

National High-Speed Rail Corporation  
Limited (NHSRCL)

(A Joint Sector Company of Govt. of India and  
Participating State Government)



Name of the work: “Supply of Survey Teams for Mumbai  
Ahmedabad High-Speed Rail  
Corridor section under the  
Jurisdiction of CPM (Civil)/Palghar”.

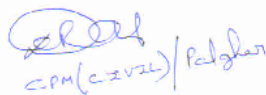
Tender No.: NHSRCL/CPM(Civil)/Palghar/19-20/03

**TENDER DOCUMENT**

2019-2020

**National High Speed Rail Corporation Limited (NHSRCL),**  
102, Adinath Villa, Opposite Taashi’s Hotel, Vagulsar, Mahim Road,  
Place, Taluka, District & Post Office: – Palghar, Pin: 401404, Maharashtra,  
India.

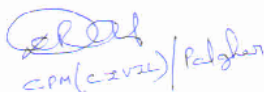
Telephone number: 02525-240450, Mobile: 7498260167



CPM(Civil)/Palghar

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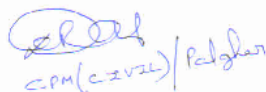
  
CPM(Civil)/Palghar

BID SUMMARY

Tender Notice No.	NHSRCL/CPM(Civil)/Palghar/19-20/03
Name of Work	“Supply of Survey Teams for Mumbai Ahmedabad High-Speed Rail Corridor section under the Jurisdiction of CPM (Civil)/Palghar”.
Client/ Employer	National High-Speed Rail Corporation Limited, New Delhi.
Tender to be submitted / deposited / addressed (if it is sent by Post) to the office of	<b>Chief Project Manager (Civil)/Palghar, National High Speed Rail Corporation Limited (NHSRCL),</b> 102, Adinath Villa, Opposite Taashi’s Hotel, Vagulsar, Mahim Road, Place, Taluka, District & Post Office: – Palghar, Pin: 401404, Maharashtra, India. Telephone number: 02525-240450, Mobile: 7498260167
Estimated Cost	₹ 1,01,24,512/- (One Crore One Lakh Twenty Four Thousand Five Hundred Twelve Only)
Cost of Tender document	₹ 5,900/- <b>(Five Thousand Nine Hundred Only)</b> including GST @18%.
Earnest Money Deposit	₹ 2,00,700/- (Two Lakh Seven Hundred Only).
Completion period	24 (Twenty Four) months.
Date and time of issue of tenders	10:30 hrs. to 16:00 hrs. on all working days from 27.08.2019 to 19.09.2019.
Date and time of submission of tender	Up to 19.09.2019 up to 15:00 hrs.
Date and time of opening of Bid	On 19.09.2019 at 15:30 hrs.

**Office of Chief Project Manager (Civil)/Palghar,  
National High Speed Rail Corporation Limited ( NHSRCL ),  
102, Adinath Villa, Opposite Taashi’s Hotel, Vagulsar, Mahim Road,  
Place, Taluka, District & Post Office: – Palghar, Pin: 401404, Maharashtra,  
India.**

Telephone number: 02525-240450, Mobile: 7498260167



CPM(Civil)/Palghar

**SECTION - I**  
**NOTICE INVITING TENDER (NIT)**

**National High Speed Rail Corporation Limited  
(A Joint Sector Company of Govt. of India and Participating  
State Governments)**



## **NO.: NHSRCL/CPM(Civil)/Palghar/19-20/03**

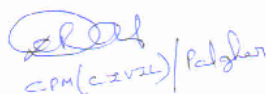
### **NOTICE INVITING TENDER (Single Stage One Packet Bidding)**

**Sub: Supply of Survey Teams for Mumbai Ahmedabad High-Speed Rail Corridor section under the Jurisdiction of CPM (Civil)/Palghar.**

- 1.0 Chief Project Manager (Civil)- Palghar, National High Speed Rail Corporation Limited, Adinath Villa, Survey No 827/4, Plot No 19. Vagulsar, Palghar Mahim Rd., Tal & District – Palghar, Pin 401404, Maharashtra, India invites sealed Tender on prescribed forms for the above mentioned work.

<b>S No.</b>	<b>Name of Services</b>	<b>Time &amp; Date of Submission</b>	<b>Earnest Money Deposit (Rs.)</b>	<b>Completion Period</b>
1	<b>Supply of Survey Teams for Mumbai Ahmedabad High-Speed Rail Corridor section under the Jurisdiction of CPM (Civil)/Palghar</b>	<b>Up to 1500 Hrs on 19.09.2019</b>	<b>₹ 2,00,700/- (Two Lakh Seven Hundred Only)</b>	<b>24 (Twenty Four) Months</b>

- 2.0 The cost of Tender Document is ₹ 5,900 /- (**Five Thousand Nine Hundred Only**) inclusive of GST@18%, in the form of DD or banker's cheque from any Nationalized or Scheduled Indian Bank in favour of "National High Speed Rail Corporation Limited".

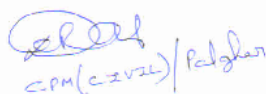
  
CPM(Civil)/Palghar

The tender documents will be available for download on [www.nhsrcl.in](http://www.nhsrcl.in) under the link “Tenders -->Active Tenders” and on CPP portal (<https://eprocure.gov.in/cppp/> ).

The cost of tender document should be submitted along with tender form in the form of Pay Order/Demand Draft/Fixed Deposit Receipt payable in favour of M/s National High Speed Rail Corporation Limited at New Delhi. Tenders received without tender fee shall be summarily rejected.

- 3.0 Completed original tender documents sealed in an envelope super-scribing the name of work; name of the bidder and address of the tender, shall be submitted at NHSRCL’s office at address in Para 1.0 above on or before 15:00 hrs. on **19.09.2019**. Tender duly sealed in the prescribed manner above can also be sent through Registered Post/Courier so as to reach at the office address given in para 1.0 above **not later than 15.00 hrs. on 19.09.2019**. Any tender received later than 15:00 hrs. at NHSRCL’s office at Palghar on **19.09.2019** shall be rejected and returned to the bidder unopened. Earnest Money Deposit of ₹ **2,00,700/- (Two Lakh Seven Hundred Only)** may be submitted in the form of Pay Order/Demand Draft/Fixed Deposit Receipt payable in favour of M/s National High Speed Rail Corporation Limited at New Delhi. Tender received without Earnest Money Deposit shall be summarily rejected.
- 4.0 Tender shall be submitted in accordance with the terms of the “Instruction to Tenderers” in the attachment hereto, which forms part of this Notice Inviting Tender.
- 5.0 National High Speed Rail Corporation Limited reserves the right to cancel the tender before submission/opening of tender, postpone the tender submission/opening date and to accept /reject any or all tenders without assigning any reasons thereof.
- 6.0 Tenderer may note that they are liable to be disqualified at any time during the tendering process in case any of the information furnished by them is not found to be true. The decision of NHSRCL in this regard shall be final and binding.
- 7.0 The validity of the offer shall be 90 days from the date of opening of the tender.
- 8.0 Minimum Eligibility Criteria for Open Tenders Costing Above ₹ 50 Lakhs is as under:

<p>The tender must have successfully completed any of the following in last 07(seven) years, ending last day of month previous to the one in which tender is invited.</p> <p>Three similar works costing not less than amount equal to 40% of advertised value of the tender, or</p>	<p>i) Similar nature of works physically completed within the <b>qualifying period</b> i.e. the last 7 financial years ending last day of month previous to the one in which tender is invited, shall <b>only</b> be considered in evaluating the eligibility criteria.</p> <p>ii) The total value of similar nature of works completed</p>
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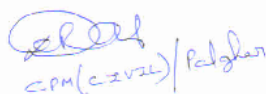


CPM(Civil)/Palghar

<p>Two similar works costing not less than the amount equal to 50% of advertised value of tender, or One similar work costing not less than the amount equal to 80% of advertised value of the tender.</p>	<p>during the qualifying period, and not the total payments received within qualifying period, shall be considered. In case, final bill of similar nature of works has not been passed and final measurements have not been recorded, the paid amount including statutory deduction is to be considered. If final measurements have been recorded and work has been completed with negative variation, then also the paid amount with statutory deduction is to be considered. However, if final measurements have been recorded and work has been completed with positive variation but variation has not been sanctioned, original value or last sanctioned agreement value whichever is lower shall be considered for judging eligibility.</p>
<p>2. Total contract amount received during the last three years and in three financial years and in current financial year.</p>	<p>Should be a minimum of 150% of advertise tender value of work in support of which attested certificate from Employer/ Client, audited Balance Sheet duly certified by Chartered Accountant etc. should be submitted by the tender.</p>
<p>3. Works costing less than 50 Lakhs</p>	<p>For works where advertised value is below 50.00 lakhs, but tenderers quoting their offer more than ₹ 50.00 lakhs, eligibility shall be evaluated with reference to face value of tender floated and not value of tender offer.</p>

If the tenderer does not submit any proof for meeting with the eligibility criteria as given above and Tender Conditions, along with the offer, the same will be considered incomplete and will be summarily rejected.

