



**National High Speed Rail Corporation Limited**  
(A Joint Venture of Government of India and Participating State Governments)

**TENDER FOR PROVIDING CONSULTANCY SERVICES FOR MONITORING AND EVALUATION OF SOCIAL SAFEGUARD (RAP & IPP IMPLEMENTATION) IN THE STATE OF MAHARASHTRA FOR MUMBAI-AHMEDABAD HIGH SPEED RAIL PROJECT UNDER JURISDICTION OF CPM/MUMBAI AND CPM/PALGHAR**

**OPEN TENDER**

Tender No.: NHSRCL/PALGHAR/ RAP MONITORING/MAHA/2019

**TENDER DOCUMENT**

**(Two Packet Bid for Technical and Financial Submission)**

**(Top Sheet, Notice Inviting Tender, Form of Bid, Instruction to Bidder/s, Appendix To Tender, Terms of Reference (TOR), General Condition of Contract (GCC), Special Condition of Contract (SCC), and BOQ**

**DECEMBER-2019**

**National High Speed Rail Corporation Limited  
Project Office Palghar-  
Adinath Villa, Opposite Taashi's hotel,  
Vagulsar, Mahim road, Palghar (w) 401404  
Tel. 02525-240 440 Email: nhsrclpalghar@gmail.com**

**Corporate Office - Asia Bhawan, Second Floor  
Road No 205, Sector-9 Dwarka  
New Delhi-110077**



CPM/Palghar

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**TOP SHEET**

**Tender No.: NHSRCL/CO/CONTRACT/RAP/2018/1**

**Date: 17.12.2019**

Name of work : **PROVIDING CONSULTANCY SERVICES FOR MONITORING AND EVALUATION OF SOCIAL SAFEGUARD (RAP & IPP IMPLEMENTATION) IN THE STATE OF MAHARASHTRA FOR MUMBAI-AHMEDABAD HIGH SPEED RAIL PROJECT UNDER JURISDICTION OF CPM/MUMBAI AND CPM/PALGHAR**

Earnest Money Deposit : **Rs.79,980/- (Rupees seventy nine thousand nine hundred eighty only)**

Cost of Tender Document Completion Period : **Rs 5900/- (Including GST)  
Twelve Month**

Date of Submission : **10.01.2020 at 15:00 hrs.**

Place of Submission : **Office of Chief Project Manager,  
Adinath Villa, Opposite Taashi's hotel,  
Vagulsar, Mahim road, Palghar (w) 401404**

Date of Opening : **Technical Bid - 10.01.2020 at 15:30 hrs.  
Financial Bid - 17.01.2020 at 15:30 hrs.**

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**SECTION-I**  
**NOTICE INVITING TENDER**

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



Project Office Palghar- Adinath Villa, Opposite Taashi's hotel, Vagulsar, Mahim road, Palghar (w) 401404, Tel. 02525-240 440  
Email: nhsrclpalghar@gmail.com

Corporate Office - Asia Bhawan, Second Floor, Road No 205, Sector-9 Dwarka, New Delhi- 110077

**NOTICE INVITING TENDER**

**SUB: TENDER FOR PROVIDING CONSULTANCY SERVICES FOR MONITORING AND EVALUATION OF SOCIAL SAFEGUARD (RAP & IPP IMPLEMENTATION) IN THE STATE OF MAHARASHTRA FOR MUMBAI-AHMEDABAD HIGH SPEED RAIL PROJECT UNDER JURISDICTION OF CPM/MUMBAI AND CPM/PALGHAR.**

National High Speed Rail Corporation Limited invites **Open Tender (Two Packet Bid)** for **PROVIDING CONSULTANCY SERVICES FOR MONITORING AND EVALUATION OF SOCIAL SAFEGUARD (RAP & IPP IMPLEMENTATION) IN THE STATE OF MAHARASHTRA FOR MUMBAI-AHMEDABAD HIGH SPEED RAIL PROJECT UNDER JURISDICTION OF CPM/MUMBAI AND CPM/PALGHAR.**

