course of preparation and submission of the tender.

12. ARBITRATION

Any dispute, controversy or claim arising out of or relating to this Joint Venture agreement shall be settled in the first instance amicably between the parties. If an amicable settlement cannot be reached as above, it will be settled by arbitration in accordance with the Indian Arbitration and Conciliation Act 1996 or any amendments thereof. The venue of the arbitration shall be _____.

13. VALIDITY

This Joint Venture agreement shall remain in force till the occurrence of the earliest of any of the following, unless by mutual consent, the Parties agree in writing to extend the validity for a further period.

- a. The Tender submitted by the Joint Venture/ Consortium is declared unsuccessful, or
- b. Cancellation/ shelving of the Project by the Employer for any reasons prior to award of work
- c. Execution of detailed JV /Consortium agreement by the parties, setting out detailed terms after award of work by the Employer.

14. This Joint Venture agreement is drawn in number of copies with equal legal strength and status. One copy is held by M/s and the other by M/s. and M/s. and a copy submitted with the tender.

15. This Joint Venture agreement shall be construed under the laws of India.

16. NOTICES BETWEEN JV/CONSORTIUM MEMBERS

Notices shall be given in writing by fax confirmed by registered mail or commercial courier to the following fax numbers and addresses:

Lead Member.	Other Member	Other Member
.....
.....
(Name & Address)	(Name & Address)	(Name & Address)

IN WITNESS WHEREOF THE PARTIES, have executed this MOU the day, month and year first before written

M/s.....	M/s.....	M/s.....
.....
(Seal)	(Seal)	(Seal)

Witness

- 1.....(Name & Address)
- 2..... (Name & Address)
- 3..... (Name & Address)

Form ELI-1.4

[Ref. ITT Sub-Clause 20.3]

Power of Attorney (POA) for Submitting Tender (For Single Entity/Sole Tenderer only)

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

Know all men by these presents, we..... (name and address of the registered office) do hereby constitute, appoint and authorise Mr/Ms..... (name and residential address) who is presently employed with us and holding the position ofas our attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our tender for the work of “**C-4: Composite Contract package in connection with New BG Railway Line of HORC project for:**

- (i) Design & Construction of Twin Tunnel using NATM and Cut & Cover method from km 24.880 to km 29.580;
- (ii) Design & Installation of Ballastless Track (excluding supply of rails) from km 24.856 to km 29.680;
- (iii) Detailed Design, Supply, Installation, Testing & Commissioning of General Electrical Services including Supply, Erection, Testing and Commissioning of 11kV HT/LT Power and Control Cable Network, GIS Substation (11/0.433) kVA, Tunnel lighting system etc. from km 24.880 to km 29.680;
- (iv) Design & Construction of Embankment, Bridges and other miscellaneous works from km 12.00 to km 18.00”,

including signing and submission of all documents and providing information/ responses to Haryana Rail Infrastructure Development Corporation Ltd (HRIDC), representing us in all matters before HRIDC, and generally dealing with HRIDC in all matters in connection with our tender for the said project.

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

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

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

Notes:

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

Form ELI-1.5

Power of Attorney (POA) for Authorized Signatory of Joint Venture (JV)/ Consortium Members

[Ref. ITT Sub-Clause 20.4]

(To be submitted by Tenderer's each JV member)

POWER OF ATTORNEY*

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

Know all men by these presents, we..... do hereby constitute, appoint and authorise Mr/Ms. who is presently employed with us and holding the position ofas our attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our tender for the work of “**C-4: Composite Contract package in connection with New BG Railway Line of HIRC project for:**

- (i) Design & Construction of Twin Tunnel using NATM and Cut & Cover method from km 24.880 to km 29.580;
- (ii) Design & Installation of Ballastless Track (excluding supply of rails) from km 24.856 to km 29.680;
- (iii) Detailed Design, Supply, Installation, Testing & Commissioning of General Electrical Services including Supply, Erection, Testing and Commissioning of 11kV HT/LT Power and Control Cable Network, GIS Substation (11/0.433) kVA, Tunnel lighting system etc. from km 24.880 to km 29.680.
- (iv) Design & Construction of Embankment, Bridges and other miscellaneous works from km 12.00 to km 18.00”, including signing and submission of all documents, withdrawal, substitution and modification of tender and providing information/ responses to Haryana Rail Infrastructure Development Corporation Ltd, representing us in all matters, dealing with Haryana Rail Infrastructure Development Corporation Ltd. in all matters in connection with our tender for the said project.

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

Dated this the day of 20..

(Signature of authorised Signatory in token of **Acceptance of POA**)

.....
(Signature and Name in Block letters of Signatory)
Seal of Company

Witness

Witness 1:

Name:

Address:

Occupation:

Witness 2:

Name:

Address:

Occupation:

**Notes:*

- i) To be executed by all the Members individually, in case of a Joint Venture/Consortium.
- ii) The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure.

Form ELI-1.6**Power of Attorney to Lead Member and Authorized Representative of Joint Venture (JV)/ Consortium**

[Ref. ITT Sub-Clause 20.4]

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

POWER OF ATTORNEY¹

Whereas Haryana Rail Infrastructure Development Corporation Ltd. has invited Tenders for the work of

Whereas, the Members of the Joint Venture/Consortium comprising

1. M/s.,

2. M/s.,

and

3. M/s.,

are interested in submission of tender for the work of “C-4: Composite Contract package in connection with New BG Railway Line of HORC project for:

(i) Design & Construction of Twin Tunnel using NATM and Cut & Cover method from km 24.880 to km 29.580;

(ii) Design & Installation of Ballastless Track (excluding supply of rails) from km 24.856 to km 29.680;

(iii) Detailed Design, Supply, Installation, Testing & Commissioning of General Electrical Services including Supply, Erection, Testing and Commissioning of 11kV HT/LT Power and Control Cable Network, GIS Substation (11/0.433) kVA, Tunnel lighting system etc. from km 24.880 to km 29.680;

(iv) Design & Construction of Embankment, Bridges and other miscellaneous works from km 12.00 to km 18.00” in accordance with the terms and conditions contained in the tender documents.

Whereas, it is necessary for the Members of the Joint Venture to designate one of them as the Lead Member as the authorized representative, with all necessary power and authority to do, for and on behalf of the Joint Venture/ Consortium, all acts, deeds and things as may be necessary in connection with the Joint Venture’s tender for the project.

NOW THIS POWER OF ATTORNEY WITNESSETH THAT:

We, M/s. (Lead Member). M/s_____ and M/s_____ hereby designate M/s., being one of the Members of the Joint Venture, as the Lead Member of the Joint Venture and designate Mr/Ms. _____ being authorized representative of the Joint Venture, to do on behalf of the Joint Venture, all or any of the acts, deeds or things necessary or incidental to the Joint Venture’s tender for the contract, including submission of tender, withdrawal, substitution and modification of tender, participating in conferences, responding to queries, submission of information/ documents and generally to represent the Joint Venture in all its dealings with the Employer or any other Government Agency or any person, in connection with the contract for the said work until culmination of the process of tendering till the contract agreement is entered into with the Haryana Orbital Rail Corporation Limited and thereafter till the expiry of the contract agreement.

We hereby agree to ratify all acts, deeds and things lawfully done by Lead Member, our said attorney, pursuant to this power of attorney and that all acts deeds and things done by our aforesaid attorney shall and shall always be deemed to have been done by us/ Joint Venture.

Dated this the Day of 20.....

(Signature) (Signature) (Signature)
.....
(Name in Block letters of all Executants with Seal of Company)

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

Witness 1: Witness 2:
Name: Name:
Address: Address:
Occupation: Occupation:

Notes:

- 1. To be executed by all the Authorized POA holders of each Members of the JV/Consortium.
2. The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and

when it is so required the same should be under common seal affixed in accordance with the required procedure.

3. Authorized Representative of Tenderer's JV shall be from Lead Member of JV/Consortium.

Form CON-1

Historical Contract Non-Performance, Pending Litigation and Litigation History

[Ref. ITT Sub-Clause 17.2 and Section III, Evaluation and Qualification Criteria, Sub-Clause 3.2.1 and Sub-Clause 3.2.3]

[The following table shall be filled in for the Tenderer or in case of JV/Consortium, each member of a Joint Venture/Consortium]

Tender No.: HORC/HRIDC/C-4 /2022

Tenderer's Name: _____

JV Member's Name _____

Page _____ of _____ pages

1. Non-Performed Contracts in accordance with Section III, Evaluation and Qualification Criteria			
Description			YES/NO
(i) Whether Contract(s) Non-Performance occurred as a result of Contractor's default since 1st April 2017 specified in Section III, Evaluation and Qualification Criteria, requirement 3.2.1			
(ii) If answer to (i) above is YES, then following details to be submitted:			
Year	Non-performed portion of contract	Contract Identification	Total Contract Amount (current value, currency, exchange rate and INR equivalent)
<i>[insert year]</i>	<i>[insert amount and percentage]</i>	Contract Identification: <i>[indicate complete contract name/ number, and any other identification]</i> Name of Employer: <i>[insert full name]</i> Address of Employer: <i>[insert street/city/country]</i> Reason(s) for nonperformance: <i>[indicate main reason(s)]</i>	<i>[insert amount]</i>

2. Pending Litigation, in accordance with Section III, Evaluation and Qualification Criteria	
Description	YES/NO
(i) Whether any litigation is still pending against the Contractor in accordance with Section III, Evaluation and Qualification Criteria, Sub-Clause 3.2.3.	
(ii) If answer to (i) above is YES, then following details to be submitted:	

Year of dispute	Amount in dispute (currency)	Contract Identification	Total Contract Amount (currency), INR Equivalent (exchange rate)
		Contract Identification: _____ Name of Employer: _____ Address of Employer: _____ Matter in dispute: _____ Party who initiated the dispute: _____ Status of dispute: _____	
		Contract Identification: Name of Employer: Address of Employer: Matter in dispute: Party who initiated the dispute: Status of dispute:	

3. Litigation History in accordance with Section III, Evaluation and Qualification Criteria (Not Applicable)

Tenderer’s Authorized Representative

Signature:
 Date:
 Company stamp:

Chartered Accountant/Company Auditor/Statutory Auditor

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

Signature:
 Name:
 Position:
 Date:

Form CON-2

Environmental, Social, Health, and Safety Performance Declaration

[Ref. ITT Sub-Clause 17.2 and Section III, Evaluation and Qualification Criteria, Sub-Clause 3.2.5]

[The following table shall be filled in for the Tenderer or in case of JV/Consortium, each member of a Joint Venture/Consortium]

Tender No.: HORC/HRIDC/C-4 /2022

Tenderer's Name: _____

JV Member's Name _____

Page _____ of _____ pages

Environmental, Social, Health, and Safety Performance Declaration in accordance with Sub-Clause 3.2.5, Section III, Qualification Criteria and Requirements			
Description			YES/NO
<p>(i) Declaration of suspension or termination of contract:</p> <p>Whether contract(s) has/have been suspended or terminated and/or Performance Security called by an employer(s) for reasons related to Environmental, Social, Health, or Safety (ESHS) performance since the date specified in Section III, Qualification Criteria, and Requirements, Sub-Clause 3.2.5.</p>			
<p>(ii) If answer to (i) above is YES, then following details to be submitted:</p>			
<p>a. Details of Contract(s) suspended/terminated by an employer(s) for reasons related to ESHS performance</p>			
Year	Suspended or terminated portion of contract	Contract Identification	Total Contract Amount (current value, currency, exchange rate and INR equivalent)
<i>[insert year]</i>	<i>[insert amount and percentage]</i>	Contract Identification: <i>[indicate complete contract name/ number, and any other identification]</i> Name of Employer: <i>[insert full name]</i> Address of Employer: <i>[insert street/city/country]</i> Reason(s) for suspension or termination: <i>[indicate main reason(s)]</i>	<i>[insert amount]</i>

<i>[insert year]</i>	<i>[insert amount and percentage]</i>	Contract Identification: <i>[indicate complete contract name/ number, and any other identification]</i> Name of Employer: <i>[insert full name]</i> Address of Employer: <i>[insert street/city/country]</i> Reason(s) for suspension or termination: <i>[indicate main reason(s)]</i>	<i>[insert amount]</i>
...	...	<i>[list all applicable contracts]</i>	...
b. Details of Contract(s) in which Performance Security called by an employer(s) for reasons related to ESHS performance			
Year	Contract Identification		Total Contract Amount (current value, currency, exchange rate and INR equivalent)
<i>[insert year]</i>	Contract Identification: <i>[indicate complete contract name/ number, and any other identification]</i> Name of Employer: <i>[insert full name]</i> Address of Employer: <i>[insert street/city/country]</i> Reason(s) for calling of performance security: <i>[indicate main reason(s)]</i>		<i>[insert amount]</i>

Tenderer's Authorized Representative

Signature:

Date:

Company stamp:

Form FIN-3.3.1:**Financial Situation and Performance**

[Ref. ITT Sub-Clause 17.2 and Section III, Evaluation and Qualification Criteria, Sub-Clause 3.3.1 (iii)]

[The following table shall be filled in for the Tenderer or in case of JV/Consortium, each member of a Joint Venture/Consortium]

Tender No.: HORC/HRIDC/C-4 /2022

Tenderer's Name: _____

JV Member's Name: _____

Page _____ of _____ pages

Financial data

(All amounts in Millions)

Type of Financial information in (currency)	Historic information for last three Financial Years, (amount in currency, currency, exchange rate*, INR equivalent)		
	Year 1: 2019-20	Year 2:2020-21	Year 3:2021-22
	Statement of Financial Position (Information from Balance Sheet)		
Total Assets (TA)			
Total Liabilities (TL)			
Total Equity/Net Worth (NW) = TA-TL			
Current Assets (CA)			
Current Liabilities (CL)			
Working Capital (WC)			
Total Revenue (TR)			
Profits Before Taxes (PBT)			

*Refer to Notes: Exchange Rate for Qualification Criteria, Section III, EQC.

Notes:

- (i) *In case, the Financial Year is the same as the Calendar Year, the financial data for the year 2019, 2020 and 2021 shall be furnished.*
- (ii) *The Tenderer is not required to submit any document as documentary evidence along with the Tender Documents. All information furnished in this form shall be certified by a Chartered Accountant/Company Auditor/Statutory Auditor.*
- (iii) *The Form duly certified by a Chartered Accountant/Company Auditor/Statutory Auditor shall also be signed by Tenderer’s Authorized representative.*
- (iv) *The above documents shall reflect the financial situation of the legal entity or entities comprising the Tenderer and not the Tenderer’s parent companies, subsidiaries, or affiliates.*
- (v) *In the event that the audited accounts for the latest concluded Financial Year are not available, the Tenderer shall furnish information pertaining to the last three financial years after ignoring the latest concluded financial year. In case, the Tenderer submits audited financial information for the last four or more years, only the figures for the latest three years shall be considered for evaluation.*
- (vi) *In case audited balance sheet of the last financial year is not available with the Tenderer, he will declare the same vide item (p) prescribed in the Letter of Tender-Technical Part.*
- (vii) ***If the value of Net Worth is not submitted for any of the last three years, the Tender shall be considered non-responsive and shall be summarily rejected.***

Tenderer’s Authorized Representative

Signature:

Date:

Company stamp:

Chartered Accountant/Company Auditor/Statutory Auditor

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

Signature:

Name:

Position:

Date:

Company:

Company stamp:

Membership No:

Address:

Contact No:

Email ID:

Form FIN-3.3.2:**Average Annual Construction Turnover**

[Ref. ITT Sub-Clause 17.2, Section III, Evaluation and Qualification Criteria, Sub-Clause 3.3.1 (ii) and Sub-Clause 3.3.2]

[The following table shall be filled in for the Tenderer or in case of JV/Consortium, each member of a Joint Venture/Consortium]

Tender No.: HORC/HRIDC/C-4 /2022

Tenderer's Name: _____

JV Member's Name: _____

Page _____ of _____ pages

(All amounts in Millions)

Annual Turnover Data for the Last Three (03) Financial Years (Construction Only)			
Year	Amount Currency	*Exchange Rate	INR Equivalent
2019-20	<i>[insert amount and indicate currency]</i>		
2020-21			
2021-22			
Average Annual Construction Turnover for last 3 financial years			

* See Section III, Evaluation and Qualification Criteria, Sub-Clause 3.3.2.