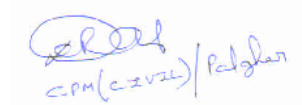
- 9.0 Similar Nature work for the current work will be considered as “**Survey Work**”.
- 10.0 **Rates should be quoted in BOQ only.** Rate quoted elsewhere in the tender document or given in separate envelope shall not be evaluated and tender shall be considered incomplete.



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- 11.0 **Any special conditions shall be brought out clearly in the forwarding letter.** Any special condition quoted elsewhere in the tender document shall not be considered part of offer.
- 12.0 **A notarized affidavit shall be submitted** on non-judicial stamp paper stating that they are not liable to be disqualified and all their statements/ documents submitted along with bid are true and factual. Standard format of the affidavit to be submitted by the bidder is enclosed in Instruction to tenderer (Annexure F).

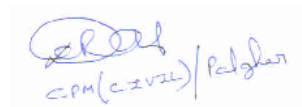
**National High Speed Rail Corporation Limited ( NHSRCL ),**  
**Office of Chief Project manager (Civil),**  
102, Adinath Villa, Opposite of Tashish Hotel,  
Vagulsar, Mahim Road,  
Place, Taluka, District & Post Office: Palghar,  
Pin: 401404, Maharashtra, India.  
Telephone number: 02525-240450, Mobile: 7498260167



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**SECTION-II**  
**FORM OF BID**



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**FORM OF BID**

To  
NATIONAL HIGH SPEED RAIL CORPORATION LIMITED  
Acting through

**Chief Project Manager (Civil)/Palghar,  
National High Speed Rail Corporation Limited (NHSRCL),  
102, Adinath Villa, Opposite Taashi's Hotel, Vagulsar, Mahim Road,  
Place, Taluka, District & Post Office: – Palghar,  
Pin: 401404, Maharashtra, India.**

Dear Sir,  
I/We, \_\_\_\_\_ (Name and address of the Tenderer)  
have read the various terms and conditions of the tender documents attached  
herewith duly signed by me/us and agree to abide by the same. I/We also agree  
to keep this tender open for acceptance for a period of 90 days from the date  
fixed for opening the same.

I/We have quoted our rates in the Bill of Quantities taking into account all the  
above factors and we offer to do the work **“Supply of Survey Teams for  
Mumbai Ahmedabad High-Speed Rail Corridor section under the  
Jurisdiction of CPM (Civil)/Palghar”** quoted in the attached Bill of Quantities  
and hereby bind ourselves to complete the work in all respects within time  
schedule depicted in tender documents from the date of issue of letter of  
acceptance of tender.

I/We also understand that until a formal Contract Agreement is executed, Letter  
of Acceptance along with all tender documents shall constitute a binding  
contract between me/us and National High Speed Rail Corporation Limited.

Thanking you,

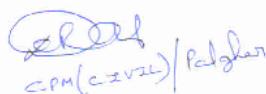
Yours faithfully,

Signature \_\_\_\_\_ in capacity of \_\_\_\_\_

\_\_\_\_\_ duly authorised to sign bids for and on behalf of:

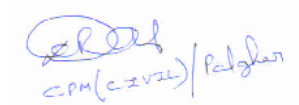
(In Block capital letters)

Date this \_\_\_\_\_ day of \_\_\_\_\_ 2019



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**SECTION-III**  
**INSTRUCTIONS TO Tenderer (ITT)**



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## Instructions to Tenderers (ITT)

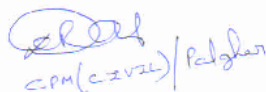
### A. INTRODUCTION

#### 1 General

1.1 **Name of the Work:** As indicated in 'Appendix to Tender'. i.e. **"Supply of Survey Teams for Mumbai Ahmedabad High-Speed Rail Corridor section under the Jurisdiction of CPM (Civil)/Palghar"**.

1.2 The bidder should accompany the following documents duly sealed in the tender envelope:

- i) Attested copies of Affidavit for sole proprietorship / partnership deed / memorandum and Articles of Association along with details pertaining to place of registration, principal place of business of the firm, etc.
- ii) Attested copy of power of attorney on non judicial stamp paper of appropriate value of the signatory of bid on behalf of the tenderer.
- iii) Earnest Money Deposit of **₹ 2,00,700/- (Two Lakh Seven Hundred Only)**/- may be submitted in the form of Pay Order/Demand Draft/Fixed Deposit Receipt payable in favour of M/s National High Speed Rail Corporation Limited payable at New Delhi. Tender received without Earnest Money Deposit shall be summarily rejected.
- iv) Attested copy of PF Registration Certificate, Goods and Service Tax Registration (as applicable) & PAN Card.
- v) Details of deployment of resources.
- vi) Last Three financial year's and current financial year audited Balance Sheet duly certified by Chartered Accountant for eligibility criteria @ 150% of Advertised Cost.
- vii) Copies of the work completion certificates duly attested from the clients for having completed works of similar nature should be as per enclosed format.
- viii) The work experience certificate of works executed on **back to back basis / subletted** works shall not be considered.
- ix) A copy of notarized affidavit non-judicial stamp paper stating that they are not liable to be disqualified and all their statements/ documents submitted along with bid are true and factual. Standard format of the affidavit to be submitted



CPM(Civil)/Palghar

by the bidder is enclosed as Annexure F. Non-submission of a copy of notarised affidavit by the bidder shall result in summarily rejection of his/ their bid. It shall be mandatorily incumbent upon the tenderer to identify, state and submit the supporting document duly self-attested by which they/he are/is qualifying the Qualifying Criteria mentioned in the tender document.

1.3 The work is proposed to be executed under the following relationship:

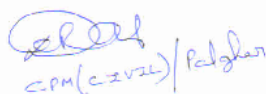
- a) **Client: National High Speed Rail Corporation Limited, 102, Adinath Villa, Opposite Taashi's Hotel, Vagulsar, Mahim Road, Place, Taluka, District & Post Office: – Palghar, Pin: 401404, Maharashtra, India.**
- b) **Employer:** National High Speed Rail Corporation Limited address as above.
- c) **Contractor:** The successful Tenderer to whom the work is awarded shall become the Contractor who will provide survey team(s) for the execution of the work.

1.4 Throughout these bidding documents, the terms “bid” and “tender” and their derivatives (“bidder”/ “Tenderer”) “bid/tendered”, “bidding”/ “tendering” etc are synonymous. Day means calendar day. Singular also means plural.

1.5 **Scope of Work:** The scope of work inter alia includes provisioning of 02 (Two) Survey Teams for 24 (Twenty Four) months (at Palghar) with a provision of further extension of 6 (six) months on existing terms & conditions to be mutually agreed by the two sides. The team shall undertake DGPS Survey & Detailed Survey, Cadastral Survey, with Total Station Survey activities at CPM (Chief Project Manager) location namely Palghar Section. The teams will also assist in checking of permanent works being executed at site from time to time. The number of teams to be deployed at site at a time will generally be 2 Nos., however, the same may be increased or decreased depending on the quantum of work as per instructions of engineer in charge. The instructions regarding deployment of survey team(s) will be intimated to the contractor one week in advance. Accordingly, survey team(s) shall be deployed.

Each team at any given point of time shall consist of a minimum of 01 (One) Surveyor along with 02 (Two) Assistants with requisite experience for carrying out the survey task along with

Signature of Tenderer



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all survey equipments and accessories to do Cadastral Survey, DGPS Survey, Total Station Survey with levelling work using Auto-level.

The Contractor shall use duly calibrated Cadastral Survey equipment, DGPS equipment & Detailed Survey with Total Station Survey DGPS equipment, Auto Level and Total Station Equipment of reputed make along with all other accessories required for the survey. The contractor shall submit a calibration certificate from the manufacturer or his authorized service agent for the total station equipment. The date of calibration certificate shall not be earlier than 3 months from the date of start of work and calibration certificate to be valid during the period of contract.

The Contractor shall report to the client on day-to-day basis and shall provide the necessary supervision & assistance from the back-office on an as-need basis in regards to processing of data and preparation of autocad drawings. The Contractor is also required to develop and process the survey data in an autocad form.

*(Refer Terms of References for other details)*

1.6 Tenderers may carefully note that they are liable to be disqualified at any time during the tendering process in case any of the information furnished by them is found to be inaccurate or untrue.

1.7 A Tenderer shall submit only one bid in the capacity of an Individual or Sole Proprietor, Partnership firm or Company. Violation of this condition is liable to a Tenderer's disqualification.

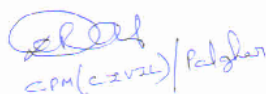
## 2.0 Rates / Prices/Costs

The rates shall be offered in the enclosed "Bill of Quantity" (BOQ). The rates shall include cost of all activities, wages, all allowances and benefits, payment towards entitled medical and annual leave, PF & PF contributions, incidental costs, insurance (as applicable).

## B BIDDING DOCUMENTS

### 3.0 Content of bidding documents

3.1 The bidding documents include the following:  
Notice Inviting Tender (NIT)  
Form of Bid



CPM(Civil)/Palghar

Instruction to Tenderer(ITT)  
Appendix to Tender  
Terms of References (ToR)  
Special Conditions of Contract (SCC)  
Annexures/Proformas  
Bill of Quantites

3.2 The bidder is expected to examine all instructions, terms, conditions, forms, specifications and any other information in the bidding documents. Failure to furnish all information required by the bidding documents or submission of a bid not substantially responsive to the bidding documents in every respect will be at the bidder's risk and may result in rejection of their bid.