- 1.0 National High Speed Rail Corporation Limited, a Joint Sector Company of Govt. of India and Participating State Governments, is set up for implementation of Mumbai –Ahmedabad High Speed Rail Project.
- 2.0 NHSRCL intends to engage agency (hereinafter referred `as the “consultant”) for the work of **Providing Consultancy Services for Monitoring and Evaluation of Social Safeguard (RAP & IPP Implementation) in the State of Maharashtra for Mumbai-Ahmadabad High Speed Rail Project under jurisdiction of CPM/Mumbai and CPM/Palghar. Therefore Open Tender (Two packet Bid) for submission of Technical and Financial proposal is being invited.**
- 3.0 NHSRCL will not be responsible for any delay, loss or non-receipt of TENDER document sent by post/courier. Further, NHSRCL reserves the right to accept/reject any or all proposal without assigning any reason thereof.
- 4.0 A Consultant firm/organization may apply individually or as a Joint Venture Association. In case of Joint Venture Association, they should also submit proof of JV along with the bid.
- 5.0 Sealed proposals must be received not later than 1500 hrs. of 10<sup>th</sup> Jan ‘20 in the manner specified in the Tender document at the address given below.

**Chief Project Manager/Palghar**  
**Adinath Villa, Opposite Taashi’s hotel,**

CPM/Palghar

**Vagulsar, Mahim road, Palghar (w) 401404,**

**6.0 Earnest Money Deposit: (EMD)**

Bid must be accompanied by a Earnest Money Deposit of **Rs. 79,980/- (Rupees seventy nine thousand nine hundred eighty only)** in the form of Pay Order/Demand Draft payable in favour of M/s National High Speed Rail Corporation Limited. Please note that no interest is payable on the EMD so long retained in NHSRCL. The Pay Order/Demand Draft for earnest money should have the validity up to the period ' 28 days after the Bid Validity period' i.e. 90 + 28 days = 118 days from date of opening of Technical Bid. In case period of Bid validity required to be extended then the validity of Earnest money instrument also to be extended accordingly for the period 28 days after the Bid validity. The Bid received without Earnest Money shall be summarily rejected.

7.1 Earnest money is liable for forfeiture in following conditions

- (a) On revocation of tender due to increase in rate by the bidder after opening of the tender within validity of period,
- (b) On refusal to accept the work order/Letter of Acceptance the contract is awarded.
- (c) If the work is not commenced by the stipulated date.
- (d) On failure to furnish performance guarantee in terms of the tender within stipulated date.

7.1 EMD of unsuccessful bidder(s) shall be refunded within reasonable time.

**8.0 Tender opening**

8.1 Time for opening of offer: -Technical Bid 15.30 hrs on **10.01.2020**.

Financial Bid 15.30 hrs on **17.01.2020**

8.2 Address for **Communication shall be given below**. Interested Bidders may obtain further information from the address.

**Chief Project Manager/Palghar**

**Adinath Villa, Opposite Taashi's hotel,  
Vagulsar, Mahim road, Palghar (w) 401404,**

8.3 On the date specified in the tender notice, the envelope of all bidders will be opened in the presence of bidders' representative, who may witness opening of bids.

## 9.0 General

- 9.1 Bid document can be purchased from the office of CPM/ Palghar on payment of prescribed fee through Demand Draft in f/o NHSRCL. Bid document issued from NHSRCL is non-transferable. Bidders shall submit original bid document bearing serial numbers, name written on it and duly signed by the issuing authority of NHSRCL to the bidders. However print of bid downloaded from website may also be submitted without any alteration in original Bid along with prescribed fee of tender cost by Demand Draft in f/o NHSRCL. Any discrepancy observed shall call for rejection of the bid. In case the bidder intends to form a joint venture then he should be the lead partner in the Joint Venture.
- 9.2 No extension in the due date shall be considered on account of delay in receipt of Bid Document by post. NHSRCL shall not be responsible for not reaching Bid document dispatched by Bidder.
- 9.3 The Consultancy contract between successful bidder and NHSRCL will be governed by General Conditions of Contract (GCC) for Consultancy Contract as amended / supplemented by Special Conditions of Contract (SCC).
- 9.4 **Bidders are required to give unconditional offers.** A conditional offer shall be liable for rejections.

## 10.0 Validity of the Bid

The bidders shall keep their offer open for a minimum period of **90 days** from the due date, which may be extended further, if required at the request of NHSRCL from time to time. Any contravention of the above condition shall make the bidder liable for forfeiture of his earnest money deposit. The bidders cannot withdraw their offer within the validity period/extended validity period.