Notes:

- (i) *In case, the Financial Year is the same as the Calendar Year, the turnover for the year 2019, 2020 and 2021 shall be furnished.*
- (ii) *The Average Annual Construction Turnover shall be calculated by adding the turnover amount of last three financial years divided by three.*
- (iii) *The Tenderer is not required to submit any document as documentary evidence along with the Tender Documents. All information furnished in this form shall be certified by a Chartered Accountant/Company Auditor/Statutory Auditor.*
- (iv) *The Form duly certified by a Chartered Accountant/Company Auditor/Statutory Auditor shall also be signed by Tenderer's Authorized representative.*

- (v) *The above documents shall reflect the financial situation of the legal entity or entities comprising the Tenderer and not the Tenderer’s parent companies, subsidiaries, or affiliates.*
- (vi) *In the event that the audited accounts for the latest concluded Financial Year are not available, the Tenderer shall furnish information pertaining to the last three financial years after ignoring the latest concluded financial year. In case, the Tenderer submits audited financial information for the last four or more years, only the figures for the latest three years shall be considered for evaluation.*
- (vii) *In case audited balance sheet of the last financial year is not available with the Tenderer, he will declare the same vide item (p) prescribed in the Letter of Tender-Technical Part.*
- (viii) *If the value of Annual construction Turnover is not submitted for any of the last three years prescribed in Financial Data, the Tender shall be evaluated by considering “NIL” Turnover for that year(s).*

Tenderer’s Authorized Representative

Signature:

Date:

Company stamp:

Chartered Accountant/Company Auditor/Statutory Auditor

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

Signature:

Name:

Position:

Date:

Company:

Company stamp:

Membership No:

Address:

Contact No:

Email ID:

Form FIN-3.3.3:**Sources of Finance for the Subject Contract**

[Ref. ITT Sub-Clause 17.2 and Section III, Evaluation and Qualification Criteria, Sub-Clause 3.3.1 (i)]

[The following table shall be filled in for the Tenderer or in case of JV/Consortium, each member of a Joint Venture/Consortium]

Tender No.: HORC/HRIDC/C-4 /2022

Tenderer's Name: _____

JV Member's Name: _____

Page _____ of _____ pages

Tenderer should specify proposed sources of financing, such as liquid assets, unencumbered real assets, lines of credit, and other financial means, net of current contract commitments, available to meet the total construction cash flow demands of the subject contract **i.e. Package C-4.**

(All amounts in Millions)

No.	Source of financing	Amount (INR equivalent)
1		
2		
3		
Total Sources of Finance for the subject Contract		

- (i) *The Tenderer is not required to submit any document as documentary evidence along with the Tender Documents. All information furnished in this Form shall be certified by a Chartered Accountant/Company Auditor/Statutory Auditor.*
- (ii) *The Form duly certified by a Chartered Accountant/Company Auditor/Statutory Auditor shall also be signed by Tenderer's Authorized representative.*
- (iii) *The above documents shall reflect the financial situation of the legal entity or entities comprising the Tenderer and not the Tenderer's parent companies, subsidiaries, or affiliates.*

Tenderer's Authorized Representative

Signature:

Date:

Company stamp:

Chartered Accountant/Company Auditor/Statutory Auditor

Certified that the information furnished above is correct.

Signature:

Name:

Position:

Date:

Company:

Company stamp:

Membership No:

Address:

Contact No:

Email ID:

Form FIN-3.3.4:

Bid Capacity

[Ref. ITT Sub-Clause 17.2, Section III, Evaluation and Qualification Criteria, Sub-Clause 3.3.1 (ii)]

[The following table shall be filled in for the Tenderer or in case of JV/Consortium, each member of a Joint Venture/Consortium]

Tender No.: HORC/HRIDC/C-4 /2022

Tenderer's Name: _____

JV Member's Name _____

Page _____ of _____ pages

1.0 Bid Capacity:

The available bid capacity shall be calculated as under:

Available Bid Capacity = $[A \times N \times 2] - 0.33 \times N \times B$

Where,

A = Maximum value of construction works executed and payment received in any one of the previous three financial years, taking into account the completed as well as works in progress.

N = Number of years prescribed for completion of work for which Tender has been invited (**i.e. 2.67 years**).

B = Existing commitments and balance amount of ongoing works with tenderer and also the works which are awarded to tenderer but yet not started upto the date of inviting the Tender.

Note:

(a) The Tenderer(s) shall furnish the details of :

- (i) Maximum value of construction works executed and payment received in any one of the previous three financial years for calculating 'A', and
- (ii) Existing commitments and balance amount of ongoing works with tenderer and also the works which are awarded to tenderer but yet not started upto the date of inviting the Tender for calculating 'B'. The details shall be submitted in the prescribed proforma given under **2.0 below**. In case of no works in hand, a 'NIL' statement should be furnished.

The submitted details for (i) and (ii) above should be duly verified by Chartered Accountant.

(b) In case if a tenderer is JV, the Tenderer(s) must furnish the details of:

- (i) Maximum value of construction works executed and payment received in any one of the previous three financial years by each member of JV for calculating 'A', and

- (ii) Existing commitments and balance amount of ongoing works with each member of JV either in individual capacity or as a member of other JV and also the works which are awarded to each member of JV either in individual capacity or as a member of other JV but yet not started upto the date of inviting the Tender for calculating 'B'. The details shall be submitted by each member of JV in the prescribed proforma given under **2.0 below**. In case of no works in hand, a 'NIL' statement should be furnished.

The submitted details for (i) and (ii) above should be duly verified by Chartered Accountant.

- (c) Value of a completed work/work in progress/work awarded but yet not started for a Member in an earlier JV/Consortium shall be reckoned only to the extent of the concerned member's share in that JV/Consortium for the purpose of satisfying his/her compliance to the above mentioned bid capacity in the tender under consideration.
- (d) For assessing the combined Bid capacity of JV/Consortium, the arithmetic sum of individual "Bid Capacity" of all the members shall be taken.
- (e) In case, the Tenderer/s failed to submit the above statement along with offer, their/his offer shall be considered as incomplete and will be rejected **summarily**.
- (f) **The Available Bid Capacity of Tenderer shall be assessed based on the details submitted by the tenderer.** In case, the available bid capacity is less than that prescribed in Sub-Clause 3.3.1 (ii), Section III, EQC , then the offer shall not be considered even if the Tenderer has been found eligible in other eligibility criteria/tender requirement.

2.0 Tenderer should provide information on their current commitments on all contract that have been awarded, or for which a letter of intent or acceptance has been received, or for contracts approaching completion, but for which an unqualified, full completion certificate is yet to be issued.

Current Contract Commitments /Works in Progress

(All amounts in INR)

S. No.	Name and Brief particulars of contract (Clearly indicate the part of the work assigned to the applicant)	Contract No. & Date	Name of client with telephone number	Contract Value in INR Equivalent (Give only the value of work assigned to the applicant)	Stipulated Period of completion	Value of balance work yet to be done in INR equivalent upto the date of inviting the Tender
(1)	(2)	(3)	(4)	(5)	(6)	(7)
Total value of balance work yet to be done in INR equivalent upto the date of inviting the Tender						B=

Notes:

- (i) Where a work is undertaken by a JV/Consortium, only that portion of the contract which is undertaken by the concerned applicant/member should be indicated and the remaining done by the other members of the JV/Consortium be excluded.
- (ii) The Tenderer is not required to submit any document as documentary evidence along with the Tender Documents. **All information furnished in this Form shall be certified by a Chartered Accountant/Company Auditor/Statutory Auditor.**
- (iii) The above documents shall reflect the financial situation of the legal entity or entities comprising the Tenderer and not the Tenderer's parent companies, subsidiaries, or affiliates.

"Certified that current commitments on all the contracts that have been awarded or for which a letter of intent or acceptance has been received or for the works in progress or the works approaching completion, value of outstanding work has been indicated in the above table correctly. It is further certified that if later on the Employer discovers that information provided in the table is incorrect then the Employer will treat our Tender invalid and it will be liable for rejection"

3.0 Calculation of Available Bid Capacity

Description	Value
A = Maximum value of construction works executed and payment received in any one of the previous three financial years, taking into account the completed as well as works in progress as per Form FIN 3.3.2 (in INR Equivalent)	
N = Number of years prescribed for completion of work for which Tender has been invited (in years)	2.67
B = Existing commitments and balance amount of ongoing works with tenderer and also the works which are awarded to tenderer but yet not started upto the date of inviting the Tender (in INR Equivalent)	
Bid Capacity (in INR Equivalent) = [A x N x 2] – 0.33xNx B	

Tenderer's Authorized Representative

Signature:

Date:

Company stamp:

Chartered Accountant/Company Auditor/Statutory Auditor

Certified that the information furnished above is correct.

Signature:

Name:

Position:

Date:

Company:

Company stamp:

Membership No:

Address:

Contact No:

Email ID:

Form EXP-3.4.1**General Construction Experience**

[Ref. ITT Sub-Clause 17.2 and Section III, Evaluation and Qualification Criteria, Sub-Clause 3.4.1]

[The following table shall be filled in for the Tenderer or in case of JV/Consortium, each member of a Joint Venture/Consortium]

Tender No.: HORC/HRIDC/C-4 /2022

Tenderer's Name: _____

JV Member's Name _____

Page _____ of _____ pages

Details of Works executed under construction contracts in the role of Prime Contractor or a JV member or a sub-contractor, starting 1st April 2015 till 28 days prior to deadline of Tender submission.

Starting Year	Ending Year	Contract Identification	Role of Tenderer [insert "Prime Contractor" or "JV member" or "Management Contractor" or "Sub-Contractor"]
		Contract name: _____ Brief Description of the Works performed by the Tenderer: _____ Amount of contract: _____ Name of Employer: _____ Address: _____	
		Contract name: _____ Brief Description of the Works performed by the Tenderer: _____ Amount of contract: _____ Name of Employer: _____ Address: _____	
		Contract name: _____	

		Brief Description of the Works performed by the Tenderer: _____ Amount of contract: _____ Name of Employer: _____ Address: _____	
--	--	--	--

Tenderer's Authorized Representative

Signature:

Date:

Company stamp:

Form EXP-3.4.2(a)**Specific Construction and Contract Management Experience**

[Ref. ITT Sub-Clause 17.2 and Section III, Evaluation and Qualification Criteria, Sub-Clause 3.4.2 (a)]

[The following table shall be filled in for the Tenderer or in case of JV/Consortium, each member of a Joint Venture/Consortium]

Tender No.: HORC/HRIDC/C-4 /2022

Tenderer's Name: _____

JV Member's Name _____

Page _____ of _____ pages

Similar Contract No.	Information		
Contract Identification			
Award date			
Completion date			
Role in Contract as Prime Contractor or Member in JV or Management Contractor or Sub-Contractor	<i>[insert the role in Contract]</i>		
Total Contract Amount	<i>[insert Contract amount(s) and currency(ies)]</i>		INR <i>[insert *exchange rate and total Contract amount in INR equivalent]</i>
If member in a JV or sub-contractor, specify participation in total Contract amount	<i>[insert Percentage participation]</i>	<i>[insert amount(s) and currency) of participation]</i>	<i>INR [insert exchange rate(i) and amount of participation in INR equivalent]</i>
Employer's Name:			
Address: Telephone/fax number E-mail:			
Description of the similarity in accordance with Sub-Clause 3.4.2(a) of Section III:			
1. Amount			
2.			

(i) Executed length of transportation tunnel by NATM (in Km) <p style="text-align: center;">OR</p> (ii) No. of underground metro rail stations executed by NATM	
---	--

**Refer to Notes: Exchange Rate for Qualification Criteria, Section III, EQC.*

Tenderer's Authorized Representative

Signature:

Date:

Company stamp:

Notes:

- (i) Value of completed work done by a Member in an earlier JV shall be reckoned as per the Note 2 given at the end of Sub-Clause 3.4.2(a), Section III, EQC for the purpose of satisfying his/her experience criteria mentioned in 3.4.2(a).*
- (ii) The Tenderer shall submit copy of certificates issued by the Employer (owner of the work) as documentary proof clearly indicating the similarity of the work as per Sub-Clause 3.4.2 (a), actual completion cost, actual completion date. Tender submitted without this documentary proof shall not be evaluated.*
- (iii) In case Tenderer submits work experience certificate issued by other than Govt. / Public Sector undertakings, the Tenderer shall also submit along with work experience certificate, the relevant copy of work order, bill of quantities, bill wise details of payment received duly certified by Chartered Accountant, TDS certificates for all payments received and copy of final/last bill paid by company in support of above work experience certificate.*
- (iv) If a tenderer has successfully completed a work as Sub-Contractor, the work experience certificate issued for such work to Sub-Contractor by the Employer (owner of the work) shall only be considered for the purpose of fulfillment of credentials. Tender submitted without this documentary proof shall be summarily rejected.*

Appendix E to Technical Part: Tender Security

The amount for Tender Security in INR can be paid online by eligible Tenderers on e-procurement Portal of Government of Haryana.

OR

Tender Security can be submitted in the form of unconditional and irrevocable Bank Guarantee in INR or USD from the banks specified in Sub-Clause ITT 19.3, Section II- TDS using the Tender Security Form given below:

Tender Security Form of Demand Guarantee

Beneficiary:

Chief Project Manager,
Haryana Rail Infrastructure Development Corporation Limited,
Plot No 143, 5th Floor, Railtel Tower,
Sector-44, Gurugram, Haryana-122003

Tender No: HORC/HRIDC/C-4/2022**Date:** _____ *[Insert date of issue]***TENDER SECURITY GUARANTEE No.:** _____**Guarantor:** *[Insert name and address of place of issue, unless indicated in the letterhead]*

We have been informed that _____ (hereinafter called "the Applicant") has submitted or will submit to the Beneficiary its Tender (hereinafter called "the Tender") for the execution of "C-4: Composite Contract package in connection with New BG Railway Line of HORC project for:

- (i) Design & Construction of Twin Tunnel using NATM and Cut & Cover method from km 24.880 to km 29.580;
- (ii) Design & Installation of Ballastless Track (excluding supply of rails) from km 24.856 to km 29.680;
- (iii) Detailed Design, Supply, Installation, Testing & Commissioning of General Electrical Services including Supply, Erection, Testing and Commissioning of 11kV HT/LT Power and Control Cable Network, GIS Substation (11/0.433) kVA, Tunnel lighting system etc. from km 24.880 to km 29.680;
- (iv) Design & Construction of Embankment, Bridges and other miscellaneous works from km 12.00 to km 18.00" under Tender No. HORC/HRIDC/C-4/2022.

Furthermore, we understand that, according to the Beneficiary's conditions, Tenders must be supported by a Tender guarantee.

At the request of the Applicant, we, as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of _____ (_____) upon receipt by us of the Beneficiary's complying demand, supported by the Beneficiary's statement, whether in the demand itself or a separate signed document accompanying or identifying the demand, stating that either the Applicant:

- (a) has withdrawn its Tender during the period of Tender validity set forth in the Applicant's Letter of Tender ("the Tender Validity Period"), or any extension thereto provided by the Applicant; or
- (b) having been notified of the acceptance of its Tender by the Beneficiary during the Tender Validity Period or any extension thereto provided by the Applicant, (i) has failed to execute the contract agreement, or (ii) has failed to furnish the Performance Security in accordance with the Instructions to Tenderers ("ITT") of the Beneficiary's Tender Document.

This guarantee will expire: (a) if the Applicant is the successful Tenderer, upon our receipt of copies of the contract agreement signed by the Applicant and the Performance Security issued to the Beneficiary in relation to such contract agreement; or (b) if the Applicant is not the successful Tenderer, upon the earlier of (i) our receipt of a copy of the Beneficiary's notification to the Applicant of the results of the Tendering process; or (ii) twenty-eight days after the end of the Tender Validity Period.

Consequently, any demand for payment under this guarantee must be received by us at the office indicated above on or before that date.

This guarantee is subject to the Uniform Rules for Demand Guarantees (URDG) 2010 Revision, ICC Publication No. 758.