#### 4.0 COST OF BIDDING

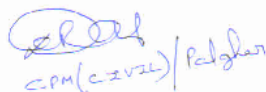
4.1 The bidder shall bear all costs associated with the preparation and submission of the bid and the Employer will in no case be responsible or liable for these costs regardless of the conduct or the outcome of the bidding process.

#### 5.0 UNDERSTANDING AND AMENDMENT OF TENDER DOCUMENTS

5.1 The bidder must obtain for itself on its own responsibility and its own cost all the information including risks, contingencies & other circumstances in execution of the work. It shall also carefully read and understand all its obligations & liabilities given in tender documents.

5.2 The bidder is advised to visit and examine the site where the work is to be executed and its surroundings or other areas as deemed fit by the bidder and obtain for itself on its own responsibility all information that may be necessary for preparing the bid and execution of the contract. The cost of visiting the site and collecting relevant data shall be at the bidder's own expenses. It is a condition of the tender that the Tenderer is deemed to have visited the site and satisfied himself with all the conditions prevailing including any difficulties for executing the work.

5.3 At any time prior to the deadline for submission of bids, Employer may for any reason whether at its own initiative or in response to any request by any prospective bidder amend the bidding documents by issuing Corrigendum, which shall be part of the Tender documents. The amendment shall also be published in NHSRCL website ([www.nhsrcl.in](http://www.nhsrcl.in)) and on CPP portal (<https://eprocure.gov.in/cppp/>).



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Non-inclusion of corrigendum shall be considered incomplete submission and such offers shall be liable for rejection.

- 5.4 Employer may at its discretion extend the deadline for submission of the bids at any time before the time of submission of the bids and the same will be published in NHSRCL website ([www.nhsrcl.in](http://www.nhsrcl.in)) and on CPP portal (<https://eprocure.gov.in/cppp/>).

## **C PREPARATION OF BIDS**

### **6.0 Language of Bid**

- 6.1 The bid prepared by the bidder and all documents related to the bid shall be written in English.

### **7.0 Signing of all Bid Papers and Completing Bill of Quantities**

- 7.1 All the pages of the tender documents, Bill of Quantities and accompanying documents must be properly stamped and signed by the authorized signatory holding the Power of Attorney on each page. (The bidder is to enclosed a copy of Power of Attorney).

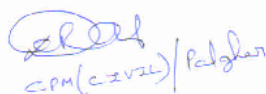
- 7.2 Bidder shall quote price/rate for all the BOQ items. While filling up the rates in the Bill of Quantities, bidder shall ensure that there is no discrepancy in the rates and amounts. In case of any discrepancy, the unit rate mentioned in respective column for rate and the amount mentioned for lump-sum items shall be taken as final and binding.

- 7.3 The bidder must fill and submit the prices as per instructions given in Bill of Quantities. He shall not make any addition or alteration.

- 7.4 Any overwriting, erasures or cancellations shall only be valid, if they are initialed by the signatory (ies) to the bid.

### **8.0 DEVIATIONS**

- 8.1 The bidder should clearly read and understand all the terms and conditions, specifications, drawings etc. mentioned in the original tender documents. If the Tenderer has any observations, the same may be indicated in his forwarding letter along with the tender. The Tenderer is advised not to make any corrections, additions or alterations in the original bid documents. If bidder makes any correction in his own entries the same shall be initialed and stamped by him. If this condition is not complied with, bid is liable to be rejected.



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**9.0 Period of Validity of the Tender**

9.1 The tender shall remain valid for the period indicated in "Appendix to Tender" after the date of the opening of the tender. If the Tenderer gives validity period less than that fixed/prescribed by Employer, the tender shall be liable to be rejected.

9.2 Notwithstanding the above clause, Employer may solicit the Tenderers' consent to an extension of the validity period of the tender. The request and the response shall be made in writing.

**D SUBMISSION OF BIDS:**

**10.0 Deadline for submission of tender**

10.1 The tender duly filled must be received by Employer at address specified not later than the date and time as mentioned in the "Notice Inviting Tender".

10.2 Any tender related documents received later than the deadline prescribed for submission of tender by Employer shall be rejected.

10.3 Tender brought to the office of Employer later than the deadline prescribed but before the opening time mentioned in the bidding document shall be declared as delayed tender and may be considered by Employer and decided on its merits. The decision of the Employer shall be final and binding.

10.4 Any Tender received after opening of the tender shall be rejected and returned unopened to the Tenderer.

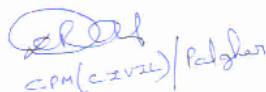
**11.0 WITHDRAWAL OF TENDER**

11.1 No tender can be withdrawn after submission and during tender validity period.

11.2 Submission of a tender by a Tenderer implies that he had read all the tender documents including amendments if any, visited the site and has made himself aware of the scope and specifications of the work to be done, local conditions and other factors having any bearing on the execution of the work.

**12.0 Sealing and Marking of tender document.**

12.1 The bidder shall submit the sealed tender in original clearly mentioning the name of work, due date and time of submission of the tender, name and address of the bidder and address of



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the tenderer. All documents should be submitted in one envelope unless specified.

**13.0 TRANSFER OF TENDER DOCUMENTS**

Transfer of **Tender documents** purchased by one intending Tenderer to another Tenderer is not permissible. Tenderer can submit tender only on the documents purchased by him.

**14.0 EARNEST MONEY DEPOSIT**

**Earnest Money Deposit**

The Tenderer must furnish the Earnest Money as indicated in 'Appendix to Tender' for the work as specified failing which the tender shall be summarily rejected. The Earnest Money may be in any one of the following forms:

- a) Pay Order/Demand Draft of any Scheduled Bank in India in favour of National High Speed Rail Corporation Limited payable at New Delhi. It is mandatory for bidders to provide their bankers details (name of bank and branch) along with their own bank details (account no., name of account holder, NEFT / RTGS details).
- b) Fixed Deposit Receipt issued by any Scheduled Bank in India endorsed in favour of National High Speed Rail Corporation Limited payable at New Delhi.
- c) No interest shall be allowed on Earnest Money Deposit.
- d) Any firm recognized by Department of Industrial Policy and Promotion(DIPP) as 'Startups' shall be exempted from payment of earnest money deposit detailed above.

For the successful Tenderer, earnest money will be retained as part of the security deposit.

**Forfeiture of Earnest Money:**

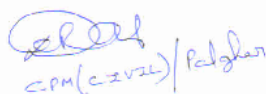
The Earnest Money of the successful Tenderer is liable to be forfeited if he fails to:

sign the Contract Agreement in accordance with the terms of the tender, or

Commence the work within the time period stipulated in the tender.

In case of forfeiture of EMD, the Tenderer shall be debarred from bidding in case of re-invitation of the tenders.

**Return of Earnest Money:**



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The Earnest Money of the unsuccessful Tenderers in the form of FDR shall be discharged and returned as promptly as possible and the Earnest Money in the form of DD/Pay Order shall be directly credited to his bank account through Electronic Fund Transfer, under advice to the bidder.

## 15.0 PERIOD OF VALIDITY OF THE TENDER

15.1 The tender shall remain valid for the period indicated in "Appendix to Tender" after the date of the opening of the tender. If the Tenderer gives validity period less than that fixed/prescribed by Employer, the tender shall be liable to be rejected.

15.2 Notwithstanding the above clause, Employer may solicit the Tenderers' consent to an extension of the validity period of the tender. The request and the response shall be made in writing.

## 16.0 SUBMISSION OF TENDERS

16.1 The tender shall be submitted on or before the due date and time with all the relevant documents as mentioned in the tender documents and the following:

Forwarding letter of the Tenderer. Any special conditions shall be brought out clearly in the forwarding letter. Any special condition quoted elsewhere in the tender document shall not be considered part of offer.

Documents as per checklist (As Per Annexure "I" of Instruction to Tenderer)

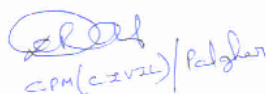
The Bill of Quantities(BOQ) with price quoted.

### Care in Submission

Before submitting the tender, the Tenderer/s will be deemed to have satisfied himself by his actual inspection of the site, climatic condition records from state government and/or Indian Meteorological Department and the locality of the works that all conditions liable to be encountered during execution of the works are taken into account and that the rates quoted by the Tenderer/s in the tender schedule are adequate and all-inclusive for the completion of works to the entire satisfaction of the Engineer in charge.

## E. BID OPENING AND EVALUATION

### OPENING OF THE TENDER



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- 17.1 Tenders will be opened at the address mentioned in “Notice Inviting Tender” in presence of Tenderers or authorized representatives of Tenderers who wish to attend the opening of tenders. Physical presence during Bid opening is optional.
- 17.2 Tenderers or their authorized representatives who are present shall sign register in evidence of their attendance.
- 17.3 Tenderers name, presence or absence of requisite total cost of work quoted or any other details as Employer may consider appropriate will be announced and recorded at the time of bid opening.