## 11.0 Procedure for Submission of Bid

- 11.1 The original and all the copies of the **Technical Proposal** shall be placed inside of a sealed envelope clearly marked "**TECHNICAL PROPOSAL**", "[Name of the Assignment]", reference number, name and address of the Consultant, and with a warning "**DO NOT OPEN UNTIL [INSERT THE DATE AND THE TIME OF THE TECHNICAL PROPOSAL SUBMISSION DEADLINE].**"
- 11.2 Similarly, the original **Financial Proposal** shall be placed inside of a sealed envelope clearly marked "**FINANCIAL PROPOSAL**" followed by the name of the assignment, reference number, name and address of the Consultant, and with a warning "**DO NOT OPEN WITH THE TECHNICAL PROPOSAL.**"
- 11.3 The Both **sealed envelopes** containing the **Technical proposal in first sealed envelope and Financial Proposal in second sealed envelope** shall be placed into one **outer**



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**envelope** and should be sealed. This outer envelope shall bear the submission address, NIT reference number, the name of the assignment, Consultant's name and the address, and shall be clearly marked "**DO NOT OPEN BEFORE** [insert the time and date of the submission deadline indicated in the Data Sheet]".

**11.4** If the envelopes and packages with the Proposal are not sealed and marked as required, the Client will assume no responsibility for the misplacement, loss, or premature opening of the Proposal.

**11.5** Each page of Bid must be signed and sealed by the bidder or its authorized representative in whose name power of attorney is issued. In such case, a copy of power of attorney shall be enclosed. The Bid (Technical and Financial Bid in separate sealed envelope) should be submitted in one sealed outer envelope super-scribed as follows:

Tender notice no.: -

Name of work: [-----]-

Date & Time of opening of Bid: -

Name & Address of Bidder: -

## **12.0 Time Schedule**

The Time Period of Contract shall be 12 **months**. However, the client reserves the right to extend the contract in same rate, terms & conditions. Price Variation/Escalation not applicable in this Contract. Please note that time is the essence of the Contract.

Yours **Sincerely**,

**Chief Project Manager (Civil)  
NHSRCL, Palghar**

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



[On Bidder's Company letterhead]  
**FORM OF BID**

To

NATIONAL HIGH SPEED RAIL CORPORATION LIMITED  
Acting through  
**Chief Project Manager (Civil),  
Palghar.  
Adinath Villa, Opposite Taashi's Hotel,  
Vagulsar, Mahim Road, Palghar (W)- 401404.**

Dear Sir,

I/We, \_\_\_\_\_ (Name and address of the bidder) have read the various terms and conditions of the tender documents attached here with 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.

We do hereby undertake that our firm or its partners or its directors have not been black listed in NHSRCL or any other Govt. organization.

We or any of our subsidiary firm shall not submit alternate bid(s) solution. If such bids are found by NHSRCL then the same and related bids shall be summarily rejected.

We also state that no part of the scope of work shall be sublet or outsource to any third party without written consent from NHSRCL. In case we wish to sublet or outsource to any this party then we shall bring the same to the notice of NHSRCL in submittals to this bid response itself. NHSRCL may or may not agree of accept such intentions/proposals of our sourcing or subletting of scope of work in the tender to a non-participating bidder in the tender.

We also state that if any portion of the work is outsourced or subcontracted then we shall accept all NHSRCL objections within the scope of tendered work or bidding firm shall change/ replace sub consultant if required by NHSRCL and shall undertake work itself without any additional compensation by NHSRCL.

I/We also hereby agree to abide by the "General Conditions of Contract" with latest correction slips and to carry out the work according to conditions and specifications laid down by NHSRCL in the present tender.

We also state that in case incorrect, fabricated or suppressed information is noticed after the award of the contract, NHSRCL reserves the right to terminate the contract with all deposits available with NHSRCL to be forfeited to NHSRCL

I have read the tender document including Terms of Reference (TOR). I/We have submitted our **Technical Submission** in a sealed envelope subscribing 'Technical Submission' with following details:

- i. Company Profile and details of financial statement for the last 3 years.



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- ii. Proposed CVs of the experts in World Bank Format
- iii. Experience of Company in Monitoring and Evaluation of Social Safeguard (RAP & IPP implementation)
- iv. Proposed detailed method statement
- v. Work plan
- vi. Team Structure for the Project
- vii. List of major Consultancy Services for monitoring and evaluation of Social Safeguards (RAP & IPP implementation) related assignment from 2014 onwards. For each Assignment separate sheet indicating Scope, tenure, client details, approximate fee etc as per following Table-1 also attached.