[signature(s)]

Form of Tender-Securing Declaration

DELETED

FORM UT-1**Undertaking for compliance to Employer's Requirements & Specification by Tenderer**

1. We understand that our Technical Proposal are for assessment of eligibility requirements and the same have no bearing on our Financial Part. We undertake that the work will be executed as per provision of tender specifications/ drawings/ design basis report despite contrary provisions, if any, in our submission and nothing extra will be claimed on this account.
2. We hereby confirm that we will comply all the design requirement and codal provisions as specified in Tender documents and also confirm that due to any change in design/construction /methodology during the execution of work, nothing extra shall be claimed by us.
3. We understand that some of the parameters have been assumed or taken from Geo-Technical report for design purpose. The Geo-Technical report is for general information only. We hereby confirm that all the design/ methodologies shall be based on the detailed soil investigation to be carried out by us after award of work for which nothing extra shall be claimed by us.

We hereby undertake that in case of any deviation in Technical Proposal with respect to the Tender documents & Tender drawings, the conditions as mentioned in the Tender documents shall prevail.

Signature of authorized signatory of Tenderer with Seal

Form UT-2**Undertaking for Downloaded Tender Document**

I/We hereby declare that, I/we have downloaded the Tender documents/addendum/corrigendum/clarifications along with the set of enclosures hosted on e-procurement portal as mentioned in tender document. I/We 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 of Tender Documents available with HRIDC shall be final and binding upon me/us.

Signature of Authorized Signatory of Tenderer with Seal

Letter of Tender – Financial Part

INSTRUCTIONS TO TENDERERS: DELETE THIS BOX ONCE YOU HAVE COMPLETED THE DOCUMENT

The Tenderer must prepare this Letter of Tender on stationery with its letterhead clearly showing the Tenderer's complete name and business address.

Note: All italicized text is to help Tenderers in preparing this form.

Date of this Tender submission: *[insert date (as day, month and year) of Tender submission]*

Tender No.: *[insert tender reference number]*

Alternative No.: *[insert reference number if this is a Tender for an alternative]*

To: *[insert complete name of Employer]*

We, the undersigned, hereby submit the second part of our Tender, the Tender Price and Price Schedule. This accompanies the Letter of Tender – Technical Part.

In submitting our Tender, we declare that:

- (a) **Tender Validity Period:** Our Tender shall be valid for the period specified in TDS 18.1 (as amended, if applicable) from the date fixed for the Tender submission deadline specified in TDS 22.1 (as amended, if applicable), and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- (b) ***Tender Price:** The total price of our Tender including Provisional Sum is: *[insert the total price of the Tender in words and figures in INR];*
- (c) **Commissions, Gratuities, Fees:** We have paid, or will pay the following commissions, gratuities, or fees with respect to the Tendering process or execution of the Contract: *[insert complete name of each Recipient, its full address, the reason for which each commission or gratuity was paid and the amount and currency of each such commission or gratuity]*

Name of Recipient	Address	Reason	Amount

(If none has been paid or is to be paid, indicate “none.”)

Name of the Tenderer: ***[insert complete name of the Tenderer]*

Name of the person duly authorized to sign the Tender on behalf of the Tenderer: ****[insert complete name of person duly authorized to sign the Tender]*

Title of the person signing the Tender: *[insert complete title of the person signing the Tender]*

Signature of the person named above: *[insert signature of person whose name and capacity are shown above]*

Date signed *[insert date of signing]* **day of** *[insert month]*, *[insert year]*

* The total price of Tender including Provisional Sums quoted in this Letter of Tender-Financial Part shall be same as given in Worksheet BOQ3 (Price Schedule –Summary Sheet) of MS-Excel File which includes cost of Schedule ‘A’ plus Schedule ‘B’ plus Schedule ‘C’ plus Provisional Sum.

**In the case of the Tender submitted by Joint Venture/Consortium specify the name of the Joint Venture/Consortium as Tenderer

*** Person signing the Tender shall have the Power of Attorney given by the Tenderer. The power of attorney shall be attached with the Letter of Tender-Technical Part.

Appendix A to Financial Part: Schedule of Adjustment Data

1. Price adjustment

1.1 The amounts payable to the Contractor for Works shall be adjusted in accordance with the provisions of this Clause 1.0, Sub-Clause 13.7 of GCC and Sub-Clause 13.7, Specific Provision, Part B, Section IX-PCC.

1.2 The Contract Price shall be adjusted for increase or decrease in rates and prices of labour, materials, fuel and lubricants, equipment, Machinery, Plant and other Materials or inputs in accordance with the principles, procedures and formulae specified below:

- a) Base month for the purpose of Price Adjustment shall be the month in which the Tender is opened for Civil & BLT Works and General Electrical Services Works. The 1st Quarter will start from Base month;
- b) For Schedule-A, Price adjustment shall be applied on completion of the specified stage of the respective item of work.
- c) Adjustment for each item of work/stage shall be made separately;
- d) The following expressions and meanings are assigned to the value of the work done for Civil works:

EW = Value of work done for the completion of a stage under the Cost Centre 'CE' of Price Schedule 'A';

BR = Value of work done for the completion of a stage under the Cost Centre 'CB' of Price Schedule 'A';

TUNL = Value of work done for the completion of a stage under the Cost Centre 'CTU' of Price Schedule 'A';

BLT = Value of work done for the completion of a stage under the under the Cost Centre 'CBT' of Price Schedule 'A';

RW = Value of work done for the completion of a stage under the Cost Centre 'RW' of Price Schedule 'A';

SCHB = Value of work done under Price Schedule 'B';

MISC = Value of work done under Price Schedule 'C';

- e) Price adjustment for change in costs of civil works shall be paid in accordance with the following formula:

$$i) \quad VEW = 0.85 \text{ EW} \times [\text{PLB} \times (\text{LBi} - \text{LBo})/\text{LBo} + \text{PF} \times (\text{Fi} - \text{Fo})/\text{Fo} + \text{PMACH} \times (\text{MACHi} - \text{MACHo})/\text{MACHo} + \text{POTH} \times (\text{OTHi} - \text{OTHo})/\text{OTHo}];$$

$$ii) \quad VBR = 0.85 \text{ BR} \times [\text{PLB} \times (\text{LBi} - \text{LBo})/\text{LBo} + \text{PC} \times (\text{Ci} - \text{Co})/\text{Co} + \text{PS} \times (\text{Si} - \text{So})/\text{So} + \text{PF} \times (\text{Fi} - \text{Fo})/\text{Fo} + \text{PMACH} \times (\text{MACHi} - \text{MACHo})/\text{MACHo} + \text{POTH} \times (\text{OTHi} - \text{OTHo})/\text{OTHo}];$$

- iii) $VTUNL = 0.85 TUNL \times [PLB \times (L_{Bi} - L_{Bo})/L_{Bo} + PC \times (C_i - C_o)/C_o + PS \times (S_i - S_o)/S_o + PF \times (F_i - F_o)/F_o + PMACH \times (MACH_i - MACH_o)/MACH_o + POTH \times (OTH_i - OTH_o)/OTH_o + PXL P \times (XLP_i - XLP_o)/XLP_o]$;
- iv) $VBLT = 0.85 BLT \times [PLB \times (L_{Bi} - L_{Bo})/L_{Bo} + PC \times (C_i - C_o)/C_o + PS \times (S_i - S_o)/S_o + PF \times (F_i - F_o)/F_o + PMACH \times (MACH_i - MACH_o)/MACH_o + POTH \times (OTH_i - OTH_o)/OTH_o]$;
- v) $VRW = 0.85 RW \times [PLB \times (L_{Bi} - L_{Bo})/L_{Bo} + PC \times (C_i - C_o)/C_o + PS \times (S_i - S_o)/S_o + PF \times (F_i - F_o)/F_o + PMACH \times (MACH_i - MACH_o)/MACH_o + POTH \times (OTH_i - OTH_o)/OTH_o]$;
- i) $VSCHB = 0.85 RW \times [PLB \times (L_{Bi} - L_{Bo})/L_{Bo} + PC \times (C_i - C_o)/C_o + PS \times (S_i - S_o)/S_o + PF \times (F_i - F_o)/F_o + PMACH \times (MACH_i - MACH_o)/MACH_o + POTH \times (OTH_i - OTH_o)/OTH_o]$;
- ii) $VMISC = 0.85 MISC \times [PLB \times (L_{Bi} - L_{Bo})/L_{Bo} + PF \times (F_i - F_o)/F_o + PMACH \times (MACH_i - MACH_o)/MACH_o + POTH \times (OTH_i - OTH_o)/OTH_o]$;

Where

VEW = Increase or decrease in the cost under the Cost Centre 'CE' of Price Schedule 'A' during the period under consideration due to changes in the rates for relevant components as specified in sub-paragraph (f);

VBR = Increase or decrease in the cost of Cost Centre 'CB' of Price Schedule 'A' during the period under consideration due to changes in the rates for relevant components as specified in sub-paragraph (f);

VTUNL = Increase or decrease in the cost under the Cost Centre 'CTU' of Price Schedule 'A' during the period under consideration due to changes in the rates for relevant components as specified in sub-paragraph (f);

VBLT = Increase or decrease in the cost under the Cost Centre 'CBLT' of Price Schedule 'A' during the period under consideration due to changes in the rates for relevant components as specified in sub-paragraph (f);

VRW = Increase or decrease in the cost under the Cost Centre 'RW' of Price Schedule 'A' during the period under consideration due to changes in the rates for relevant components as specified in sub-paragraph (f);

VSCHB = Increase or decrease in the cost of work done under Price Schedule 'B' during the period under consideration due to changes in the rates for relevant components as specified in sub-paragraph (f);

VMISC = Increase or decrease in the cost of work done under Price Schedule 'C' during the period under consideration due to changes in the rates for relevant components as specified in sub-paragraph (f);

PC, PF, PLB, PMACH, POTH, PS and PXL P are the percentages of cement, fuel and lubricants, labour, Plant Machinery and tools, other materials, steel/ steel components (including structural steel) and explosives, respectively for the relevant item as specified in sub-paragraph (f);

Co = The wholesale price index as published by the Ministry of Commerce and Industry, Government of India (hereinafter called “WPI”) for sub-group Cement, Lime & Plaster for the Base Month;

Ci = The WPI for sub-group Cement, Lime & Plaster for the average price index of the 3 months of the quarter under consideration;

Fo = The wholesale price index as published by the Ministry of Commerce and Industry, Government of India (hereinafter called “WPI”) for group Fuel & Power for the Base Month;

Fi = The WPI for group Fuel & Power for the average price index of the 3 months of the quarter under consideration

LBo = The consumer price index for industrial workers – All India, published by Labour Bureau, Ministry of Labour, Government of India, (hereinafter called “CPI”) for the Base Month;

LBi = The CPI for industrial workers – All India for the average price index of the 3 months of the quarter under consideration;

MACHo = The wholesale price index as published by the Ministry of Commerce and Industry, Government of India (hereinafter called “WPI”) for category- k “Manufacturing of Machinery for Mining, quarrying and construction’ under (R) Manufacturing of Machinery and Equipment for the Base Month;

MACHi = The WPI for category- k “Manufacturing of Machinery for Mining, quarrying and construction’ under (R) Manufacturing of Machinery and Equipment for the average price index of the 3 months of the quarter under consideration;

OTHo = The wholesale price index as published by the Ministry of Commerce and Industry, Government of India (hereinafter called “WPI”) for all commodities for the Base Month;

OTHi = The WPI for all commodities for the average price index of the 3 months of the quarter under consideration;

So = Average Rate of RINL for Rebar 8 mm (coil) as published for Ludhiana Branch on their website for the Base Month;

Si = Average rate of RINL for Rebar 8 mm (coil) as published for Ludhiana Branch on their website for the 3 months of the quarter under consideration;

If only one rate is published for the 3 months of the quarter under consideration, the published rate for that quarter shall be considered for the quarter under consideration.

If no rate is published by RINL for Rebar 8mm (coil) for the 3 months of the quarter under consideration, the value of Si and So will be taken as under:

“So”: Wholesale Price Index for ‘MS Bright Bars’ individual commodity of group item (d) Mild Steel- Long products under (N) MANUFACTURE OF BASIC METALS, published by Office of Economic Adviser, Government of India, Ministry of Commerce & Industry Department of Industrial Policy & Promotion (DIIP) for the Base Month;

“Si”: Average Wholesale Price Index for ‘MS Bright Bars’ individual commodity of group item (d) Mild Steel- Long products under (N) MANUFACTURE OF BASIC METAL, published by Office of Economic Adviser, Government of India, Ministry of Commerce & Industry Department of Industrial Policy & Promotion (DIIP) for the 3 months of the quarter under consideration;

XLPO = The wholesale price index as published by the Ministry of Commerce and Industry, Government of India (hereinafter called “WPI”) for explosives for the Base Month; and

XLPI = The WPI for explosives for the average price index of the 3 months of the quarter under consideration.

- f) The following percentages shall govern the price adjustment of the Contract Price for costs of civil works:

Component	EW (Cost Centre CE of Price Schedule 'A')	BR & RW (Cost Centre CB and Cost Centre CRW of Price Schedule 'A')	TUNL (Cost Centre CTU of Price Schedule 'A')	BLT (Cost Centre CBT of Price Schedule 'A')	SCHB (Price Schedule 'B')	MISC (Price Schedule 'C')
(1)	(2)	(3)	(4)	(5)	(6)	(7)
Cement (PC)	-	20%	20%	20%	20%	-
Fuel and lubricants (PF)	30%	20%	15%	20%	20%	30%
Labour (PLB)	20%	10%	10%	10%	10%	20%
Machinery and Plants (PMACH)	40%	15%	10%	15%	15%	40%

Component	EW (Cost Centre CE of Price Schedule 'A')	BR & RW (Cost Centre CB and Cost Centre CRW of Price Schedule 'A')	TUNL (Cost Centre CTU of Price Schedule 'A')	BLT (Cost Centre CBT of Price Schedule 'A')	SCHB (Price Schedule 'B')	MISC (Price Schedule 'C')
Other Materials (POTH)	10%	10%	10%	10%	10%	10%
Steel(PS)	-	25%	30%	25%	25%	-
Explosives (PXLP)	-	-	05%	-	-	-
Total	100%	100%	100%		100%	100%

g) The following expressions and meanings are assigned to the value of the work done for Various General Electrical Services works:

- i) **ELEGWK** = Value of work done for the completion of a stage under Cost Center 'E1- General Electrical Services works of Price Schedule 'A';
- ii) **INVELECTRICAL** = Value of work done for the completion of a stage under Cost Center 'E2'- Inventory/Spare Items' of Price Schedule 'A';

Note: - No price adjustment shall be paid against Sub-Cost Center- E3. (Maintenance and Manning of Electrical system).

h) Price adjustment for changes in cost for various General Electrical Services works shall be paid in accordance with the following formula:

- i)
$$\mathbf{VELEGWK} = 0.85 \mathbf{ELEGWK} \times [\mathbf{PLB} \times (\mathbf{LBi} - \mathbf{LBo})/\mathbf{LBo} + \mathbf{POTH} \times (\mathbf{OTHi} - \mathbf{OTHo})/\mathbf{OTHo}]$$
- ii)
$$\mathbf{VINVELECTRICAL} = 0.85 \mathbf{INVELECTRICAL} \times [\mathbf{POTH} \times (\mathbf{OTHi} - \mathbf{OTHo})/\mathbf{OTHo}];$$

Where: -

VELEGWK = Increase or decrease in the cost under cost center 'E1' of Price Schedule 'A' of General Electrical Services works with complete accessories during the period under consideration due to changes in the rates for relevant components as specified in sub-paragraph (i);

VINVELECTRICAL = Increase or decrease in the cost under cost Centre ‘E2’ of Price Schedule ‘A’ of Inventory/Spare item during the period under consideration due to changes in the rates for relevant components as specified in sub-paragraph (i);

PLB and POTH and PELEX are the percentages of Labor and, All Other Commodities respectively for the relevant item as specified in sub-paragraph (i);

LBo = The consumer price index for industrial workers – All India, published by Labour Bureau, Ministry of Labour, Government of India, (hereinafter called “CPI”) for the Base month;

LBi = The CPI for industrial workers – All India for the average price index of the 3 months of the quarter under consideration

OTHo = The wholesale price index as published by the Ministry of Commerce and Industry, Government of India (hereinafter called “WPI”) for “All commodities” for the Base month;

OTHi = The WPI for all commodities for the average price index of the 3 months of the quarter under consideration;

i) The following percentages shall govern the price adjustment of the Contract Price for Various General Electrical Services works:

(i) For Electrical works, & Inventory /Spare Item:

Component	General Electrical Services Works except commissioning for the Division (E1 – E1.1, E1.2, & E1.3)	Inventory/Spare Item (E2)	Commissioning of Electrical system with complete accessories (E1.4)
Labour (PLB)	20%	-	100%
Electronics (PELEX)	-	-	-
PVC Insulated Cable (PIC)	-	-	-
Fibre Cable (POFC)	-	-	-

All other commodities (POTH)	80 %	100.00%	-
Total	100.00%	100.00%	100.00 %

Table A. Foreign Currency (FC)

Not applicable as Tenderer's are required to quote rates and prices only in INR.