## 18.0 CLARIFICATION OF THE TENDERS

- 18.1 To assist the examination, evaluation and comparison of the tenders, Employer may at his discretion ask the Tenderers for any clarifications as considered essential. All such correspondence shall be in writing and no change in price or substance of the tender shall be sought or permitted. The above clarification for submission of the details shall form part of the tender and shall be binding on Tenderer.

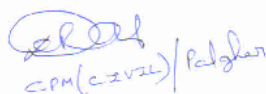
## 19.0 Negotiation

- 19.1 The Employer / Engineer reserves the right to negotiate the offer submitted by the Tenderer/s to withdraw certain conditions or to bring down the rates to a reasonable level. The Tenderer must note that during negotiation of rates of items of BOQ can only be reduced and not increased by the Tenderer. In case the Tenderer introduces any new condition or increases rates of any item of BOQ, his negotiated offer is liable to be rejected and the original offer shall remain valid and binding on him.

Should NHSRCL decide to negotiate with view to bring down the rates, the Tenderer called for negotiation should furnish the following form of declaration before the commencement of negotiation.

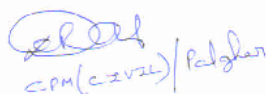
“I \_\_\_\_\_ do  
declare that in the event of failure of contemplated negotiations  
relating \_\_\_\_\_ to \_\_\_\_\_ Tender \_\_\_\_\_ No.  
\_\_\_\_\_ dated  
\_\_\_\_\_ my original tender shall remain open for  
acceptance on its original terms and conditions.”

## 20.0 Evaluation of Bid.



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- 20.1 The Employer shall examine the bids to determine whether they are complete, whether copy of all relevant documents have been received not later than the prescribed date and time for bid submission and generally in order.
- 20.2 Arithmetical errors shall be rectified on the following basis. If there is a discrepancy between the unit price and the total price, which is obtained by multiplying the unit price and quantity, or between subtotals and the total price, the unit or subtotal price shall prevail, and the total price shall be corrected.
- 20.3 Prior to the detailed evaluation, Employer shall determine whether each bid is of acceptable quality, is generally complete and is substantially responsive to the bidding documents. For purposes of this determination, a substantially responsive bid is one that conforms to all the terms, conditions and specifications of the bidding documents without material deviations, objections, conditionality or reservation. A material deviation, objections, conditionality or reservation is one:
- That affects in any substantial way the scope, quality or performance of the contract.
- That limits in any substantial way, inconsistent with the bidding documents, the Employers' rights or the successful Bidder's obligations under the contracts; or
- Whose rectification would unfairly affect the competitive position of other Bidders who are presenting substantially responsive bids.
- 20.4 In case of tenders containing any conditions or deviations or reservations about contents of tender document, Employer may ask for withdrawal of such conditions/deviations/reservations. If the Tenderer does not withdraw such conditions/deviations/reservations, the tender shall be treated as non-responsive. Employer's decision regarding responsiveness or non-responsiveness of a tender shall be final and binding.
- 21.0 Canvassing**
- 21.1 No Tenderer is permitted to canvass to Employer on any matter relating to this tender. Any Tenderer found doing so may be disqualified and his bid may be rejected.



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**22.0 RIGHT TO ACCEPT ANY TENDER OR REJECT ALL TENDERS**

Employer/Engineer reserves the right to accept, split, divide, negotiate, cancel or reject any tender or to annul and reject all tenders at any time prior to the award of the contract without incurring any liability to the affected Tenderers or any obligation to inform affected Tenderer, the grounds of such action.

**23.0 AWARD OF CONTRACT**

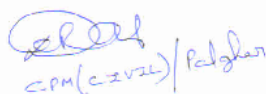
23.1 Employer/Engineer shall notify the successful Tenderer in writing by a Registered Letter/Courier/ Speed Post/FAX or per bearer that his tender has been accepted.

23.2 Letter of Acceptance after it is signed by the Contractor in token of his acceptance shall constitute a legal and binding contract between Employer/Engineer and the Contractor till such time the contract agreement is signed. The contract agreement is to be signed within 30 days from the date of issue of letter of acceptance. The Contractor shall have the Agreement stamped at the Stamping Officer and bear the cost in relation thereto.

**24.0 STANDARD OF SERVICE (S)**

Tenderer shall carry out the services in conformity with the generally accepted norms and sound standards of engineering / architect. Tenderer shall be responsible for the services rendered. In case of any deficiency or otherwise Tenderer shall promptly correct the same.

The Contractor shall indemnify and save harmless NHSRCL from and against all actions, suit proceedings losses, costs, damages, charges, claims and demands of every nature and description brought or recovered against NHSRCL by reason of any act or omission of the Contractor, his agents or employees, in the execution of the works or in his guarding of the same. All sums payable by way of compensation under any of these conditions shall be considered as reasonable compensation to be applied to the actual loss or damage sustained, and whether or not any damage shall have been sustained.



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## 25.0 TECHNICAL ELIGIBILITY CRITERIA

- a) The tender must have successfully completed any of the following in last 07(seven) years, ending last day of month previous to the one in which tender is invited.
- Three similar works costing not less than amount equal to 40% of advertised value of the tender, or
  - Two similar works costing not less than the amount equal to 50% of advertised value of tender, or
  - One similar work costing not less than the amount equal to 80% of advertised value of the tender.

Similar nature of work means "Survey Work"

- b) The total value of similar nature of work completed during the qualifying period and not the payments received within qualifying period alone, shall be considered. In case, final Bill of similar nature of work has not been passed and final measurements have not been recorded, the paid amount including statutory deductions will be considered.

If final measurements have been recorded and work has been completed with negative variation, then also the paid amount including statutory deductions will be considered.

However, if final measurements have been recorded and work has been completed with positive variation but variation has not been sanctioned, original agreement value or last sanctioned agreement value whichever is lower shall be considered for judging eligibility.

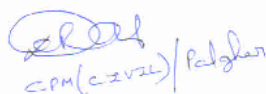
- c) The works executed by the tenderer for Government Departments or Semi Governments/ Public Sector undertakings/Corporations shall only be considered for eligibility. Works executed for private parties shall not be considered.

Tenderers shall submit self-attested photo copies of their Experience Certificates issued by an officer not below the rank of Executive Engineer / Equivalent grade in other Central / State Government Departments / Semi Government Departments / Public Sector Undertakings.

The certificate should indicate there-in the name of works executed, value of works, and period during which completed, bill paid etc., and with the signature, seal of the issuing officer, details of department, etc.

## 26.0 FINANCIAL ELIGIBILITY CRITERIA

The tenderer(s) shall be eligible only if he / they fulfil Eligibility Criteria of having received total contract amount during the last three financial years and in the current financial year upto date of



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tender opening, with a minimum of 150% of the advertised tender value.

Tenderer(s) should submit to this effect an attested certificate from the Government Departments or Semi Governments/Public Sector under takings for the work done for them, Audited balance sheet duly certified by the Chartered Accountant.

**27.0 CONDITIONS FOR PARTICIPATION OF PARTNERSHIP FIRM / PROPRIETARY FIRM /PRIVATE LIMITED COMPANY / LIMITED COMPANY:**

i) In case the tenderer is an individual / proprietary concern, the experience and turnover shall be in the name and style of the Individual / Proprietary concern only.

(Note: The partner of a Partnership Firm cannot claim the credentials of Partnership Firm to the extent of his share either during the subsistence of the Partnership Firm or after its dissolution).

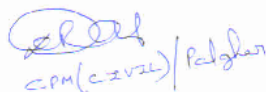
ii) In case the tenderer is a Partnership Firm(s), the experience and turnover shall be in the name and style of the firm only.

iii) If the Tenderer is a Partnership Firm, all the partners shall be jointly and severally liable for successful completion of the work and no request for change in the constitution of the Firm shall be entertained.

iv) During the currency of the contract, no partner of the firm shall be permitted to withdraw from the Partnership business and in such an event it shall be treated as breach of trust and abandonment of contract work.

2. Partnership deeds, Power of Attorney etc: -

The tenderer shall clearly specify whether the tender is submitted on his own or on behalf of a Partnership concern. If the tender is submitted on behalf of a Partnership concern, he should submit the certified copy of Partnership deed along with the tender and authorization to sign the tender documents on behalf of Partnership firm. If these documents are not enclosed along with tender documents, the tender will be treated as having been submitted by individual signing the tender documents. NHSRCL will not be bound by any Power of Attorney granted by the tenderer or by changes in the composition of the firm made subsequent to the execution of the contract. It may, however recognize such Power of Attorney and changes after obtaining proper legal advice, the cost of which will be chargeable to the contractor.