Table B. Summary of Payment Currencies

For [insert name of Works]

Name of Payment Currency	A	B	C	D
	Amount of Currency	Rate of Exchange (local currency per unit of foreign)	Local Currency Equivalent $C = A \times B$	Percentage of Net Tender Price (NTP) $\frac{100 \times C}{NTP}$
For Schedule 'A'				
Local currency (INR)		1.00		
USD (\$)				
EUR (€)				
JPY (¥)				
Schedule 'B'		1.00		
Schedule 'C'		1.00		
Net Tender Price				100.00
Provisional Sums Expressed in Local Currency (INR) in million	100,000,000.00	1.00	100,000,000.00	Not Applicable
TOTAL TENDER PRICE (including Provisional Sum)				

Note: The Tenderer is required to propose and submit the schedules given in tables above as part of the Tender. The rates of exchange shall be the reference rate twenty-eight (28) days prior to the deadline for submission of Tenders published by the Reserve Bank of India (RBI) on its website <https://www.rbi.org.in>. In case the exchange rate of particular currency on given date is not available on RBI web site, it will be as per the web site <https://www.fbil.org.in> of Financial Benchmark India Private Limited (FBIL).

Appendix B to Financial Part: Price Schedules

1 Preamble

- 1.1. The Price Schedules shall be read in conjunction with the Instructions to Tenderers, the General Conditions, the Particular Conditions and the Employer's Requirements (General Specifications, Design Requirements Criteria, Technical Specifications, Drawings) and the Addenda (if any).
- 1.2. **Schedule 'A'** comprises scope of work to be executed under lump sum contract as detailed in Part 2- Employers' Requirements of Tender Document. The Tenderer has to quote a single lump sum amount against Schedule 'A'. Payment to the Contractor will be made in accordance with payment stages/Milestones defined for each Cost Centre detailed in Clause 5.0 and Clause 6.0 below unless otherwise specified in the Contract.
- 1.3. **Schedule 'B'** comprises of percentage rate for "Other civil works". The work has to be carried out as per the description of items given in Schedule 'B' and directions of the Engineer. The Tenderer has to quote the percentage Excess (+) or Less (-) over the basic amount given in the Schedule 'B'. The payment against this Schedule 'B' will be made on the basis of quantities executed, measured and certified. Under this Schedule, the Contractor is required to carry out other civil works, which are not covered in Schedule 'A', as per site requirements and as per the direction of the Engineer.
- 1.4. **Schedule 'C'** comprises "Item rates for miscellaneous works". Under this Schedule, the Contractor has to undertake items or works not covered in Schedule 'A' or Schedule 'B'. Execution of items under this Schedule shall be carried out only after specific instructions of the Engineer. This Schedule consists of items for Civil works. The work has to be carried out as per Schedule of items given in this Schedule 'C'. This Schedule contains only Rate and Unit of items of the works. The basis of payment will be the actual quantities of work ordered and carried out, as measured by the Contractor and verified by the Engineer and valued at the rates and prices quoted in the Price Schedules. The Tenderer has to quote the percentage (%) Excess (+) or Less (-) over the basic amount given in Schedule 'C' for items to be executed against this head.
- 1.5. The Schedules may not generally give a full description of the works to be performed and the plant or equipment to be supplied under each item. Tenderers shall be deemed to have read the Employer's Requirements and the other sections of the Tender Documents and reviewed the Drawings to ascertain the full scope of the requirements included in each item prior to filling the rates and prices.
- 1.6. The price quoted in the Price Schedules for Schedule 'A', Schedule 'B' and Schedule 'C' are for complete and finished items of the work in all respects. The Price quoted in the Price Schedules shall, except in so far as it is otherwise provided under the Contract, shall include all design, include all necessary survey work, plants, tools, machinery, Contractor's equipment, labour, compliance of labour laws, supervision, materials, transportation, handling,

loading & unloading, storage, sampling, testing, fuel, oil, consumables, electric power, water, all leads & lifts, dewatering, all temporary works including temporary accesses, staging, form works and false works, stacking, provision and maintenance of all temporary works area, construction of temporary store and buildings, fencing, barricading, lighting, drainage arrangements, erection & maintenance of inspection facilities above and below ground such as brick, concrete and steel etc., reinstatement, remedy of any defects during the Defects Notification Period, safety measures for workmen and road users, preparation of design and drawings pertaining to permanent and temporary works, & traffic diversion works, mobilisation and demobilisation, establishment and overhead charges, labour camps, insurance cost for labour and works, contractor's profit, all taxes including Goods and Service Tax (GST), insurance, royalties, duties, cess, octroi, other levies and other charges together with all general risks, liabilities and obligations set out or implied in the Contract.

The price and rates quoted by Tenderer shall be deemed to have included GST at the rate of 18% as notified by 47th GST Council on 29th June 2022

- 1.7. The whole cost of complying with the provisions of the Contract shall be included in the items provided in the Price Schedules, and where no items are provided, the cost shall be deemed to be distributed among the rates and prices entered for the related items of the Work.
- 1.8. To the extent acceptable to the Employer for the purpose of making payments or partial payments, valuing variations or evaluating claims, or for such other purposes as the Engineer may reasonably require, the Contractor may provide the Engineer with a breakdown of any composite or lump sum items included in the Schedules.
- 1.9. The Provisional Sums included and so designated in the Price Schedules shall be expended in whole or in part at the direction and discretion of the Engineer. The Provisional Sum shall be used to cover the Employer's share of the DAAB members' fees and expenses, in accordance with Clause 21. No prior instruction of the Engineer shall be required with respect to the work of the DAAB in accordance with Sub-Clause 13.4 of Part B-Specific Provisions - Particular Conditions of Contract. The Contractor shall submit the DAAB members' invoices and satisfactory evidence of having paid 100% of such invoices as part of the substantiation of those statements submitted under Sub-Clause 14.3. in accordance with Sub-Clauses 13.4 of the General Conditions.
- 1.10. The prices shall be quoted against Schedule 'A', Schedule 'B' and Schedule 'C' in the Price Schedule (Excel Workbook) uploaded on the e-Procurement portal.
- 1.11. The prices quoted shall be comprehensive and must include for complying in all respects with the Price Schedules, Instruction to Tenderers, the General Conditions, the Particular Conditions, Employer's Requirements, Specifications and Drawings and for all matters and things necessary for the proper construction, completion, and making good of any defect in part or of the whole of the Works.
- 1.12. No claims for additional payment shall be allowed for any error or misunderstanding by the

Contractor of the work involved.

2 Variations in Price Schedule ‘A’, Schedule ‘B’ and Schedule ‘C’

- 2.1** Variations in Price Schedules shall be dealt in accordance with Sub Clause 13.3.1 of Part B-Specific Provisions, Section IX- Particular Conditions of Contract.
- 2.2** The through Chainages mentioned in the Scope of the Works/Tender Drawings can undergo some minor corrections, without any impact on the overall length/Scope of the Works.

3 Measurement and Payment

- 3.1** The measurement shall be made as per Price Schedules i.e. Schedule ‘A’. Schedule ‘B’ and Schedule ‘C’ and other relevant provisions of the Contract such as Employer’s Requirements and the Drawings.
- 3.2** If during execution of the Contract, it is decided by the Employer/Engineer that one or more items of Work/Milestone of a Cost Centre in a particular Price Schedule is not required to be executed, the proportionate amount against that particular Item of Work/Milestones shall not be paid. The Engineer’s decision in this regard shall be final.
- 3.3** The Payment shall be made as per Clause 14 [Contract Price and Payment] of the General Conditions and Particular Conditions.
- 3.4** The Employer shall make interim payments to the Contractor in accordance with the provisions of Sub-Clause 14.6 [Issue of Interim Payment Certificates] of the General Conditions and Particular Conditions, as certified by the Engineer on the basis of the progress achieved for the items of works/stages/Milestones of the works.
- 3.5** The Contractor shall base its claim for interim payment in accordance with Sub-Clause 14.3 [Application for Interim Payment] of the General Conditions and Particular Conditions for each stage for various items of work on the basis of actual progress of work executed (i.e. Milestones achieved) till the end of the month for which the payment is claimed in relation to the Contractor’s total executed quantity, supported with documents and updated programme in accordance with the Employer’s Requirements.
- 3.6** The Employer may carry out necessary tests, either directly or through an independent agency, of the Works done by the Contractor for which payment has been accepted and certified by the Engineer. The payment shall depend upon the outcome of such tests.
- 3.7** Format for the Contractor’s application for payment shall be agreed between the Engineer and the Contractor.
- 3.8** All necessary supplementary details to support progress claims, including all certified Request for Inspection in hard bound copy, shall be included with application for payment. Sketches, drawings, approvals, calculations, test reports etc. shall accompany an application for payment to be substantiated and certified by the Engineer and submitted to the Employer.

- 3.9** Even if no work is executed during the month, or the Contractor does not choose to issue an application for payment, a 'NIL' application shall be submitted.
- 3.10** For the purposes of payment, the Contractor shall submit to the Engineer a detailed Price Schedule indicating a further breakdown for each stage of payment contained in the Price Schedules within forty-two (42) days after the receipt of the Letter of Acceptance. Such cost breakdowns shall be subject to approval of the Engineer who shall review and evaluate with comments and/or issue approval within twenty-eight (28) days of receipt of same. The Contractor shall resubmit the cost breakdown structure corresponding to the Engineer's comments for review, if required.
- 3.11** The Engineer is not obliged to issue an Interim Payment Certificate until such breakdown structure of payment schedule has been submitted and accepted by the Engineer.

4 Methodology for Claiming Payment

- 4.1** The Contractor shall prepare his monthly application for payment in the agreed format in two hard copies and one soft copy. This shall be accompanied by supplementary details in accordance with Sub-Clause 14.3 [Application for Interim Payment Certificates] of the General Conditions. All hard copies shall bear the original signatures of the Contractor's Representative and be submitted to the Engineer.
- 4.2** If these are found in order, in accordance with Sub-Clause 14.6 [Issue of Interim Payment Certificates] of the General Conditions, then the Engineer shall forward two certified copies of the application along with certified supplementary details to the Employer, with his recommendation for payment; otherwise, all documents shall be returned to the Contractor for rectification and resubmission.

5 Schedules

- 5.1** Schedule "A"- Breakup of Lump Sum cost of Works under various Sub-Heads shall be as follows:

Sub-Head	Description	Percentage of the quoted lump sum cost of Schedule 'A'	No. of Cost Centres	Total Cost of each Sub-Head
1	2	3	4	5
C	Civil & BLT works	96%	6	$C = 0.96 \times LS^*$
E	General Electrical Services	4%	3	$E = 0.04 \times LS$

*LS = Total lump sum cost of Works for Schedule 'A'

5.2 Apportionment of Contract Price for payments under various Cost Centre for Sub-Head 'C'- Civil & BLT Works

Cost Centre	Description of Cost Centre	Percentage of Cost Centre 'C'	Total Cost of Cost Centre	Total Cost of Sub-Head 'C'
1	2	3	4	5
CG	General	2.00%	CG= 0.020x 'C'	96% of SCH 'A'
CE	Earthwork & blanketing	1.15%	CE=0.0115x 'C'	
CB	Bridges	1.44%	CB=0.0144x 'C'	
CTU	Tunnel & Shafts	90.81%	CTU=0.9081x 'C'	
CBT	Ballastless Track	4.52%	CBT=0.0452x 'C'	
CRW	Retaining Wall	0.08%	CRW=0.0008x 'C'	
Total		100%		

Note: Value of 'C' shall be as defined in Sub-Clause 5.1 above.

The percentage figures as filled in column (3) by the Employer for the apportionment of the Contract Price for completion of the Works corresponding to the various Sub-Heads and Cost Centres are fixed and payment will be released for different Cost centre as per above percentage break-up of Contract Price.

5.3 Stages of Payment i.e. Milestones of Cost Centre 'CG'- General

Cost Centre	Sub Cost Centre	Item of Work		Milestone	Weightage (X)	Weightage of Cost Centre 'CG' (Y)
		No.	Description			
1	2	3	4	5	6	7
CG- General	CG1- General	CG.1	GT investigation	GT investigations and submission & approval of GIR.	20%	2%
	CG2- Design	CG.2.1		Submission and approval of preliminary and final design and Good for Construction (GFC) drawings of portals, tunnels, permanent ventilation shafts & construction cum utility shaft.	30%	

Cost Centre	Sub Cost Centre	Item of Work		Milestone	Weightage (X)	Weightage of Cost Centre 'CG' (Y)
		No.	Description			
1	2	3	4	5	6	7
		CG.2.2		Submission and approval of GAD, final design and Good for Construction (GFC) drawings of bridges and embankment	10%	
		CG.2.3		Submission and approval of preliminary and final design and Good for Construction (GFC) drawings of Ballastless track	20%	
	CG.3- "As Built" Drawings & Documents	CG.3.1	As Built Drawings	On submission of "As Built" Drawings	10%	
		CG.3.2	As Built Documents	On submission of "As Built" Documents	10%	
				Total	100%	

Note:

1. The value of each Milestones will be 96% of total Lumpsum cost of Works under Schedule 'A' multiplied by $X * Y$. For example, for CG.1, Value will be = 0.96 of Lump sum quoted price of Sch A \times X \times Y= 0.96 \times 0.20 \times 0.02 of lump sum quoted price of Schedule 'A'.
2. Adjustment to Contract Price pursuant to GCC 13.7 shall **NOT** be applicable to the payments of Works executed under this Cost Centre.
3. Payment will be made on Completion of each Milestones as per weightage given in this Cost Centre

5.4 Stages of Payment i.e. Milestones of Cost Centre 'CE'- Earthwork and Blanketing

Cost Centre	Sub-Cost Centre	Item of Work		Milestone	Weightage (X)	Weightage of Cost Centre 'CE' (Y)
		No.	Description			
1	2	3	4	5	6	7
CE-Earthwork and Blanketing	CE.1-Earthwork	CE.1.1	Earthwork in formation from Ch 12000 to 12500 for double main line track.			1.15%
		CE1.1.1		Earthwork in embankment / cutting including compaction.	3.4%	
		CE1.1.2		On cutting of slopes in profile, compaction with vibratory roller, turfing & drainage arrangement complete in all respects.	0.2%	
		CE1.1.3		After completion of maintenance period for turfing, if properly rooted.	0.2%	
		CE.1.2	Earthwork in formation from Ch 12500 to 13000 for double main line track.			
		CE1.2.1		Earthwork in embankment / cutting including compaction.	3.4%	
		CE1.2.2		On cutting of slopes in profile, compaction with vibratory roller, turfing & drainage arrangement complete in all respects.	0.2%	

Cost Centre	Sub-Cost Centre	Item of Work		Milestone	Weightage (X)	Weightage of Cost Centre 'CE' (Y)
		No.	Description			
1	2	3	4	5	6	7
		CE1.2.3		After completion of maintenance period for turfing, if properly rooted.	0.2%	
		CE.1.3	Earthwork in formation from Ch 13000 to 13500 for double main line track.			
		CE1.3.1		Earthwork in embankment / cutting including compaction.	3.4%	
		CE1.3.2		On cutting of slopes in profile, compaction with vibratory roller, turfing & drainage arrangement complete in all respects.	0.2%	
		CE1.3.3		After completion of maintenance period for turfing, if properly rooted.	0.2%	
		CE.1.4	Earthwork in formation from Ch 13500 to 14000 for double main line track.			
		CE.1.4.1		Earthwork in embankment / cutting including compaction.	3.9%	
		CE.1.4.2		On cutting of slopes in profile, compaction with vibratory roller, turfing	0.2%	

Cost Centre	Sub-Cost Centre	Item of Work		Milestone	Weightage (X)	Weightage of Cost Centre 'CE' (Y)
		No.	Description			
1	2	3	4	5	6	7
				& drainage arrangement complete in all respects.		
		CE.1.4.3		After completion of maintenance period for turfing, if properly rooted.	0.2%	
		CE.1.5	Earthwork in formation from Ch 14000 to 14500 for double main line track.			
		CE.1.5.1		Earthwork in embankment / cutting including compaction.	4.3%	
		CE.1.5.2		On cutting of slopes in profile, compaction with vibratory roller, turfing & drainage arrangement complete in all respects.	0.2%	
		CE.1.5.3		After completion of maintenance period for turfing, if properly rooted.	0.2%	
		CE.1.6	Earthwork in formation from Ch 14500 to 15000 for double main line track.			
		CE.1.6.1		Earthwork in embankment / cutting including compaction.	4.3%	

Cost Centre	Sub-Cost Centre	Item of Work		Milestone	Weightage (X)	Weightage of Cost Centre 'CE' (Y)
		No.	Description			
1	2	3	4	5	6	7
		CE.1.6.2		On cutting of slopes in profile, compaction with vibratory roller, turfing & drainage arrangement complete in all respects.	0.2%	
		CE.1.6.3		After completion of maintenance period for turfing, if properly rooted.	0.2%	
		CE.1.7	Earthwork in formation from Ch 15000 to 15500 for double main line track.			
		CE.1.7.1		Earthwork in embankment / cutting including compaction.	4.3%	
		CE.1.7.2		On cutting of slopes in profile, compaction with vibratory roller, turfing & drainage arrangement complete in all respects.	0.3%	
		CE.1.7.3		After completion of maintenance period for turfing, if properly rooted.	0.2%	
		CE.1.8	Earthwork in formation from Ch 15500 to 16000 for double main line track.			