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3. The tenderer whether sole proprietor, a Limited Company or a Partnership Firm if they want to act through agent or individual partner(s) should submit along with the tender or at a later stage, a Power of Attorney duly stamped and authenticated by a Notary Public or by Magistrate in favour of the specific person whether he/they be partner(s) of the firm or any other person specifically authorizing him/them to submit the tender, sign the agreement, receive money, witness measurements, sign measurement books, compromise, settle, relinquish any claim(s) preferred by the firm and sign "No Claim Certificate" and refer all or any disputes to arbitration.

a) In case Proprietary Firm or HUF, the following documents shall be enclosed:

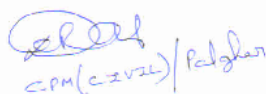
Affidavit on stamp paper of appropriate value declaring that his/her concern is a proprietary concern and he/she is sole proprietor of the concern or he/she is in position of "KARTA" of Hindu Undivided Family (HUF) and he/she has the authority, power and consent given by other partners to act on behalf of HUF.

b) In case Partnership Firm(s), the following documents shall be enclosed:

- i) Notary certified copy of the Partnership deed.
- ii) Power of Attorney (duly registered as per prevailing law) in favour of one of the partners of the Partnership Firm to sign on the tender/agreement on behalf of the Partnership Firm and create liability against the firm.

c) In case Private Limited /Limited Companies, the following documents shall be enclosed:

- i) Notary certified copy of Resolution of the Directors of the Company permitting the company to participate in the tender, authorizing MD or one of the Directors or Managers of the Company to sign the agreement, such other documents required to be signed on behalf of the company and enter into liability against the company and/or do any other act on behalf of the company.
- ii) Copy of Memorandum and Articles of Association of the Company.
- iii) Power of Attorney (duly registered as per prevailing law) by the company authorizing the person to do/act mentioned in the para (c) (i) above.



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**28.0** Rates should be quoted in BOQ only. Rate quoted elsewhere in the tender document or given in separate envelope shall not be evaluated and tender shall be considered incomplete.

**29.0** Any special conditions shall be brought out clearly in the forwarding letter. Any special condition quoted elsewhere in the tender document shall not be considered part of offer.

**30.0 COMPLETION OF WORK (S)**

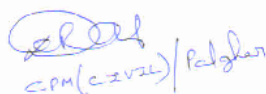
After completion of the work by the contractor, Tenderer shall handover the work to NHSRCL and NHSRCL will issue a certificate of taking over of that work. As per the requirement, NHSRCL can also take over partly completed work. Date of Completion (DOC) of completed work (contract wise) shall be the date of completion for Tenderer as well. In case, some parts of project are completed and taken over by NHSRCL for operations, the date of taking over of such part shall be the date of completion of that part even if certificate is not issued by NHSRCL. For the completed structures which are not put to use by NHSRCL immediately after completion, the date of completion of the contract with the contractor shall be the date of completion for Tenderer as well. Once any work is put to its intended use by NHSRCL, the same shall be treated as completed from the date of start of its use.

**31.0 TERMINATION**

Notwithstanding anything otherwise contained in the agreement, if the NHSRCL, for any reason whatsoever, is unable or unwilling to complete the works or is compelled to postpone the project for a considerable period, the "NHSRCL" shall be entitled to terminate agreement or the order of a particular work upon three months' written notice to Tenderer. Tenderer shall deliver to the NHSRCL all documents prepared by Tenderer in connection with the work. Tenderer shall be paid as per payment terms for the works executed by them till date of termination and for the part of work done for which payment stage not reached on proportional basis.

**32.0 INSURANCE**

Tenderer shall arrange for any payment of the cost of Personal Accident Insurance in respect of their employee(s) & equipments at site assigned to the Project site for performance of the obligations under the conditions of agreement.



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### 33.0 PATENTS:

No patented or patent pending articles, methods or device shall be used or supplied in connection with the work or incorporated in the work without the prior written approval of the NHSRCL, if the terms of purchase involve or require the payment of any license fee or royalty in addition to the purchase price, and do not contain patent indemnification in a form satisfactory to NHSRCL. Tenderer shall not publish any/article or photograph relating to project without written consent NHSRCL.

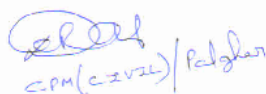
### 34.0 LAWS GOVERNING AGREEMENT

Disputes, controversies or differences of any kind whatsoever which may arise between the parties, out of or in relation to or in connection with the consultancy agreement, or for the breach thereof including claims or questions as to damages shall be settled between the parties by doing utmost, in a fair and amicable manner, in a spirit of mutual co-operation. Notwithstanding such efforts, in case the dispute shall not be settled/resolved by mutual co-operation, all disputes of differences whatsoever arising between the parties out of or in relation to the construction meaning and operation or effect of this contract of the breach thereof shall be settled in accordance with the DPE guidelines in this regard.

### 35.0 FORCE MAJEURE

War, invasion, revolution, riots, sabotage, lockouts, strikes, work shutdowns imposed by Government Acts it legislature or other authorities stoppage in supply of materials fuel or electricity, breakdowns of machinery, act of God, epidemics, fires, earthquakes, floods, unprecedented rains, explosions accidents, sea navigation blockages or any other acts or events whatsoever which are beyond reasonable control of Tenderer and which shall directly or indirectly prevent completion of the project within the time specified in the agreement, will be considered Force Majeure.

Tenderer shall be granted necessary extensions to cover the delay as caused by Force Majeure without any financial repercussions.



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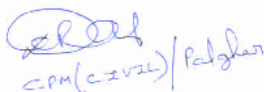
**Annexure-I**

**Documents to be submitted by Tenderer/s**

The documents required under the tender conditions for submission along with the tender are listed below. The Tenderer/s are advised to examine the various conditions and submit his/their offer with following details.

- i. Bidders Information
- ii. Statement of Works in Progress (WIP)
- iii. Undertaking by Bidder
- iv. Original Power of Attorney signing the Tender Documents.
- v. Tender Document Volume-I duly signed & stamped in all pages
- vi. Tender Document Volume II - Bill of Quantities duly filled in all respects, signed & stamped in all pages.
- vii. Details regarding Registration of Company, Partnership Deed, Articles of Association, Registration under Labor Law and registration under Sales Tax Act.

All the documents shall be submitted in one packet in accordance with Notice Inviting Tender.



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**SECTION-IV**  
**APPENDIX TO TENDER**

**APPENDIX TO TENDER**

<b>Tender Notice No.</b>	<b>Tender No.:</b> <b>NHSRCL/CPM(Civil)/Plaghar/19-20/03</b>
<b>Name of the Services</b>	<b>Supply of Survey Teams for Mumbai Ahmedabad High-Speed Rail Corridor section under the Jurisdiction of CPM (Civil)/Palghar</b>
<b>Client</b>	<b>National High-Speed Rail Corporation Limited, New Delhi</b>
<b>Tender to be submitted / deposited / addressed (if it is sent by Post) to the office of</b>	<b>Chief Project Manager (Civil)/Palghar, National High Speed Rail Corporation Limited (NHSRCL), 102, Adinath Villa, Opposite Taashi's Hotel, Vagulsar, Mahim Road, Place, Taluka, District &amp; Post Office: – Palghar, Pin: 401404, Maharashtra, India. Telephone number: 02525-240450, Mobile: 7498260167</b>
<b>a) Earnest Money Deposit</b>	<b>₹ 2,00,700/- (Two Lakh Seven Hundred Only).</b>
<b>b) Completion period</b>	<b>24 (Twenty Four) months</b>
<b>c) Date and time of submission of tender</b>	<b>On 19.09.2019 up to 1500 hrs</b>
<b>d) Date and time of opening of Bid</b>	<b>On 19.09.2019 at 1530 hrs</b>
<b>e) Validity of Offer</b>	<b>90 days from the date of opening of tender</b>
<b>f) Scope of Work</b>	<b>Refer Clause 1.5 of Section III, ITT</b>

**SECTION-V**  
**TERMS OF REFERENCE (TOR)**

## 1. General Information of the Project:

NHSRCL is implementing 508 Km long Mumbai-Ahmedabad High Speed Railway Project (hereinafter called as Project) starting from Bandra Kurla Complex in Maharashtra and terminating at Sabarmati in Gujarat. The Project would be developed with the use of Japanese high-speed rail technology (i.e. Shinkansen system).

### A GENERAL OBLIGATION

#### 1.0 SUB-CONTRACTING: -Not Applicable

#### 2.0 Laws Governing the Contract

2.1 The contract shall be governed by the laws in force in Maharashtra & Gujrat.

#### 3.0 MOBILISATION ADVANCE

3.1 No mobilization Advance shall be paid by NHSRCL.

#### 4.0 PRICE ADJUSTMENT AND ESCALATION

4.1 Price adjustment is permissible as per clause 46A.6 of General Conditions of Contract (GCC) under the type of contract as "Other Works Contracts".

#### 5.0 Personnel

5.1 The contractor shall engage qualified and competent technical survey team as specified in the scope of work & services under "Appendix of Tender"

5.2 If NHSRCL finds unsatisfactory performance with any of the surveyor deployed by the Contractor, then necessary action shall be taken immediately by the Contractor for replacement of the surveyor within thirty (30) days of such request by NHSRCL.

5.3 The actual staff requirement/ deployment will be approved by NHSRCL. Only such personnels whose C.V. are approved by NHSRCL shall be engaged by the Contractor.

5.4 Provisioning of pegs and other materials during the survey and the responsibility of fixing and their correctness and accuracy lies with the surveyor.



## **6.0 Transportation**

Contractor shall make arrangement for 4-wheel drive utility vehicle for transport of survey team along with facility of transporting materials to site for surveying works.

## **7.0 Working Hours**

7.1 The working hours should be from 9.30 am to 6.00 pm, for six days in a week i.e. from Monday to Saturday.

## **8.0 Annual Leave**

8.1 All the survey team personnel are entitled to Twenty (20) days annual leave and if less than twelve (12) months contract, leave will be prorated accordingly. All candidates will also be entitled to observe National and State Public Holidays during the contract period.

## **9.0 Medical and Personal Accident Insurance**

9.1 Medical and Personal Accident Insurance of the candidate will be borne by the Contractor.

## **10.0 Payment Terms**

10.1 Survey Team/Workers payment of wages, all allowances and benefits, leave entitlement, EPF Contributions, insurance (as applicable) etc., shall be the Contractors' responsibility as per the Acts prevailing in India and Local Authority.

10.2 Payment shall be released to Contractor on monthly basis, on submission of monthly running account bill duly certified by CPM. All taxes, GST & duties shall be paid extra at actual on submission of documentary proof by the contractor.

10.3 All measurements and quantities shall be expressed in units as defined in "Bill of Quantities"

10.4 All payment to the Contractor shall be made through RTGS / A/c payee cheque. For the purpose of RTGS Contractor has to provide his A/c Number, name of Bank, IFSC code of Bank and Address of bank etc.

## **11.0 Completion period**

11.1 The entire services covered under this contract shall be completed within a period as specified in the "Appendix to Tender" from the date of issue of Letter of Acceptance by NHSRCL.

11.2 Contract period of 24 (Twenty Four) months is provided. Any extension if required, Client will give in writing for the extension and the rates will be decided on price adjustment basis as per Clause 4 above.

## **12.0 Priority of Contract Documents.**

12.1 All tender documents forming the contract between NHSRCL and the Contractor are mutually explanatory of each other.

In case of any conflict, discrepancy, inconsistencies, ambiguities between the various documents in the contract, the following order of

priority shall be followed. However, the interpretation of Engineer/Employer shall be final in this regard.

- (a) Agreement
- (b) Letter of Acceptance of tender.
- (c) Notice Inviting Tender
- (d) Instruction to the Tender
- (e) Appendix to Tender
- (f) Form of Bid
- (g) Terms of References
- (h) Bill of Quantities (BOQ)

### **13.0 Appendix to Tender**

13.1 Tenderer shall read carefully “Appendix to Tender”.

### **14.0 Accepted Rate applicable till the completion of work.**

14.1 The rates as per the accepted Bill of Quantities shall be firm and hold good till the completion of the work, and no additional claim or amount shall be admissible on account fluctuations in market rates, increase in taxes, GST, levies, fees royalties etc.

14.2 The Contractor shall be fully responsible for all welfare requirements of the survey team, including (but not limited to), their accommodation, meals, wages, salary, transport to and from the site and entitlement.

### **15.0 Indemnity by the Contractor**

15.1 The Contractor shall hold and save harmless and indemnify the Client/Employer/Engineer and their employees, from all actions, suits, proceedings, loss, costs, damages, charges, claims and demands of every nature and description brought against or recovered from the Client/Employer/Engineer and their employees by reason of any act or omission of the Contractor and/or his representative and/or his Employees and/or his Contractor in the execution of the works or in the guarding of the same. All the sums payable by Client /Employer/Engineer by way of compensation under any of these conditions shall be recovered from the dues of the Contractor, without reference to the actual loss or damage sustained, and whether or not any damage shall have been sustained.

### **16.0 Termination**

16.1 If the Contractor abandons the contract, or persistently disregards instructions of the Engineer or contravenes any provisions of the contract, or fails to adhere to the agreed program of work or fails to complete the works or part of the works within the stipulated or extended period of completion, or is unlikely to complete the whole work or part thereof within time because of poor record of progress; as per the terms & conditions of contract, then the contract for the execution of the work shall be subject to termination without prejudice.

## **17.0 OTHER CONDITIONS**

- 17.1 All taxes, GST & duties shall be paid extra at actual on submission of documentary proof by the contractor. The Contractor must ensure its supply of the survey team to NHSRCL shall be lawful in all respects, and shall not under any circumstances put NHSRCL in any position where NHSRCL is in breach of any laws, regulations, or directions of any authority including (but not limited to) laws, regulations or directions dealing with health, safety, timely payment of wages, minimum wages and provision of contract technical staff.

## **18.0 Unfulfilled Obligations**

- 18.1 Notwithstanding the issue of Completion Certificate, the Contractor and the Engineer shall remain liable for the fulfillment of any unfulfilled obligations under the provision of the contract, prior to the issue of such Certificate, and for the purpose of determination of the nature and extent of any such obligation, the contract shall be deemed to remain in force between the parties thereto.

## **19.0 Settlement of Disputes**

- 19.1 All disputes or differences of any kind whatsoever that may arise between the Employer/Engineer and the Contractor in connection with or arising out of the contract or subject matter thereof or the execution of works, whether during the progress of works or after their completion, whether before or after termination of contract shall be settled as under:

## **20.0 Mutual Settlement**

- 20.1 All such disputes or differences shall in the first place be referred by the Contractor to the Employer in writing for resolving the same through mutual discussions, negotiations, deliberation etc. associating representatives from both the sides and concerted efforts shall be made for reaching amicable settlement of disputes or differences.

## **21.0 Conciliation / Arbitration.**

- 21.1 It is a term of this contract that Conciliation / Arbitration of disputes shall not be commenced unless an attempt has first been made by the parties to settle such disputes through mutual settlement.
- 21.2 If the Contractor is not satisfied with the settlement by the Employer on any matter in question, disputes or differences, the Contractor may refer to the Managing Director of the Employer in writing to settle such disputes or differences through Conciliation or Arbitration provided that the demand for Conciliation or Arbitration shall specify the matters, which are in question or subject of the disputes or differences as also the amount of claim, item wise. Only such dispute (s) or difference (s) in respect of which the demand has been made, together with counter

claims or the Employer shall be referred to Conciliator or Arbitrator as the case may be and other matter shall not be included in the reference.

- 21.3 Managing Director of the Employer may himself act as Sole Conciliator/Sole Arbitrator or may at his option appoint another person as Sole Conciliator or Sole Arbitrator, as the case may be. In case, Managing Director of the Employer decides to appoint a Sole Conciliator/Sole Arbitrator, then a panel of at least three names will be sent to the Contractor. Such persons may be working / retired employees of the Employer who had not been connected with the work. The Contractor shall suggest minimum two names out of this panel for appointment of Sole Conciliator / Arbitrator. Managing Director of the Employer will appoint Sole Conciliator /Sole Arbitrator. Managing Director of the Employer will appoint Sole Conciliator / Sole Arbitrator out of the names agreed by the Contractor.
- 21.4 In case, the Contractor opts for settlement of disputes through Conciliation at first stage and if the efforts to resolve all or any of the disputes through Conciliation fails, the Contractor may refer to the Managing Director of the Employer for settlement of such disputes or differences through Arbitration. The appointment of Sole Arbitrator shall be done by Managing Director of the Employer as per the procedure described above. No disputes or differences shall be referred to Arbitration after expiry of 60 days from the date of notification of failure of Conciliation.
- 21.5 The Conciliation and/or Arbitration proceedings shall be governed by the provisions of the Arbitration Act and any statutory modification or re-enactment thereof and shall be held in any place in India.
- 21.6 The language of proceedings, documents or communications shall be in English and the award shall be made in English in writing.
- 21.7 The Conciliation/Arbitration proceedings shall be held at a place decided by Conciliator / Arbitrator.
- 21.8 The fees and other charges of the Conciliator / Arbitrator shall be as per the scales fixed by the Employer and shall be shared equally between the Employer and the Contractor.

## **22.0 Settlement through Court**

- 22.1 It is a term of this contract that the Contractor shall not approach any Court of Law for settlement of such disputes, where such dispute is subject to Arbitration as referred to Clause 21.

## **23.0 No suspension of work**

23.1 The obligations of the Employer, the Engineer and the Contractor shall not be altered by reasons of conciliation /arbitration being conducted during the progress of works. Neither party shall be entitled to suspend the work on account of conciliation/arbitration nor shall payments to the Contractor continue to be made in terms of contract.

**24.0 Award to be binding on all parties**

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

**25.0 Jurisdiction of Courts**

25.1 All the disputes shall be within the jurisdiction of Maharashtra. No other court shall have jurisdiction to hear and determine any actions and proceedings arising from the contract

**26.0 Secrecy/Non-disclosure**

26.1 The Contractor shall ensure that all the information is kept totally confidential in connection with this bid and the Contractor shall not disclose or divulge the same to any unauthorized person failing which Employer / Engineer reserve the right to cancel the contract or cease further dealing with the Contractor.

**27.0 Payment Schedule**

Payment shall be made after completion of work and submission of bill as per BOQ.

27.1 The employer will also provide any soft data related to the work e.g. CAD data etc. as and when required.

**28.0 Management of safety for field works**

1. It is a very important task to establish a safe and health-conscious working environment in order to achieve the goal of “ensuring human safety.” The establishment of such an environment should minimize the negative impact on the environment or society of the recipient countries and improve efficiency and productivity.