Cost Centre	Sub-Cost Centre	Item of Work		Milestone	Weightage (X)	Weightage of Cost Centre 'CE' (Y)
		No.	Description			
1	2	3	4	5	6	7
		CE.1.8.1		Earthwork in embankment / cutting including compaction.	4.3%	
		CE.1.8.2		On cutting of slopes in profile, compaction with vibratory roller, turfing & drainage arrangement complete in all respects.	0.3%	
		CE.1.8.3		After completion of maintenance period for turfing, if properly rooted.	0.2%	
		CE.1.9	Earthwork in formation from Ch 16000 to 16500 for double main line track.			
		CE.1.9.1		Earthwork in embankment / cutting including compaction.	4.3%	
		CE.1.9.2		On cutting of slopes in profile, compaction with vibratory roller, turfing & drainage arrangement complete in all respects.	0.3%	
		CE.1.9.3		After completion of maintenance period for turfing, if properly rooted.	0.2%	
		CE.1.10	Earthwork in formation from Ch 16500 to 17000 for double			

Cost Centre	Sub-Cost Centre	Item of Work		Milestone	Weightage (X)	Weightage of Cost Centre 'CE' (Y)
		No.	Description			
1	2	3	4	5	6	7
			main line track.			
		CE.1.10.1		Earthwork in embankment / cutting including compaction.	4.3%	
		CE.1.10.2		On cutting of slopes in profile, compaction with vibratory roller, turfing & drainage arrangement complete in all respects.	0.3%	
		CE.1.10.3		After completion of maintenance period for turfing, if properly rooted.	0.2%	
		CE.1.11	Earthwork in formation from Ch 17000 to 17500 for double main line track.			
		CE.1.11.1		Earthwork in embankment / cutting including compaction.	5.0%	
		CE.1.11.2		On cutting of slopes 151 utile, compaction with vibratory roller, turfing & drainage arrangement complete in all respects.	0.4%	
		CE.1.11.3		After completion of maintenance period for turfing, if properly rooted.	0.2%	
		CE.1.12	Earthwork in formation from Ch			

Cost Centre	Sub-Cost Centre	Item of Work		Milestone	Weightage (X)	Weightage of Cost Centre 'CE' (Y)
		No.	Description			
1	2	3	4	5	6	7
			17500 to 18000 for double main line track.			
		CE.1.12.1		Earthwork in embankment / cutting including compaction.	5.0%	
		CE.1.12.2		On cutting of slopes in profile, compaction with vibratory roller, turfing & drainage arrangement complete in all respects.	0.4%	
		CE.1.12.3		After completion of maintenance period for turfing, if properly rooted.	0.2%	
		CE.1.13	Earthwork in formation from Ch. 29580 to 29680	On completion of earthwork in cutting including turfing and drainage arrangement complete in all respect.	4.9%	
	CE.2-Blanketing	CE.2.1	Blanketing from Ch 12000 to 12500 for double main line track.	Blanketing on subgrade/ prepared subgrade as per design profile including compaction complete in all respects.	3.3%	
		CE.2.2	Blanketing from Ch 12500 to 13000 for double main line track.	Blanketing on subgrade/ prepared subgrade as per design profile including compaction complete in all respects.	3.3%	
		CE.2.3	Blanketing from Ch 13000 to	Blanketing on subgrade/ prepared subgrade as per design profile including	3.3%	

Cost Centre	Sub-Cost Centre	Item of Work		Milestone	Weightage (X)	Weightage of Cost Centre 'CE' (Y)
		No.	Description			
1	2	3	4	5	6	7
			13500 for double main line track.	compaction complete in all respects.		
		CE.2.4	Blanketing from Ch 13500 to 14000 for double main line track.	Blanketing on subgrade/ prepared subgrade as per design profile including compaction complete in all respects.	3.3%	
		CE.2.5	Blanketing from Ch 14000 to 14500 for double main line track.	Blanketing on subgrade/ prepared subgrade as per design profile including compaction complete in all respects.	3.3%	
		CE.2.6	Blanketing from Ch 14500 to 15000 for double main line track.	Blanketing on subgrade/ prepared subgrade as per design profile including compaction complete in all respects.	3.3%	
		CE.2.7	Blanketing from Ch 15000 to 15500 for double main line track.	Blanketing on subgrade/ prepared subgrade as per design profile including compaction complete in all respects.	3.3%	
		CE.2.8	Blanketing from Ch 15500 to 16000 for double main line track.	Blanketing on subgrade/ prepared subgrade as per design profile including compaction complete in all respects.	3.3%	

Cost Centre	Sub-Cost Centre	Item of Work		Milestone	Weightage (X)	Weightage of Cost Centre 'CE' (Y)
		No.	Description			
1	2	3	4	5	6	7
		CE.2.9	Blanketing from Ch 16000 to 16500 for double main line track.	Blanketing on subgrade/ prepared subgrade as per design profile including compaction complete in all respects.	3.3%	
		CE.2.10	Blanketing from Ch 16500 to 17000 for double main line track.	Blanketing on subgrade/ prepared subgrade as per design profile including compaction complete in all respects.	3.3%	
		CE.2.11	Blanketing in formation from Ch 17000 to 17500 for double main line track.	Blanketing on subgrade/ prepared subgrade as per design profile including compaction complete in all respects.	3.3%	
		CE.2.12	Blanketing from Ch 17500 to 18000 for double main line track.	Blanketing on subgrade/ prepared subgrade as per design profile including compaction complete in all respects.	3.3%	
Total					100%	

Note:

- The value of each Milestones will be 96% of total Lumpsum cost of Works under Schedule 'A' multiplied by X * Y. For example, for CE.1.1.1, Value will be = 0.96 of Lump sum quoted price of Sch AxXxY= 0.96x0.035 x 0.0115 of lump sum quoted price of Schedule 'A'.
- Adjustment to Contract Price pursuant to GCC 13.7 shall be applicable to the payments of Works executed under this Cost Centre / Price Schedule.

3. Payment will be made on Completion of each Milestones as per weightage given in this schedule.

5.5 Stages of Payment i.e. Milestones of Cost Centre 'CB'- for Bridges

Cost Centre	Sub-Cost Centre	Item of Work		Milestone	Weightage (X)	Weightage of Cost Centre 'CB' (Y)
		No.	Description			
1	2	3	4	5	6	7
CB-Bridges	CB.1-Minor Bridges	CB1.1	Construction of minor bridge No. 47, 48 & 49 between ch 12000 to 12500 for main line track.	On completion of RCC box/Pipe bridge including *	22.4%	1.44%
		*wing wall, return wall, drop wall, curtain wall, face wall, flooring, backfill, protection works, inspection steps, bridge number plaque, painting of HFL, height gauge, drainage arrangement, road works in RUBs and other balance works complete as per approved drawings and ODS & OCS.				
		CB1.2	Construction of minor bridge No. 50 between ch 12500 to 13000 for main line track.	On completion of RCC box bridge including *	5.6 %	
		CB1.3	Construction of minor bridge No. 51 between ch 13000 to 13500 for main line track.	On completion of RCC box bridge including *	6.3 %	
		CB1.4	Construction of minor bridge No. 52 between ch 13500 to 14000 for main line track.	On completion of RCC box bridge including *	4.4 %	
		CB1.5	Construction of minor bridge No. Nil between ch 14000 to 14500 for main line track.	On completion of RCC box bridge including *	0%	

Cost Centre	Sub-Cost Centre	Item of Work		Milestone	Weightage (X)	Weightage of Cost Centre 'CB' (Y)
		No.	Description			
1	2	3	4	5	6	7
		CB1.6	Construction of minor bridge No. 54 & 55 between ch 14500 to 15000 for main line track.	On completion of RCC box bridge including *	21.7%	
		CB1.7	Construction of minor bridge No. 56 between ch 15000 to 15500 for main line track.	On completion of RCC box bridge including *	5.8%	
		CB1.8	Construction of minor bridge No. 57 between ch 15500 to 16000 for main line track.	On completion of RCC box bridge including *	14.8%	
		CB1.9	Construction of minor bridge No. Nil between ch 16000 to 16500 for main line track.	On completion of RCC box bridge including *	0%	
		CB1.10	Construction of minor bridge No. Nil between ch 16500 to 17000 for main line track.	On completion of RCC box bridge including *	0%	
		CB1.11	Construction of minor bridge No. Nil between ch 17000 to 17500 for main line track.	On completion of RCC box bridge including *	0%	
		CB1.12	Construction of minor bridge No. Nil between ch 17500 to 18000	On completion of RCC box bridge including *	0%	

Cost Centre	Sub-Cost Centre	Item of Work		Milestone	Weightage (X)	Weightage of Cost Centre 'CB' (Y)
		No.	Description			
1	2	3	4	5	6	7
			for main line track.			
	CB.2-Major Bridges	CB.2.1	Foundation	On completion of the foundation work including pile caps/well caps and foundations for wing and return walls and pile load testing.	4.0%	
		CB.2.2	Substructure	On Completion of Abutment/Piers including Abutment/Pier Cap without bearings.		
		CB.2.2.1			Pier/Abutment	3%
		CB.2.2.2			Pier/Abutment cap	0.5%
		CB.2.2.3			Completion of the wing walls, return walls in all respects	2.5%
		CB.2.3	PSC slabs of superstructure	On completion of superstructure in all respect.	5.0%	
		CB.2.4		On completion of balance works as per drawing like-Protection works including Toe wall, Pitching, inspection platform at each pier & abutment, inspection steps, Bridge plaque, Bridge board, painting of HFL and Testing on completion, if any,	4%	

Cost Centre	Sub-Cost Centre	Item of Work		Milestone	Weightage (X)	Weightage of Cost Centre 'CB' (Y)
		No.	Description			
1	2	3	4	5	6	7
				complete in all respect and fit for use.		
				Total	100%	

Note:

1. The value of each Milestones will be 96% of total Lumpsum cost of Works under Schedule 'A' multiplied by X * Y. For example, for CB1.1, Value will be = 0.96 of Lump sum quoted price of Sch AxXxY= 0.96x0.224 x 0.0144 of lump sum quoted price of Schedule 'A'.
 2. Adjustment to Contract Price pursuant to GCC 13.7 shall be applicable to the payments of Works executed under this Cost Centre / Price Schedule.
 3. Payment will be made on Completion of each Milestones as per weightage given in this schedule.
 4. CB2-Major Bridges:
 - (ii) For the purpose of stage payment/Milestones, cost of a bridge shall be taken in proportion to its linear length measured along the alignment to the total linear length of all major bridges.
 - (iii) Payment of each stage/Milestones for a bridge will be made on completion of the relevant stage as per the weightage given in this schedule in proportion to the cost of the bridge.
 5. Stages CB.2.1 to CB.2.2 will further be subdivided into the number of piers + 2 abutments, as applicable as per approved drawing by the Engineer, and Milestones for completed work for each pier and abutment shall be made as per the requirement of the stages stated above.
5. For PSC slabs payment against sub cost centre 2.3 shall be released as per following schedule-
- | | |
|-------------------------------------|-----|
| (i) On casting of PSC slabs: | 50% |
| (ii) On prestressing: | 20% |
| (iii) On completion in all respect: | 30% |

5.6 Stages of Payment i.e. Milestones of Cost Centre 'CTU'- Tunnel & Shafts

Cost Centre	Sub-cost Centre	Item of Work		Milestone	Weight age (X)	Weightage of Sub-Cost Centre 'CTU' (Y)	
		No.	Description				
1	2	3	4	5	6	7	
CTU-Tunnel	CTU.1 Permanent ventilation Shafts and Construction cum utility shaft	CTU1.1	Completion of excavation for construction of permanent ventilation shafts and Construction cum utility shaft			90.81%	
		CTU1.1.1		Construction of Permanent Ventilation Shaft No. 1 at Chainage 26080	0.8%		
		CTU1.1.2		Construction of Permanent Ventilation Shaft No. 2 at Chainage 26080	0.8%		
		CTU1.1.3		Construction of Permanent Ventilation Shaft No. 3 at Chainage 27680	0.8%		
		CTU1.1.4		Construction of Permanent Ventilation Shaft No. 4 at Chainage 27680	0.8%		
		CTU1.1.5		Construction of Construction cum Utility Shaft at Chainage 26950	0.8%		
		CTU.2-NATM Drive	CTU2.1	On completion of first round of the Excavation by NATM from			
			CTU2.1.1		Face F1		0.5%

Cost Centre	Sub-cost Centre	Item of Work		Milestone	Weight age (X)	Weightage of Sub-Cost Centre 'CTU' (Y)
		No.	Description			
		CTU2.1.2		Face F2	0.5%	
		CTU2.1.3		Face F3	0.5%	
		CTU2.1.4		Face F4	0.5%	
		CTU2.1.5		Face F5	0.5%	
		CTU2.1.6		Face F6	0.5%	
		CTU2.1.7		Face F7	0.5%	
		CTU2.1.8		Face F8	0.5%	
		CTU2.1.9		Face F9	0.5%	
		CTU2.1.10		Face F10	0.5%	
		CTU2.1.11		Face F11	0.5%	
		CTU2.1.12		Face F12	0.5%	
		CTU2.1.13		Face F13	0.5%	
		CTU2.1.14		Face F14	0.5%	
	CTU.3	CTU.3.1		NATM Main Drive of both tunnels from chainage 24880m to 26067.5m	On Completion of NATM Main Drive (On account payment will be made on proportionate basis based on actual work progress in m divided by Total length of NATM drive)	11%
		CTU.3.2	NATM Main Drive of both tunnels from chainage 26092.5m to 27667.5m and from chainage 27692.5m to 28480m	On Completion of NATM Main Drive (On account payment will be made on proportionate basis based on actual work progress in m including Benching divided by Total length of NATM drive)	37.4%	

Cost Centre	Sub-cost Centre	Item of Work		Milestone	Weight age (X)	Weightage of Sub-Cost Centre 'CTU' (Y)
		No.	Description			
	CTU.4- Secondary Lining	CTU4.1	Secondary lining in both tunnels in NATM portion	On completion of Secondary Lining (on account payment will be made on proportionate basis based on actual progress of work in meter divided by Total length of NATM tunnel)	14%	
	CTU.5- Cut & Cover Tunnel	CTU 5.1	Excavation of Cut & Cover Tunnel	Excavation for Cut & Cover tunnel (On account payment will be made on proportionate basis based on actual progress of work in sqm on Plan divided by Total area in sqm on Plan)	4.6%	
		CTU 5.2	Cut & Cover Tunnel Structures	Completion of Cut & Cover Tunnel Structures including backfill & drainage arrangement (on account payment will be made on proportionate basis based on actual work progress in sqm on Plan divided by Total area in sqm on Plan)	10%	

Cost Centre	Sub-cost Centre	Item of Work		Milestone	Weight age (X)	Weightage of Sub-Cost Centre 'CTU' (Y)
		No.	Description			
	CTU5-Cross Passage	CTU5.1	Cross Passage	Construction of Cross Passages	3.0%	
	CTU6-Miscellaneous works	CTU6.1	Miscellaneous	Construction of Portals, Footpath, Drainage, Restoration of the Areas etc. complete in all respect.	9.0%	
				Total	100%	

Note:

1. The value of each Milestones will be 96% of total Lumpsum cost of Works under Schedule 'A' multiplied by X * Y. For example, for CTU1.1.1, Value will be = 0.96 of Lump sum quoted price of Sch AxXxY = 0.96x 0.008x 0.9081 of lump sum quoted price of Schedule 'A'.
2. Adjustment to Contract Price pursuant to GCC 13.7 shall be applicable to the payments of Works executed under this Cost Centre / Price Schedule.

5.7 Stages of Payment i.e. Milestones of Cost Centre ‘CBT’- Ballastless Track

Cost Centre	Sub-Cost Centre	Item of Work		Milestone	Weightage (X)	Weightage of Cost Centre ‘CBT’ (Y)
		No.	Description			
1	2	3	4	5	6	7
CBT-Ballastless Track	CBT.1	CBT1.1	Supply of Fastening system	On supply of Track fitting/fastening system complete	15%	4.52%
		CBT1.2	Construction of ballastless track	Construction of ballastless track (On account payment will be made on proportionate basis based on actual work progress in meter divided by total length of ballastless track)	65%	
		CBT1.3	Misc. works	On completion of all balance works as per drawings like welding into LWR, destressing, drainage, supply of spare fastenings for BLT etc. complete.	10%	
		CBT1.3	Maintenance	Maintenance of ballastless track for one year after start of traffic (to be paid monthly on pro rata basis based on satisfactory performance certificate by the Engineer.)	10%	
					Total	

Note:

- The value of each Milestones will be 96% of total Lumpsum cost of Works under Schedule ‘A’ multiplied by X * Y. For example, for CBT1.1, Value will be = 0.96 of Lump sum quoted price of Sch AxXxY= 0.96x0.15 x0.0452 of lump sum quoted price of Schedule

‘A’.

2. Adjustment to Contract Price pursuant to GCC 13.7 shall be applicable to the payments of Works executed under this Cost Centre / Price Schedule.

5.8 Stages of Payment i.e. Milestones of Cost Centre 'CRW'- Retaining Wall

Cost Centre	Sub-cost Centre	Item of Work		Milestone	Weight age (X)	Weightage of Sub-Cost Centre 'CRW' (Y)
		No.	Description			
1	2	3	4	5	6	7
CRW- Retaining Wall	CRW.1	CRW.1.1	Supply of precast retaining wall segments	On supply of precast retaining wall segments at site.	40%	0.08%
		CRW.1.2	Installation	On installation of precast segments in position including joining & grouting.	20%	
		CRW.1.3	Backfill & other works	On completion of all balance works such as boulder backing, granular backfill complete in all respects.	40%	
Total					100%	

Note:

1. The value of each Milestones will be 96% of total Lumpsum cost of Works under Schedule 'A' multiplied by X * Y. For example, for CRW.1.1, Value will be = 0.96 of Lump sum quoted price of Sch AxXxY= 0.96x0.40 x 0.0008 of lump sum quoted price of Schedule 'A'.
2. Adjustment to Contract Price pursuant to GCC 13.7 shall be applicable to the payments of Works executed under this Cost Centre / Price Schedule.

6 Apportionment of the Contract Price for Schedule ‘A’ Under Various Cost Centre for Sub-Head Various General Electrical Services Works

Cost Centre	Description of Cost Centre	Percentage of Cost Centre	Total Cost of Cost Centre	Total Cost of Sub-Head “E”
1	2	3	4	
E1	General Electrical Services works	94.36%	$E1=0.9436 \times 'E'$	4% of Schedule ‘A’
E2	Inventory/ Spare item	4.83%	$E2=0.0483 \times 'E'$	
E3	Maintenance and Manning of electrical system for one year	0.81%	$E3=0.0081 \times 'E'$	
Total		100%		

6.1 Stages of Payment i.e. Milestones of cost center E1. – General Electrical Services works

Cost Centre	Sub Cost Centre	Item of Work		Milestone	Weightage (X)	Weightage of Cost Centre 'E1' (Y)
		No	Description			
(1)	(2)	(3)	(4)	(5)	(6)	(7)
E1- (General Electrical Services works)	E1.1	E1.1.1	Drawing and Design	Preparation and Submission of Drawing and Design for General Electrical Services works, Plan, Specifications, Load calculations, Reports and Drawing of civil structure/building for sub- stations etc. required for commissioning of Electrical System.	5.00%	94.36 %
	E1.2	E1.2.1	Supply of Electrical Equipment and associated materials	Supply of equipment and associated material for the Electrical system and material for construction of civil structure/building for sub- stations. i. Major Electrical item like – 11 kVA GIC Panel, Transformers, DG sets, All types of cables, Cable Tray, LT Panels, all types of LED fittings and its associated items.	60.00%	

Cost Centre	Sub Cost Centre	Item of Work		Milestone	Weightage (X)	Weightage of Cost Centre 'E1' (Y)
		No	Description			
(1)	(2)	(3)	(4)	(5)	(6)	(7)
	E1.3	E1.3.1	Installation & Erection of Electrical Equipments	Delivery to Site from , Installation and Site Testing of all equipments for Electrical system (includes pre-installation tests and post installation tests). i. Construction of building for substations. ii. Installation of all Electrical equipment iii. Installation of all required sensors and Earthing system.	20.00%	
	E1.4	E.1.4.1	Testing and Commissioning	System Acceptance Tests (SAT) and Integrated Commissioning and Charging of Total Electrical system	15.00%	
				Total	100%	

Note:

- 1 The value of each Milestone will be 4% of total Lump sum cost of Works under Schedule 'A' multiplied by X * Y. For example, for E1.1.1, Value will be 0.04 of Lump sum quoted price of Sch A * X * Y= 0.04 x 0.05x 0.9436 of lump sum quoted price of Schedule 'A'.
- 2 Adjustment to Contract Price Shall Not be applicable E1.1 to the payments of Works executed under Cost Centre 'E1'.
- 3 Payment will be made on completion of each Milestones as per weightage given in this Cost Centre.
- 4 Payment against the Sub Cost Centre E1.2 shall be made for quantities as per the Approved Design, on receipt of Material at contractor's depot, production of inspection certificates & other documents and against BG of equivalent amount.

5. Payment against each Sub Cost Centre shall be made only on completion of work under Sub Cost Centre.

6.2 Stages of Payment i.e. Milestones of cost center E2 – Inventory /Spare Item

Cost Centre	Sub Cost Centre	Item of Work		Milestone	Weightage (X)	Weightage of Cost Centre 'E2' (Y)
		No	Description			
(1)	(2)	(3)	(4)	(5)	(6)	(7)
E2 Inventory /Spare item)	E2.1	E2.1.1	Inventory /Spare item	Supply of Spares equipment and tools in stores	100%	4.83%
				Total	100%	

Note:

1. The value of each Milestone will be 4% of total Lump sum cost of Works under Schedule 'A' multiplied by $X * Y$. For example, for E2.1, Value will be 0.04 of Lump sum quoted price of Sch A * $X * Y = 0.04 \times 1 \times 0.0483$ of lump sum quoted price of Schedule 'A'.
2. Adjustment to Contract Price shall be applicable to the payments of Works executed under Cost Centre 'E2'.
3. Payment will be made on completion of each Milestones as per weightage given in this Cost Centre.

6.3 Stages of Payment i.e., Milestones of Cost Centre E3 – Maintenance and Manning of Electrical system

Cost Centre	Sub Cost Centre	Item of Work		Milestone	Weightage (X)	Weightage of Cost Centre 'E3' (Y)
		No	Description			
(1)	(2)	(3)	(4)	(5)	(6)	(7)
E3- (Maintenance and Manning of Electrical system)	E3.1	E3.1.1	Maintenance and Manning for one year	Maintenance and Manning of Electrical system	100.00%	0.81%

Note:

1. The value of each Milestone will be 4% of total Lump sum cost of Works under Schedule 'A' multiplied by X * Y. For example, for E3.1, Value will be 0.04 of Lump sum quoted price of Sch A * X * Y = 0.04 x 1 x 0.0081 of lump sum quoted price of Schedule 'A'.
2. Adjustment to Contract Price shall be applicable to the payments of Works executed under Cost Centre 'E3'.
3. Payment will be made on completion of each Milestones as per weightage given in this Cost Centre.

7 Schedule 'B': Other civil works

Schedule 'B' Other Civil Works							
S. No	Item No.	Description of Item	Quantity	Unit	Basic Rate in INR	Add % Above for Estimate	Estimated amount in INR
Schedule B1:- NWR-USSOR 2019 BASED ITEMS							
1	022010	Earthwork in excavation by mechanical means (Hydraulic Excavator)/Manual Means for foundations and floors of the bridges, retaining walls etc. including setting out, dressing of sides, ramming of bottom, getting out the excavated material, back filling in layers with approved material and consolidation of the layers by ramming and watering etc. including all lift, disposal of surplus soil upto a lead of 300m, all types of shoring and strutting with all labour and material complete as per drawing and technical specification as directed by Engineer. Note: This item will be used for excavation work in connection with other miscellaneous works also like side drains, foundation for OHE masts and other miscellaneous structures in connection with Gauge Conversion, Doubling, New lines.					
i	022011	All kinds of soils	6000	Cum	195.57	12.13%	13,15,740.00

Schedule 'B' Other Civil Works							
S. No	Item No.	Description of Item	Quantity	Unit	Basic Rate in INR	Add % Above for Estimate	Estimated amount in INR
2	022040	Providing and laying in position machine batched, machine mixed and machine vibrated Design Mix Cement Concrete of specified grade (M-20 Cast in-Situ) using 20mm graded crushed stone aggregate and coarse sand of approved quality in RCC raft foundation & Pile cap including finishing, using Admixtures in approved proportions (as per IS:9103), to modify workability & other properties without impairing strength and durability complete as per specifications and direction of the Engineer in charge. Payment for cement, reinforcement and shuttering shall be paid extra. Note -Cement concrete in drainage and other miscellaneous works shall be paid under this item.	1,066	Cum	2,840.33	12.13%	33,94,964.82
3	023010	Earth work in OPEN excavation in foundation of bridges, for placing of well curbs of all shapes and designs in all kinds of soil including taking out the excavated soil, levelling, ramming of bottom of excavation and trimming of sides, returning the soil in layers, consolidation, disposal of surplus soil within a lead of 300m, including all lift, dewatering, shoring and strutting complete as per technical specification and as directed by Engineer in charge. (compaction of surplus soil when led to the bank will be paid as per relevant item separately)	300	Cum	293.36	12.13%	98,682.00

Schedule 'B' Other Civil Works							
S. No	Item No.	Description of Item	Quantity	Unit	Basic Rate in INR	Add % Above for Estimate	Estimated amount in INR
4	023030	Supplying, Fabrication, assembly, erection & placing in position the cutting edge of well curb with structural steel including MS sheet/Plates of specified thickness for pier/abutment complete as per approved plans and as per direction of Engineering In charge including all operations like cutting, bending, straightening, drilling holes, bolting, riveting, welding, threading, jointing of steel sections including outer and inner places liners and skin plates, stiffeners, hooks, bottle nuts, bond rods etc. as per design including all ascent, descents, leads, lifts, handing, re-handling, all other obstructions whatsoever, diverting channels, pumping / bailing out of water wherever required including cost of steel such as flats, sheets, angles, steel bars etc. with all labour and material as a complete job	9	MT	96,774.58	12.13%	9,76,592.16
5	023040	Dry/Wet Sinking of Circular Wells (Other than pneumatic method) in all types of strata except hard rock requiring ballasting, including bailing and pumping out water, removal of excavated soil with all labour and material required for sinking as per drawing and direction of the Engineer in charge, disposal of surplus soil in the adjoining bank/embankment (compaction to be paid separately under the relevant item).					
i	023041	From initial level of cutting edge & upto 3m depth	777	Cum	183.34	12.13%	1,59,769.00
ii	023042	Above 3m to 10m depth	1,813	Cum	294.64	12.13%	5,99,092.96

Schedule 'B' Other Civil Works							
S. No	Item No.	Description of Item	Quantity	Unit	Basic Rate in INR	Add % Above for Estimate	Estimated amount in INR
iii	023043	Above 10m to 15m depth	1,295	Cum	410.28	12.13%	5,95,876.86
iv	023044	Above 15m to 20m depth	1,295	Cum	563.53	12.13%	8,18,461.21
v	023045	Above 20m to 25m depth	1,295	Cum	809.02	12.13%	11,75,005.49
vi	023045	Above 25m to 30m depth	648	Cum	1,249.18	12.13%	9,07,213.96
6	023090	Providing and laying in position machine batched, machine mixed and machine vibrated Design Mix Cement Concrete of specified grade (Cast in-Situ) using 20mm graded crushed stone aggregate and coarse sand of approved quality in the following elements of well including finishing, using Admixtures in approved proportions (as per IS:9103), to modify workability & other properties without impairing strength and durability complete as per drawings and technical specifications as directed by Engineer. Payment for cement, reinforcement and shuttering shall be made extra.					
i	023091	In well Curb	249	Cum	3,124.37	12.13%	8,71,260.76
ii	023092	In Steining of wells	3,338	Cum	3,124.37	12.13%	1,16,94,932.86
iii	023093	In Bottom plug for wells including arrangements for placing concrete under water with tremie or bottom opening skips.	432	Cum	3,124.37	12.13%	15,12,707.67
iv	023095	In Intermediate/Top plug with internal shuttering	259	Cum	2,982.35	12.13%	8,66,432.99
v	023096	In Well cap and corbel, if provided	412	Cum	2,982.35	12.13%	13,78,735.32
7	023100	Supplying and filling ordinary sand in between bottom plug and top plug in wells including all lead lift handling, re-handling, as a complete job. Sand should be simultaneously filled with water for					

Schedule 'B' Other Civil Works							
S. No	Item No.	Description of Item	Quantity	Unit	Basic Rate in INR	Add % Above for Estimate	Estimated amount in INR
		three days to achieve full compaction so that further chances of shrinkage due to voids are eliminated					
i	023102	Using sand from other than River bed (This item is to be operated if suitable sand is not available in River Bed for filling	3,173	Cum	2,031.30	12.13%	72,27,831.04
8	025020	Providing and applying two coats of coal tar or bitumen confirming to IS:3117– latest version on the top and sides of RCC box/slabs @ 1.70 kg/sqm after cleaning the surface with all labour and materials complete job as directed by the Engineer	3,150	Sqm	155.67	12.13%	5,49,832.50
9	025030	centering and shuttering including strutting, propping etc. and removal of form for :					
i	025031	All types of bridge sub-structures, e.g. pier, abutment, wing wall, retaining wall, RCC box type foundations, Abutment cap, Pier Cap, Inspection Platform & Pedestal over Pier cap, Fender wall, Diaphragm wall etc. upto 5m above ground level	14,000	Sqm	671.94	12.13%	1,05,47,880.00
ii	025032	All types of bridge super-structures, e.g. slabs, I-girders, T-girders, Box girders etc. upto 5m above ground level	2,700	Sqm	874.49	12.13%	26,47,458.00
iii	025033	Extra for additional height over item no. 025031 & 025032 wherever required with adequate bracing, propping etc. over initial height of 5 metres for every additional height of 1 metre or part thereof	1,800	Sqm	110.17	12.13%	2,22,354.00
10	025060	Supply and using Cement at Worksite					