2. The Contractor will compliance to ‘The Guidance for the Management of Safety for Construction Works in Japanese ODA Projects’ September 2014 Japan International Co-operation Agency (JICA) Appendix-A.

3. The Contractor/Tenderer shall prepare the safety plan in the bidding stage.

4. The Contractor/Tenderer shall prepare the Safety Plan in the pre-study stage.

5. The Contractor shall prepare Method statements on safety in the study stage

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

## **GENERAL CONDITIONS OF CONTRACT**

The General Conditions of Contract governing the execution of the works covered by this tender are the “IR Standard General Conditions of Contract, November 2018” of the Engineering Department issued on 05.11.2018 including all corrections and Amendments issued up to date. A copy of the booklet incorporating the above “IR Standard General Conditions of Contract, November 2018” may be perused through the path: [www.indianrailways.gov.in/railwayboard](http://www.indianrailways.gov.in/railwayboard) >> "About Indian Railways" >> "Railway Board Directorates" >> "Civil Engineering" >> “Policy Matters” >> IR General Conditions of Contract, Nov 2018”.

In submitting this tender it would be deemed that the tenderer has kept him fully informed of the provision of IR Standard General Conditions of Contract, November 2018 including all corrections and Amendments issued up to date and claim that he is not aware of any amendment or correction slip to IR GCC shall not be entertained.

In case of dissimilarity in the designation mentioned in the IR Standard General Conditions of Contract, November 2018 and NHSRCL, officer of equivalent grade of NHSRCL shall be referred.

**VII**  
**SPECIAL CONDITIONS OF**  
**CONTRACT**



<p>1.0</p>	<p><b>Security Deposit :</b></p> <p>The Earnest Money deposited by the Contractor with his tender will be retained by the NHSRCL as part of security for the due and faithful fulfillment of the contract by the contractor. The balance to make up the Security Deposit, the rates for which are given below, may be deposited by the Contractor in cash or may be recovered by percentage deduction from the Contractor's "on account" bills. Provided also that in case of defaulting contractor, the NHSRCL may retain any amount due for payment to the Contractor on the pending "on account bills" so that the amounts so retained may not exceed 10% of the total value of the contract.</p> <p><b>Recovery Of Security Deposit :</b> The Security Deposit/rate of recovery/mode of recovery shall be as under :</p> <ul style="list-style-type: none"> <li>(a) Security Deposit for each work should be 5% of the contract value,</li> <li>(b) The rate of recovery should be at the rate of 10% of the bill amount till the full Security Deposit is recovered,</li> <li>(c) Security Deposits will be recovered only from the running bills of the contract and no other mode of collecting SD such as SD in the form of instruments like BG (except Note (ii) below); FD etc. shall be accepted towards Security Deposit</li> </ul> <p>Security Deposit shall be returned to the contractor after the expiry of the maintenance period in all the cases other than Note (i) mentioned below and after passing the final bill based on No Claim Certificate with the approval of the Competent Authority. The Competent Authority shall normally be the authority who is competent to sign the contract. If this Competent Authority is of the rank lower than <b>JA</b> Grade, then a <b>JA</b> Grade Officer (concerned with the work) should issue the certificate. The certificate, inter alia, should mention that the work has been completed in all respects and that all the contractual obligations have been fulfilled by the contractor and that there is no due from the contractor to NHSRCL against the contract concerned. Before releasing the SD, an unconditional and unequivocal 'No Claim Certificate' from the contractor concerned should be obtained.</p> <p>Note - After the work is physically completed, Security Deposit recovered from the running bills of a contractor can be returned to him, if he so desires, in lieu of FDR/irrevocable Bank Guarantee for equivalent amount to be submitted by him.</p> <p>No interest will be payable upon the Earnest Money and Security Deposit or amounts payable to the Contractor under the Contract, but Government Securities deposited in terms of Sub-Clause (1) of this clause will be payable with interest accrued thereon.</p>
<p>2.0</p>	<p><b>Performance Guarantee:</b></p> <p>The procedure for obtaining Performance Guarantee is outlined below :</p> <ul style="list-style-type: none"> <li>(a) The successful bidder shall have to submit a Performance Guarantee (PG), as per the format provided in IR Standard General Conditions of Contract, November 2018, within 30 (thirty) days from the date of issue of Letter Of Acceptance (LOA). Extension of time for submission of PG beyond 30 (thirty) days and upto 60 days from the date of issue of</li> </ul>

LOA may be given by the Authority who is competent to sign the contract agreement. However, a penal interest of 15% per annum shall be charged for the delay beyond 30 (thirty) days, i.e. from 31st day after the date of issue of LOA. In case the contractor fails to submit the requisite PG even after 60 days from the date of issue of LOA, the contract shall be terminated duly forfeiting EMD and other dues, if any payable against that contract. The failed contractor shall be debarred from participating in re-tender for that work. er annum shall be charged for the delay beyond 30 (thirty) days, i.e. from 31st day after the date of issue of LOA. In case the contractor fails to submit the requisite PG even after 60 days from the date of issue of LOA, the contract shall be terminated duly forfeiting EMD and other dues, if any payable against that contract. The failed contractor shall be debarred from participating in re-tender for that work.

(b) The successful bidder shall submit the Performance Guarantee (PG) in the form of Irrevocable Bank Guarantee amounting to 5% of the contract value:

(c) The Performance Guarantee shall be submitted by the successful bidder after the Letter Of Acceptance (LOA) has been issued, but before signing of the contract agreement. This P.G. shall be initially valid upto the stipulated date of completion plus 60 days beyond that. In case, the time for completion of work gets extended, the contractor shall get the validity of P.G. extended to cover such extended time for completion of work plus 60 days.

(d) The value of PG to be submitted by the, contractor will not change for variation upto 25% (either increase or decrease). In case during the course of execution, value of the contract increases by more than 25% of the original contract value, an additional Performance Guarantee amounting to 5% (five percent) for the excess value over the original contract value shall be deposited by the contractor.

(e) The Performance Guarantee (PG) shall be released after physical completion of the work based on 'Completion Certificate' issued by the competent authority stating that the contractor has completed the work in all respects satisfactorily. The Security Deposit shall, however, be released only after expiry of the maintenance period and after passing the final bill based on 'No Claim Certificate' from the contractor.

(f) Whenever the contract is rescinded, the Security Deposit shall be forfeited and the Performance Guarantee shall be encashed. The balance work shall be got done independently without risk & cost of the failed contractor. The failed contractor shall be debarred from participating in the tender for executing the balance work. If the failed contractor is a JV or a Partnership firm, then every member/partner of such a firm shall be debarred from participating in the tender for the balance work in his/her individual capacity or as a partner of any other JV /partnership firm.

**SECTION- VIII**  
**ANNEXURES / PROFORMAS**

**ANNEXURE-A**

**SUPPLEMENTARY AGREEMENT**

Articles of Agreement made on this ..... in the year ..... and between National High Speed Rail Corporation Limited acting through the **Chief Project Manager (Civil)/Palghar, National High Speed Rail Corporation Limited (NHSRCL), 102, Adinath Villa, Opposite Taashi's Hotel, Vagulsar, Mahim Road, Place, Taluka, District & Post Office: – Palghar, Pin: 401404, Maharashtra, India.** hereinafter called as one party and ..... of the second part.

Where the party hereto of the second part executed an agreement with the party hereto of the first part being agreement No. .... dated ..... for the performance of ..... herein called the principal agreement.

And whereas it was agreed by and between the parties hereto that the works would be completed by the party hereto of the second part on ..... “date last extended” and whereas the party hereto of the second part has executed the work to the entire satisfaction of the party hereto of the first part and whereas the party hereto of the first part already made payments to the party hereto of the second part diverse sums from time to time aggregating to ` ..... including the final bill bearing voucher No. .... dated ..... (the receipt of which is hereby acknowledged by the party hereto of the second part) in full and final settlement of all his claim under the principal agreement.

Now it is hereby agreed by and between the parties in the consideration of sums already paid by the party hereto of the first part to the party hereto of the second part against all outstanding dues and claims for all works done under the aforesaid principal agreement including / excluding security deposit, the party hereto of the second part have no further dues / claims against the party hereto of the first part under the said principal agreement.

It is further agreed by and between the parties that they party hereto of the second part has accepted the said sums mentioned above in full and final satisfaction of all its dues and claims under the said principal agreement.

It is further agreed and understood by and between the party that in consideration of the payment already made under the agreement the said

principle agreement shall finally discharged and rescinded all the terms and conditions including the arbitration clause.

It is further agreed and understood by and between the parties that the arbitration clause contained in the said principal agreement shall cease to have any effect and / or shall seems to be non-existent for all purposes.

Signature of the Tenderer/s  
of

For & on behalf

Witness of the signatures

Witness

.....

1.

.....

**ANNEXURE-B**

**FORM OF AGREEMENT**

*(To be executed on requisite value of stamp Papers)*

**AGREEMENT**

THIS AGREEMENT made on \_\_\_\_\_ day of \_\_\_\_\_ (Month/year) between **National High Speed Rail Corporation Limited**, (hereinafter called “the Employer/Engineer”) of the one part and \_\_\_\_\_ (name and address of the Contractor) (hereinafter called “the Contractor”) of the other part.