Schedule 'B' Other Civil Works							
S. No	Item No.	Description of Item	Quantity	Unit	Basic Rate in INR	Add % Above for Estimate	Estimated amount in INR
i	025062	Ordinary Portland Cement 53 grade	275	MT	7,398.80	16.55%	23,71,347.00
ii	025063	Pozzolana Portland Cement	1840	MT	6,905.10	16.55%	1,48,07,749.60
11	025070	Steel reinforcement for R.C.C. work including straightening, cutting, bending, placing in position and binding all complete					
i	025072	Thermo-Mechanically Treated bars of grade Fe-500D or more.	13,90,900	Kg	78.01	12.42%	12,19,81,930.00
12	031020	Providing and laying in position machine batched, machine mixed and machine vibrated Design Mix Cement Concrete of specified grade using 20mm graded crushed stone aggregate and coarse sand of approved quality for the Precast Prestressed (Post tensioned) concrete girder/Box (spans upto 30.5m) in contactor's casting yard, including finishing, using Admixtures in approved proportions (as per IS:9103), to modify workability & other properties without impairing strength and durability, complete as per drawings, specifications and direction of the Engineer. Payment for Shuttering, Cement, reinforcement, HTS cables, anchorage cones, stressing of cables and grouting of the ducts will be done extra. Launching of girder/slab in position is not included in this item.	290	Cum	2,840.33	12.13%	9,23,583.30
i	031021	Deduct from 0310220 for casting of Slab in place of Girder/Box	290	Cum	42.48	12.12%	-13,812.70

Schedule 'B' Other Civil Works							
S. No	Item No.	Description of Item	Quantity	Unit	Basic Rate in INR	Add % Above for Estimate	Estimated amount in INR
13	031040	Providing, fabricating & fixing in position to exact design profiles, prestressing H.T.S. cables of all classification made from Low Relaxation strands conforming to IS:14268– latest version in Prestressed (Post tensioned) Concrete girders/slabs etc. including supplying, cutting, making into cables with necessary spacers, colour coding, protecting with water soluble oil at all time, anchoring of cables, supplying and placing spiral corrugated type galvanized metal steel ducts sheathing made up of Cold Rolled Cold Annealed (CRCA) mild steel conforming to IS:513 of required diameter/ thickness, vent pipe, placing, bending, routing, fixing, stressing & grouting of cable ducts with cement grout, Anchorage sets in required number with provision for future prestressing if any including all lead and lift with contractor's own materials, labour, equipments etc. complete as per drawings & specifications. Rate also includes covering anchorage pads with epoxy mortar of approved quality to avoid corrosion. Cement for grouting to be paid separately. Payment shall be made in terms of weight of HTS cables as per drawing.	13	MT	1,79,099.63	29.90%	30,24,525.27
14	031140	Providing and fixing in position GI Drainage Spouts of required length with Grating in RCC slab and filling bitumen along kerb as shown in drawing with contractor's pipes, bitumen, tools, equipment,					

Schedule 'B' Other Civil Works							
S. No	Item No.	Description of Item	Quantity	Unit	Basic Rate in INR	Add % Above for Estimate	Estimated amount in INR
		lead, lifts etc. complete as per specifications and as directed by Engineer in-charge					
i	031142	100mm dia. Drainage Spouts	120	Metre	1,202.50	12.13%	1,61,798.40
15	041330	Launching & fixing in specified Bridge location all types of Steel Plate girders / PSC girders / Slabs including loading/unloading and transport to the site of launching with a lead of five kilometres & lifting to any height as per site requirement, provision of approaches for leading, cleaning of bed block and minor repairs to bed block with epoxy if required, as directed by Engineer in charge with all labour, tools and plant, equipment etc., complete					
i	041331	PSC girders / slabs	910	MT	6,346.14	12.13%	64,75,305.20
16	041390	Supplying fabricating and erecting welded and/or bolted and/or riveted steel work in built up sections, trusses and framed work, staging, racks etc. for Steel Structures other than bridge girders, using RSJ, tees, angles and channels/flats, plates, gussets, round or square bars, cleats, bolts etc., with contractors own steel including cutting, bending, straightening, drilling, riveting, hoisting, fixing, erecting, welding, bolting etc., with Providing stiffeners wherever required as per approved drawing including applying a priming	70	MT	86,019.71	42.09%	85,55,959.30

Schedule 'B' Other Civil Works							
S. No	Item No.	Description of Item	Quantity	Unit	Basic Rate in INR	Add % Above for Estimate	Estimated amount in INR
		coat of a approved steel primer with all contractor's materials, labour, tools & plants, lead & lift including crossing of tracks if required etc., complete as per specification and as directed by Engineer-in-charge.					
17	052230	Providing cast in situ bridge number plaques as per Railway drawing in cement concrete 1:2:4 mix using 20mm hard stone aggregate embedded in 30mm notch in Bridge parapet coping duly engraving the letter and figures and an arrow indicating the direction of flow and finishing the top exposed surface with cement mortar 1:3, painting letters and figures with two coats of black enamel paint on two coats of white background with all labour, tools, cement, paint etc. with all leads and lifts.	5	Each	801.69	12.13%	4,494.55
18	052240	Providing cast in-situ plaques for bridge foundations details of size 45cmx45cmx5cm in cement concrete 1:2:4 mix using 20mm hard stone aggregate embedded in 30mm deep notch over abutment & piers, engraving the letters & figures with CM 1:3 and finished smooth including painting letters and figures with 2 coats of black enamel and plaque with white enamel with all labour, tools, cement, paint, curing etc. as a complete job.	10	Each	1,049.88	12.13%	11,772.00
Schedule B2:- DSR-2021 BASED ITEMS							

Schedule 'B' Other Civil Works							
S. No	Item No.	Description of Item	Quantity	Unit	Basic Rate in INR	Add % Above for Estimate	Estimated amount in INR
19	10.16	Steel work in built up tubular (round, square or rectangular hollow tubes etc.) trusses etc., including cutting, hoisting, fixing in position and applying a priming coat of approved steel primer, including welding and bolted with special shaped washers etc. complete.					
i	10.16.2	Hot finished seamless type tubes	2,000	Kg	168.95	8.64%	3,67,100.00
20	10.28	Providing and fixing stainless steel (Grade 304) railing made of Hollow tubes, channels, plates etc., including welding, grinding, buffing, polishing and making curvature (wherever required) and fitting the same with necessary stainless steel nuts and bolts complete, i/c fixing the railing with necessary accessories & stainless steel dash fasteners , stainless steel bolts etc., of required size, on the top of the floor or the side of waist slab with suitable arrangement as per approval of Engineer-in-charge, (for payment purpose only weight of stainless steel members shall be considered excluding fixing accessories such as nuts, bolts, fasteners etc.).	800	Kg	612.25	8.64%	5,32,112.00
21	16.30.1	Providing and applying tack coat using hot straight run bitumen of grade VG - 10, including heating the bitumen, spraying the bitumen with mechanically operated spray unit fitted on bitumen boiler, cleaning and preparing the existing road surface as per specifications On W.B.M. @ 0.75 Kg / sqm	4,252.60	Sqm	45.20	8.65%	2,08,845.19

Schedule 'B' Other Civil Works							
S. No	Item No.	Description of Item	Quantity	Unit	Basic Rate in INR	Add % Above for Estimate	Estimated amount in INR
22	16.32.1	2 cm premix carpet surfacing with 1.8 cum and 0.90 cum of stone chippings of 13.2 mm size and 11.2 mm size respectively per 100 sqm and 52 kg and 56 kg of hot bitumen per cum of stone chippings of 13.2 mm and 11.2 mm size respectively, including a tack coat with hot straight run bitumen, including consolidation with road roller of 6 to 9 tonne capacity etc. complete (tack coat to be paid for separately).With paving Asphalt grade VG - 10 heated and then mixed with solvent at the rate of 70 grams per kg of asphalt	4,125	Sqm	189.25	8.64%	8,48,100.00
23	16.36.1	Providing and laying Bitumen Penetration Macadam with hard stone aggregate of quality, size and grading as specified, with bitumen of suitable penetration grade, including required key aggregate as specified, spreading coarse aggregate with the help of self propelled/ tipper tail mounted aggregate spreader and applying bitumen by a pressure distributor and then spreading key aggregate with the help of aggregate spreader complete, including consolidation with road roller of minimum 8 to 10 tonne capacity to achieve specified values of compaction and surface accuracy For 50mm compacted thickness using coarse aggregate of size 50-20 mm graded @ 0.60 cum per 10 sqm key aggregate of size 12.5 mm graded @ 0.15 cum per 10	6,050	Sqm	414.20	8.64%	27,22,379.00

Schedule 'B' Other Civil Works							
S. No	Item No.	Description of Item	Quantity	Unit	Basic Rate in INR	Add % Above for Estimate	Estimated amount in INR
		sqm. With paving asphalt grade VG - 10 @ 50 kg/10 sqm.					
24	16.36.2	Providing and laying Bitumen Penetration Macadam with hard stone aggregate of quality, size and grading as specified, with bitumen of suitable penetration grade, including required key aggregate as specified, spreading coarse aggregate with the help of self propelled/ tipper tail mounted aggregate spreader and applying bitumen by a pressure distributor and then spreading key aggregate with the help of aggregate spreader complete, including consolidation with road roller of minimum 8 to 10 tonne capacity to achieve specified values of compaction and surface accuracy For 75 mm compacted thickness in two layers using stone aggregate of size 63- 41 mm graded @ 0.90 cum per 10 sqm key aggregate of size 20.0 mm graded @ 0.18 cum per 10 sqm. With paving asphalt grade VG - 10 @ 68 kg/10 sqm	6,050	Sqm	611.55	8.64%	40,19,499.00
25	16.40	Providing and laying seal coat of premixed fine aggregate (passing 2.36 mm and retained on 180 micron sieve) with bitumen using 128 kg of bitumen of grade VG - 10 bitumen per cum of fine aggregate and 0.60 cum of fine aggregate per 100 sqm of road surface, including rolling and finishing with road roller all complete	4,125	Sqm	79.85	8.64%	3,57,843.75

Schedule 'B' Other Civil Works							
S. No	Item No.	Description of Item	Quantity	Unit	Basic Rate in INR	Add % Above for Estimate	Estimated amount in INR
26	16.69	Providing and laying at or near ground level factory made kerb stone of M-25 grade cement concrete in position to the required line, level and curvature, jointed with cement mortar 1:3 (1 cement: 3 coarse sand), including making joints with or without grooves (thickness of joints except at sharp curve shall not to more than 5mm), including making drainage opening wherever required complete etc. as per direction of Engineer-in-charge (length of finished kerb edging shall be measured for payment). (Precast C.C. kerb stone shall be approved by Engineer-in-charge).	20	Cum	8,613.55	8.64%	1,87,154.20
27	16.79	Providing, laying, spreading and compacting graded stone aggregate (size range 53 mm to 0.075 mm) to wet mix macadam (WMM) specification including premixing the material with water at OMC in for all leads & lifts, laying in uniform layers with mechanical paver finisher in sub- base / base course on well prepared surface and compacting with vibratory roller of 8 to 10 tonne capacity to achieve the desired density, complete as per specifications and directions of Engineer-in-Charge	550	Cum	2,803.65	8.64%	16,75,228.50

Schedule 'B' Other Civil Works							
S. No	Item No.	Description of Item	Quantity	Unit	Basic Rate in INR	Add % Above for Estimate	Estimated amount in INR
28	16.91	Providing and laying factory made chamfered edge Cement Concrete paver blocks in footpath, parks, lawns, drive ways or light traffic parking etc, of required strength, thickness & size/ shape, made by table vibratory method using PU mould, laid in required colour & pattern over 50mm thick compacted bed of sand, compacting and proper embedding/laying of inter locking paver blocks into the sand bedding layer through vibratory compaction by using plate vibrator, filling the joints with sand and cutting of paver blocks as per required size and pattern, finishing and sweeping extra sand. complete all as per direction of Engineer-in-Charge.					
i	16.91.1	60 mm thick C.C. paver block of M-30 grade with approved color design and pattern.	450	SQM	932.35	8.64%	4,55,805.00
29		Items included in Delhi Schedule of Rate- (Horticulture & Landscaping) 2020		LS		6.00%	10,60,000.00
Schedule B3:- NS BASED ITEMS							
30	NS-1	Earthwork in filling with contractor's own earth of approved quality from borrow areas including all lead all lead, lift, ascent, descent, royalty, taxes, cess, compensation, crossing of nallahs /stream and other obstructions including mechanical compaction in layers with watering to 95% of MDD (as per IS 2720 part 8), handling, re-handling, dressing to the final profile with all labour, material, tools, plant, machinery and	2,000	Cum	271.46	6.00%	5,75,500.00

Schedule 'B' Other Civil Works							
S. No	Item No.	Description of Item	Quantity	Unit	Basic Rate in INR	Add % Above for Estimate	Estimated amount in INR
		equipment, taxes, cess etc. as a complete job in accordance with the specification and drawings.					
31	NS-2	Supplying and laying in position M-35 RCC as per approved design mix with admixtures and manufactured in fully automatic batching plant and transported to site of work in transit mixer for all lifts & leads, having continuous agitated mixer, pumping concrete from transit mixer to site of laying, compacting, finishing & curing, with all labour, material, tools, plants, machinery and equipment, taxes, cess etc., as a complete job ,but excluding supplying & fixing form work (centring & shuttering),in accordance with the specification and drawings. Note – (i) Cost of cement is included in the above item. (ii) Cost of Reinforcement steel is not included in the above item and will be paid separately under item no.8(I) (USSOR item No. 025072) (iii) Cost of supplying & fixing form work (centring & shuttering) is not included in the above item (except pile cap & open foundation) and will be paid separately under relevant item no. 6(i),(ii),(iii) (USSOR item No. 025030)					
i	NS-2A	In Pile caps, open foundation & RCC Box/Sub way, well steining, well cap	4,000	Cum	7,776.37	6.00%	3,29,71,800.00
ii	NS-2B	In Piers, abutments, box	960	Cum	8,098.18	6.00%	82,40,707.20

Schedule 'B' Other Civil Works							
S. No	Item No.	Description of Item	Quantity	Unit	Basic Rate in INR	Add % Above for Estimate	Estimated amount in INR
iii	NS-2C	Abutment cap & Pier Cap, pedestals, approach slab, Deck slab	460	Cum	8,421.36	6.00%	41,06,254.40
iv	NS-2D	Retaining walls, wing walls, return walls, drop walls, curtain walls, toe walls etc. of all heights	700	Cum	7,888.74	6.00%	58,53,442.00
32	NS-3	Providing Boulder Backing behind wing wall, return wall, retaining wall with hand packed boulders & cobbles not less than 15cm in any direction & not less than 15kg (except smaller boulders required for filling voids) including all lead, lift, labour & other incidental charges as complete work in all respect. Cost of boulder/cobbles is included in this item.	1,900	Cum	1,475.82	6.00%	29,72,303.00
33	NS-4	Providing and fixing Weep Holes in Abutments, RCC Box, Wing walls and Return walls etc., of new bridges with 110mm dia UPVC pipe (IS :13592) Type A ISI marked with all contractor's men, material, transportation, all taxes as per specifications and as directed by Engineer-in-Charge.	1,500	Rmt	266.91	6.00%	4,24,380.00
34	NS-5	Providing and fixing of 75mm dia PVC pipe for weep holes in abutments, Wing Wall, Return Wall, Face wall, retaining wall etc. at suitable intervals as directed by the Engineer-in-charge.	1,000	Rmt	231.00	6.00%	2,44,860.00
35	NS-6	Providing and laying of filter media consisting of granular materials of GW, GP, SW groups as per IS:1498 (latest) in required profile behind boulder filling of abutments, wing walls / return walls etc. above bed level with all labour and material	8,500	Cum	2,441.23	6.00%	2,19,95,450.00

Schedule 'B' Other Civil Works							
S. No	Item No.	Description of Item	Quantity	Unit	Basic Rate in INR	Add % Above for Estimate	Estimated amount in INR
		complete job as per drawing and technical specification of RDSO Guidelines.					
36	NS-7	<p>Casting, supplying and installation of Pre-cast cement concrete blocks of size 25X25 X20cm. or of required size as directed by the Engineer for protective works at bridges & banks like pitching, toe wall, flooring, drains etc. using M20 design concrete mix with 20mm aggregate size including Contractor's shuttering, leading to bridge site from casting depot, including dressing and levelling of surface, providing gravel backing, laying & jointing blocks with cement mortar 1:3 with Contractor's labour and as directed by Engineer-in-charge (All labour and materials including cement by Contractor).</p> <p>Note:</p> <p>i) Payment for gravel backing will be paid under item no. NS-12 of this Bill.</p> <p>ii) 60% Payment shall be made after casting of pre-cast concrete blocks and bringing at work site. The balance 40% will be made on completion of laying and finishing.</p> <p>iii) Measurement is based on quantity calculation of blocks used only (no of blocks x volume of one block).</p>	1,400	Cum	7,731.14	6.00%	1,14,73,014.00
37	NS-8	Supplying and laying of 150mm thick well graded stones aggregate/gravel as base layer over the slopes of embankment with manual dressing with	1,080	Cum	2,139.90	6.00%	24,49,753.20

Schedule 'B' Other Civil Works							
S. No	Item No.	Description of Item	Quantity	Unit	Basic Rate in INR	Add % Above for Estimate	Estimated amount in INR
		water compaction including the cost of supply of all material, labour, lead, lift, tools, plants, crossing of tracks etc. complete as per approved drawings and technical specifications.					
38	NS- 9	Supply & installation of precoated galvanized iron profile sheets (size, shape and pitch of corrugation as approved by Engineer-in-charge) 0.50mm +/- 5% total coated thickness (TCT) thick Zinc coating 120gsm as per IS:277 in 240mpa steel grade, 5-7microns epoxy primer on both side of the sheet and polyester topcoat 15-18 microns. Sheet should have protective guard film of 25 microns minimum to avoid scratches while transportation and should be supplied in single length upto 12 metre or as desired by Engineer-in-charge. The sheet shall be fixed using self drilling / self tapping screws of size (5.5 x 55mm) with EPDM seal or with polymer coated J or L hooks, bolts and nuts 8mm diameter with bitumen and G.I. limpet washers or with G.I. limpet washers filled with white lead complete upto any pitch in horizontal/vertical or curved surfaces excluding the cost of purlins, rafters and trusses and including cutting to size and shape wherever required.	100	Sqm	756.52	6.00%	80,191.00
Total Estimated Amount of Schedule 'B'							30,96,87,196.96

8 Schedule C: Item rate for miscellaneous works

Schedule C						
Item rate for miscellaneous works						
S. No	Item Reference DSR-21/ USSOR- 2019(NWR)/ NS	Description of Item	Unit	Basic Rate in INR	Add % Above for Estimate	Estimated Rate in INR
C1-Civil Works						
1	DSR-21 19.35	Providing and laying Non Pressure NP-3 class (Medium duty) R.C.C. pipes including collars/spigot jointed with stiff mixture of cement mortar in the proportion of 1:2 (1 cement : 2 fine sand) including testing of joints etc. complete.				
i	19.35.1	450mm dia. RCC pipes	Metre	2385.5	2.49%	2444.90
ii	19.35.2	600 mm dia RCC pipes.	Metre	3051.55	2.49%	3127.53
2	DSR-21 19.6	Providing and laying non-pressure NP2 class (light duty) R.C.C. pipes with collars jointed with stiff mixture of cement mortar in the proportion of 1:2 (1 cement : 2 fine sand) including testing of joints etc. complete :				
i	19.6.1	100 mm dia. R.C.C. pipe	Metre	447.25	2.49%	458.39
ii	19.6.2	150 mm dia. R.C.C. pipe	Metre	493.1	2.49%	505.38
iii	19.6.3	250 mm dia. R.C.C. pipe	Metre	811	2.49%	831.19

Schedule C						
Item rate for miscellaneous woks						
S. No	Item Reference DSR-21/ USSOR- 2019(NWR) / NS	Description of Item	Unit	Basic Rate in INR	Add % Above for Estimate	Estimated Rate in INR
3	DSR-2021 16.90	Providing and laying tactile tile (for vision impaired persons as per standards) of size 300x300x9.8mm having with water absorption less than 0.5% and conforming to IS:15622 of approved make in all colours and shades in for outdoor floors such as footpath, court yard, multi modals location etc., laid on 20mm thick base of cement mortar 1:4 (1 cement : 4 coarse sand) in all shapes & patterns including grouting the joints with white cement mixed with matching pigments etc. complete as per direction of Engineer-in-Charge.	Sqm	1719	2.49%	1761.80
4	DSR-21 11.26	Kota stone slab flooring over 20 mm (average) thick base laid over and jointed with grey cement slurry mixed with pigment to match the shade of the slab, including rubbing and polishing complete with base of cement mortar 1: 4 (1cement: 4 coarse sand) Cost of cement is included in this item.				
i	11.26.1	25 mm thick	Sqm	1706.6	2.49%	1749.09
5	USSOR- 2019(NWR) 031110	Load testing of one or more spans of bridge as selected by the Engineer as per approved load test procedure following relevant IS/IRC/Railway codes with contractor's labour, deflection measuring instruments, loading materials, recoding and analyzing the load testing results including all lead & lift, etc. complete as				

Schedule C						
Item rate for miscellaneous woks						
S. No	Item Reference DSR-21/ USSOR- 2019(NWR) / NS	Description of Item	Unit	Basic Rate in INR	Add % Above for Estimate	Estimated Rate in INR
		required. The rates are all inclusive and will be paid after load test is finished and girder is cleared of the kentledges/loading material etc. The load shall be 1.25 times the stipulated design load.				
i	031111	For Span design load upto 100 MT	Each	85662.09	5.78%	90613.36
ii	031112	Extra for every increase 1 MT or part thereof in the span design load capacity upto 800 MT	MT	845.81	5.78%	894.70
6	NS-1	Boring 1200 mm diameter piles using Hydraulic Rig in all kinds of strata including boulder studded soil, underground structure like channel, sewer manholes, old foundation or any other obstruction, irrespective of sub-soil water level in all conditions whether dry or under water, shoe and temporary casing pipe, if required, with contractor plant, machinery & equipment for pile boring, use of bentonite slurry including all operations, cleaning of bore holes, supplying and laying in-situ with tremie pipe M-35 RCC in piles as per approved design mix with admixtures and manufactured in fully automatic batching plant and transported to site of work in transit mixer for all lifts & leads, having continuous agitated mixer, pumping concrete from transit mixer to site of laying including supplying & fixing form work (centering & shuttering),	Rmt	10,232.00	At par	10,232.00

Schedule C						
Item rate for miscellaneous woks						
S. No	Item Reference DSR-21/ USSOR- 2019(NWR) / NS	Description of Item	Unit	Basic Rate in INR	Add % Above for Estimate	Estimated Rate in INR
		<p>compacting, finishing, curing, chipping off pile top to remove laitance concrete above cut off level, removal and disposal of surplus excavated earth/debris/muck outside ROW including all lead, lift, ascends, descends, loading, unloading handling, re-handling, crossing of stream, nallahs, railway track, level crossing etc. with all labour, material, tools, plants, machinery and equipment, taxes, cess etc. as a complete job in accordance with the Specification and the Drawings.</p> <p>Note –</p> <p>i. Cost of cement is included in the above item.</p> <p>ii. Cost of Reinforcement steel is not included in the above item and will be paid separately under relevant item of Schedule-B.</p> <p>iii. Cost of temporary casing pipe is included in the above item. However, cost of permanent casing pipe is not included in this item and shall be paid separately under item, if required and approved by the Engineer.</p>				

Total Estimated cost of Schedule 'C'- INR 2.00 Crore (INR 20 million).

Price Schedule

(Please refer Price Schedule uploaded on e-procurement portal)

[BoQ](#)

Tender Inviting Authority: Haryana Rail Infrastructure Development Corporation Limited

Name of Work: C-4: Composite Contract package in connection with New BG Railway Line of HORC project for:
 (i) Design & Construction of Twin Tunnel using NATM and Cut & Cover method from km 24.880 to km 29.580;
 (ii) Design & Installation of Ballastless Track (excluding supply of rails) from km 24.856 to km 29.680;
 (iii) Detailed Design, Supply, Installation, Testing & Commissioning of General Electrical Services including Supply, Erection, Testing and Commissioning of Power and Control Cable Network, GIS Substation (11/0.433) kVA, Tunnel lighting system etc. from km 24.880 to km 29.680;
 (iv) Design & Construction of Embankment, Bridges and other miscellaneous works from km 12.00 to km 18.00.

Contract No: HORC/HRIDC/C-4/2022

Name of the Bidder/ Bidding Firm / Company :					
PRICE SCHEDULE					
(This BOQ template must not be modified/replaced by the bidder and the same should be uploaded as per the format provided in the event columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder's values only)					
NUMBER #	TEXT #	TEXT #	NUMBER #	TEXT #	
Sl. No.	Item Description	Units	To be entered by the Bidder in Rs. P	TOTAL AMOUNT With Taxes Rs. P	TOTAL AMOUNT In Words
1.01	Schedule A: Lumpsum component of Works	Lump Sum		0.00	INR Zero Only
Total in Figures				0.00	INR Zero Only
Quoted Rate in Words					INR Zero Only

 *Tenderer is only required to fill the information in the boxes highlighted with cyan colour in Price Schedule (Excel sheet)

Price Schedule Contd.

(Please refer Price Schedule uploaded on e-procurement portal)

[View BoQ](#)

Tender Inviting Authority: Haryana Rail Infrastructure Development Corporation Limited

C-4: Composite Contract package in connection with New BG Railway Line of HIRC project for:

- (i) Design & Construction of Twin Tunnel using NATM and Cut & Cover method from km 24.880 to km 29.580;
- (ii) Design & Installation of Ballastless Track (excluding supply of rails) from km 24.856 to km 29.680;
- (iii) Detailed Design, Supply, Installation, Testing & Commissioning of General Electrical Services including Supply, Erection, Testing and Commissioning of 11kV HT/LT Power and Control Cable Network, GIS Substation (11/0.433) kVA, Tunnel lighting system, etc. from km 24.880 to km 29.680;
- (iv) Design & Construction of Embankment, Bridges and other miscellaneous works from km 12.00 to km 18.00.

Contract No: HIRC/HRIDC/C-4/2022

Name of the Bidder/ Bidding Firm / Company:						
PRICE SCHEDULE						
(This BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevant columns, else the bidder will be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only)						
NUMBER #	TEXT #	NUMBER	NUMBER #	TEXT	AMOUNT With Taxes Rs. P Rs. P	TOTAL AMOUNT In Words
Sl. No.	Item Description	Estimated Rate in Rs. P	PERCENTAGE RATE (%) to be entered by the Bidder	Select Excess or less		
1.01	Schedule B: Other Civil Works	30,96,87,196.96		SELECT		0.00 INR Zero Only
1.02	Schedule C: Item rate for miscellaneous works	2.00		SELECT		0.00 INR Zero Only
Total in Figures					0.00	INR Zero Only
Quoted Rate in Words					INR Zero Only	

 *Tenderer is only required to fill the information in the boxes highlighted with cyan colour in Price Schedule (Excel sheet)

Price Schedule Contd.

(Please refer Price Schedule uploaded on e-procurement portal)



Tender Inviting Authority: Haryana Rail Infrastructure Development Corporation Limited

C-4: Composite Contract package in connection with New BG Railway Line of HORC project for:

(i) Design & Construction of Twin Tunnel using NATM and Cut & Cover method from km 24.880 to km 29.580;

(ii) Design & Installation of Ballastless Track (excluding supply of rails) from km 24.856 to km 29.680;

(iii) Detailed Design, Supply, Installation, Testing & Commissioning of General Electrical Services including Supply, Erection, Testing and Commissioning of 11kV HT/LT Power and Control Cable Network, GIS Substation (11/0.433) kVA, Tunnel lighting system, etc. from km 24.880 to km 29.680;

(iv) Design & Construction of Embankment, Bridges and other miscellaneous works from km 12.00 to km 18.00.

Contract No: HORC/HRIDC/C-4/2022

Name of the Bidder/ Bidding Firm / Company :			
PRICE SCHEDULE-SUMMARY SHEET			
(This BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevant cost. The bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only.)			
NUMBER #	TEXT #	NUMBER #	TEXT #
Sl. No.	Item Description	TOTAL AMOUNT With Taxes Rs. P Rs. P	TOTAL AMOUNT In Words
1.01	Schedule-A: Lumpsum component of Works	0.00	INR Zero Only
1.02	Schedule-B: Other Civil Works	0.00	INR Zero Only
1.03	Schedule-C: Item rate for miscellaneous works	0.00	INR Zero Only
1.04	Provisional Sums	10,00,00,000.00	INR Ten Crore Only
Total in Figures		10,00,00,000.00	INR Ten Crore Only
Quoted Rate in Words		INR Ten Crore Only	

*Tenderer is only required to fill the information in the boxes highlighted with cyan colour in Price Schedule (Excel sheet)

Section V - Eligible Countries

Eligibility for the Provision of Goods, Works and Non-Consulting Services in Bank-Financed Procurement

In reference to ITT 4.8 and 5.1, for the information of the Tenderers, at the present time, firms, goods and services from the following countries are excluded from this Tendering process:

Under ITT 4.8 (a) and 5.1: *None*

Under ITT 4.8 (b) and 5.1: *None*

Section VI - Prohibited Practices

1. The Bank requires that the Recipient (and all other beneficiaries of the Bank financing), as well as tenderers, suppliers, contractors, concessionaires and consultants under Bank-financed contracts for the Project, observe the highest standard of transparency and integrity during the procurement, execution and implementation of such contracts.
2. Definitions. In pursuance of this policy, the Bank defines the terms set forth below as Prohibited Practices:
 - (a) “**coercive practice**” means impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of a party to influence improperly the actions of a party;
 - (b) “**collusive practice**” means an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;
 - (c) “**corrupt practice**” means the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;
 - (d) “**fraudulent practice**” means any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation.
 - (e) “**misuse of resources**” means improper use of the Bank’s resources, carried out either intentionally or through reckless disregard;
 - (f) “**obstructive practice**” means any of the following practices: (i) deliberately destroying, falsifying, altering or concealing of evidence material to a Bank investigation; (ii) making false statements to investigators in order to materially impede a Bank investigation into allegations of a Prohibited Practice; (iii) failing to comply with requests to provide information, documents or records in connection with a Bank investigation; (iv) threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to a Bank investigation or from pursuing the investigation; or (v) materially impeding the exercise of the Bank’s contractual rights of audit or inspection or access to information; and
 - (g) “**theft**” means the misappropriation of property belonging to another party.
3. Any occurrence, or suspected occurrence, of a Prohibited Practice in the procurement, award, or implementation of a Bank-financed contract is dealt with in accordance with the provisions of the Bank’s Policy on Prohibited Practices. Suppliers, contractors, service providers and consultants selected pursuant to the provisions of Section II and concessionaires selected

pursuant to paragraph 14.3 of the Bank’s Procurement Instructions for Recipients, as well as the Recipient shall fully cooperate with the Bank (or a cofinancier undertaking an investigation pursuant to paragraph 6.1 of the Bank’s Procurement Instructions for Recipients) in any investigation into an alleged Prohibited Practice to be carried out pursuant to the Policy on Prohibited Practices, and permit the Bank or its representative (including such co-financier) to inspect such of their accounts and records as may be relevant for such investigation and to have such records and accounts audited by the auditors appointed by the Bank.

4. Provisions to this effect are included in the Legal Agreements and the procurement contracts with such entities.
5. If the Project is financed by a sovereign-backed loan, the Bank (or, where relevant, a co-financier having undertaken an investigation pursuant to paragraph 6.1 of the Bank’s Procurement Instructions for Recipients):
 - (a) may take any of the following additional actions in connection with a Prohibited Practice under the Project:
 - (i) reject a proposal for award if it determines that the tenderer recommended for award, or any of its personnel, or its agents, or its sub-consultants, subcontractors, service providers, suppliers or their employees, has, directly or indirectly, engaged in a prohibited practice in competing for the contract in question; and
 - (ii) cancel the undisbursed portion of the loan allocated to a contract (and require reimbursement of the disbursed portion of the loan allocated to the contract) if it determines at any time that representatives of the Recipient or of a recipient of any part of the proceeds of the loan engaged in a prohibited practice during the procurement, administration or implementation of the contract in question; and
 - (b) requires that a clause be included in tender documents and in contracts financed by the Bank loan, requiring tenderers, suppliers and contractors, and their subcontractors, agents, personnel, consultants, service providers, or suppliers, to permit the Bank (and a co-financier undertaking an investigation pursuant to paragraph 6.1 of the Bank’s Procurement Instructions for Recipients) to inspect all accounts, records, and other documents relating to the submission of tenders and contract performance, and to have them audited by auditors appointed by the Bank.