WHEREAS the Employer is desirous that work of “.....”  
.....  
.....”

should be executed by the Contractor viz. **Contract No.** \_\_\_\_\_ (hereinafter called “the Works”, and has accepted a Bid by the Contractor for the execution and completion of such Works and the remedying of any defects therein.

**NOW THIS AGREEMENT WITNESSETH as follows:**

1. In this Agreement, words and expressions shall have the same meaning as are respectively assigned to them in the Conditions of Contract hereinafter referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement:
  - a. Contract Agreement
  - b. Letter of Acceptance of Tender
  - c. Addendum(s)/ Corrigendum(s), if any.
  - d. Financial Bid & Bill of Quantities
  - e. Special Conditions of the Contract
  - f. Terms of Reference / Scope of Work
  - g. Technical Specifications and Standards.
  - h. General Conditions of Contract
  - i. Other Relevant Standards/codes/ any other documents forming part of agreement.
3. In consideration of the payments to be made by the Employer to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Employer to execute and complete the Works and remedy any defects therein in conformity in all respects with the provisions of the Contract.

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

IN WITNESS whereof the parties hereto have caused this Agreement executed the day and year first before written.

(Name, Designation and address of the authorised signatory)

(Name, Designation and address of the authorised signatory)

Signed for and on behalf of the Contractor in the presence of:

Signed for and on behalf of the Employer in the presence of:

Witness:

Witness:

1.

1.

2.

2.

Name and address of the witnesses to be indicated

**ANNEXURE-C**

**APPLICATION LETTER**

(On the Letter head of the Interested firm)

**Date: DD-MMM-YYYY**

**Chief Project Manager (Civil)/Palghar,  
National High Speed Rail Corporation Limited (NHSRCL),  
102, Adinath Villa, Opposite Taashi's Hotel, Vagulsar, Mahim Road,  
Place, Taluka, District & Post Office: – Palghar, Pin: 401404,  
Maharashtra, India.**

**Sub.:** Notice Inviting Tender: Supply of Survey Teams for Mumbai  
Ahmedabad High-Speed Rail Corridor section under the Jurisdiction of CPM  
(Civil)/Palghar

Dear Sir,

Being duly authorized to represent and act on behalf of .....  
(hereinafter referred to as "the Interested firm") and having reviewed and fully  
understood all of the requirements of the Tender Document and information  
provided, the undersigned hereby apply for the project referred above.

We are enclosing our Notice Inviting Tender in one original, with the details  
as per the requirements of the NIT Documents, for your detailed evaluation.

.....  
Signature & Stamp  
(Authorised Signatory)



**ANNEXURE-D**

**FORMAT FOR WORK EXPERIENCE**  
(For Technical Eligibility)

- (i) The following information should be provided in the format indicated for each reference project for which your company, either individually as a corporate entity or as one of the major companies within a legally contracted by the client.
- (ii) The information should be specific & to the point to facilitate a quick and objective decision.
- (iii) CERTIFICATE FROM CLIENT SHALL BE ATTACHED AS A PROOF.

1	Name of Work	.....
2a	Date of Start	.....
2b	Date of Completion (Stipulated/Original)	.....
2c	Date of Completion (Actual/Final)	.....
2d	Completion Cost (Actual/Final)	.....
3	Detail of Client:	-Name of Client..... -Phone Number..... -Address.....
4	Were services provided as JV/Consortium?	YES / NO
5	If yes, then exact description of the division of responsibility between you & your Associate.	.....
6	Whether certificate from Client attached	YES / NO

Signature of Authorised Representative

\_\_\_\_\_

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

**ANNEXURE-E**

**FORMAT FOR LIST OF WORKS ON HAND**

(i) The following information should be provided in the format indicated for each reference project for which your company, either individually as a corporate entity or as one of the major companies within a consortium/JV was legally contracted by the client.

(ii) List shall be provided for only those projects where survey services were provided during last five years.

(iii) The information should be specific & to the point to facilitate a quick and objective decision.

(iv) CERTIFICATE FROM CLIENT SHALL BE PRODUCED FOR CHECKING IF DEMANDED BY COMMITTEE MEMBERS DURING PRESENTATION

**1. List of Projects where Cadastral Survey, DGPS Survey & Total Station Survey services provided:**

-

Sl. No	Name of Project	Name of Client	Value of Project (Rs)	Whether work executed in JV/Consortium.	Details of Survey services provided

-

Signature of Authorised Representative

\_\_\_\_\_

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

**ANNEXURE-F**

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

**(To be executed in presence of public notary on non-judicial stamp paper of the value of Rs. 100/- . The stamp paper has to be in the name of the tenderer) \*\***

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

1. I/ we the tenderer (s) am/are signing this document after carefully reading the contents.
2. I/ we the tenderer (s) also accept all the conditions of the tender and have signed all the pages in confirmation thereof.
3. I/ we hereby declare that I/we have downloaded the tender documents from NHSRCL website ([www.nhsrcl.in](http://www.nhsrcl.in)) and CPP portal (<https://eprocure.gov.in/cpppp/>).
4. I/we have verified the content of the document from the website & CPP Portal 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 contract, the master copy available with the NHSRCL administration shall be final and binding upon me/us.
5. I/we declare and certify that I/we have not made any misleading or false representation in the forms, statements and attachments in proof of the qualification requirements.
6. I/we also understand that my/our offer will be evaluated based on the documents/credentials submitted along with the offer and same shall be binding upon me/us.
7. I /we declare that the information and documents submitted along the tender by me/us are correct and I /we are fully responsible for the correctness of the information and documents, submitted by us.
8. I /we understand that if the certificates regarding eligibility criteria submitted by us are found to be forged/false or incorrect at any time during process for evaluation of tenders, it shall lead to forfeiture of the tender EMD besides banning of business for a period of up to five year. Further, I /we (*insert name of the tenderer*) \*\*. \_\_\_\_\_ and all my/our constituents understand that my/our offer shall be summarily rejected.
9. I /We also understand that if the certificates submitted by us are found to be false/forged or incorrect at any time the award of the contract, it will lead to termination of the contract, along with forfeiture of EMD/SD and performance guarantee besides any other action provided in the contract including banning of business for a period of up to five years.

DEPONENT  
SEAL AND SIGNATURE  
OF THE TENDERER

VARIFICATION

I/We above named tenderer do hereby solemnly affirm and verify that the contents of my/our above affidavit are true and correct. Nothing has been concealed and no part of it is false.

DEPONENT  
SEAL AND SIGNATURE  
OF THE TENDERER

Place:

Dated:

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

**VOLUME - II**  
**BILL OF QUANTITY**

**BILL OF QUANTITIES (BOQ)**

**Consultancy Services for DGPS Survey & Detailed Survey for Mumbai-Ahmedabad High Speed Rail (MAHSR) Corridor**

Sr. No.	Description	Unit	Quantity	Unit Rate/Team (Rs.) (Per Month)	Amount (Rs.)
1.	<p>Providing Survey Teams for DGPS Survey &amp; Detailed Survey Cadastral Survey, with Surveyor (01 No.) and Assistants (02 Nos.) each along with Calibrated Auto Level, DGPS equipment, Total Station Equipment &amp; related accessories at Palghar with transport arrangement for site everyday.</p> <p>Contractor shall make arrangement for 4-wheel drive utility vehicle for transport of survey team along with facility of transporting materials to site for surveying works.</p> <p>Marking material such as paint, nails, pegs wooden runner and flag etc required at site shall be arranged by the contractor.</p>	Per Each Team Month	48	1,99,444.00	95,73,312.00
2	<p>Superimposing the surveyed data/topographical map of the area on Gut Maps, Village maps, M.R Plan including digitization of the same and supplying Five sets of colour print of Maps and one set of tracing sheet as per the instructions of engineer in charge in A0 size along with soft copy in pen drive.</p>	Km	53	10400.00	551200.00
<b>Total Amount for 2 Nos. Teams for 24 months (in Rs.) (A)</b>					<b>1,01,24,512.00</b>

NOTE: The number of teams to be deployed at site at a time will generally be 2 Nos., however, the same may be increased or decreased depending on the quantum of work as per instructions of engineer in charge. The instructions regarding deployment of survey team(s) will be intimated to the contractor one week in advance. Accordingly, survey team(s) shall be deployed.

The rate will be \_\_\_\_\_(Percentage) below/At Par/above (to be filled by the bidder in figure).

The rate will be \_\_\_\_\_(Percentage) below/At Par/above (to be filled by the bidder in words).

---

**Note:**

- The bidder shall quote rates as per the above schedule
- Payment for the item shall be made, which are passed and accepted by the Engineer in Charge/CPM of NHSRCL.
- The rates shall include cost of the activities including wages, all allowances and benefits payment towards entitled medical and annual leave, EPF contributions, insurance (as applicable), as per conditions of contract.
- All taxes, GST & duties shall be paid extra at actual on submission of documentary proof by the contractor.
- The Contractor shall be fully responsible for all welfare requirements of the survey team, including (but not limited to), their accommodation, meals, wages, salary, transport to and from the site and entitlement.

Signature of Contractor \_\_\_\_\_

Name of Authorised person \_\_\_\_\_

Date & Seal of Company \_\_\_\_\_