SN	Item	Description
1	Name of Project	
2	Name of Client	
3	Tenure (Start Date – End Date)	
4	Approximate Man – months of Effort	
5	Scope of work (identify Key activities)	
6	Deliverables	
7	Approximate value of the Agreement 9Rs Crore / US\$ million)	

I/We have Submitted our **Financial Bid** in a separate Sealed envelope and quoted our rates in the Bill of Quantities taking into account all the above factors and we offer to do the work **“PROVIDING CONSULTANCY SERVICES FOR MONITORING AND EVALUATION OF SOCIAL SAFEGUARD (RAP & IPP IMPLEMENTATION) IN THE STATE OF MAHARASHTRA FOR MUMBAI-AHMEDABAD HIGH SPEED RAIL PROJECT UNDER JURISDICTION OF CPM/MUMBAI AND CPM/PALGHAR”** 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 the tender.

I have submitted our Bid in a outer sealed Envelope containing Technical Bid (In Separate sealed envelope subscribing Technical Bid and kept in outer envelope ) and Financial Bid (In Separate sealed envelope subscribing Financial Bid and kept in outer envelope ).

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 Corporation Limited.

Thanking you,



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Yours faithfully,

Signature \_\_\_\_\_ and Name \_\_\_\_\_ in capacity of  
(Designation) \_\_\_\_\_ duly authorised to sign bids for and on behalf of:

**(Name of Company)**  
(In Block capital letters)

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 2019

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



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## Instructions to Bidders (ITT)

### A. INTRODUCTION

#### 1 General

1.1 **Name of the Work:** As indicated in 'Appendix to Tender'.

1.2 The bid should accompany the documents, as per **Clause 7**, duly signed by an authorized person holding the power of attorney.

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

a) **Employer:** **National High Speed Rail Corporation Limited,  
Project Office- Adinath Villa,  
Opposite Taashi's Hotel,  
Vagulsar, Mahim Road,  
Palghar- 401404**

**Asia Bhawan, Second Floor,  
Road No 205, Sector-9  
Dwarka, New Delhi-110077**

b) **Consultant:** The successful bidder to whom the work is awarded shall become the Consultant who will support NHSRCL for the execution of the Consultancy Services.

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

1.5 **Scope of Work:** The scope of work includes **PROVIDING CONSULTANCY SERVICES FOR MONITORING AND EVALUATION OF SOCIAL SAFEGUARD (RAP & IPP IMPLEMENTATION) IN THE STATE OF MAHARASHTRA FOR MUMBAI-AHMEDABAD HIGH SPEED RAIL PROJECT UNDER JURISDICTION OF CPM/MUMBAI AND CPM/PALGHAR** as specified in the 'Terms of Reference (TOR)'. The work is to be carried out on item rate basis as per bill of quantities and tender conditions.

## 1.6 NIT Response:

The NIT Response must be properly signed & stamped as detailed below:

1. By the proprietor in case of a proprietary firm.
2. By the partner holding the power of attorney in the case of a firm in partnership **(a certified copy of the power attorney shall accompany the Tender).**
3. By a duly authorized person holding the power of attorney in the case of a limited company or corporation **(a certified copy of the power of attorney shall accompany the Tender).**
4. By ROC nominated directors of the company in the case of a private limited company.

1.7 Bidders 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.

1.8 A bidder 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 bidder's disqualification. **Joint Venture (s) / Consortium (s) / Association (s) cannot participate in this tender.**

1.9 It is the NHRCL's policy that the Consultants under contracts observe the highest standard of ethics & professionalism during the selection and execution of such contracts. In pursuance of this policy, the NHRCL:

- (a) Defines, for the purpose of this paragraph, the terms set forth below as follows:
  - I. "corrupt practice" means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the selection process or in contract execution;
  - II. "fraudulent practice" means a misrepresentation or omission of facts in order to influence a selection process or the execution of a contract;



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- III. “collusive practices” means a scheme or arrangement between two or more consultants with or without the knowledge of the Client, designed to establish prices at artificial, noncompetitive levels;
  - IV. “Coercive practices” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process, or affect the execution of a contract.
- (b) Reject a proposal for award if it determines that the Consultant recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for the contract in question.
  - (c) Declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a contract if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing a contract.

1.10

**Removal and / or Replacement of Personnel**

- (a) **Except as the Client may otherwise agree, no change shall be made in the Personnel (Team and Dy. Team Leader) indicated at the time of technical evaluation. If, for any reason beyond the reasonable control of the Consultants, it becomes necessary to replace any of the Personnel, the Consultants shall forthwith provide as a replacement a person of equivalent or better qualification and experience.**
- (b) If the Client finds that any of the Personnel has committed serious misconduct or has been charged with having committed a criminal action,

- Or



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

- 1.11 **Cost of Tender document-** Tender document can be purchased from the office of Chief Project manager, NHRCL, Palghar on Payment of Rs 5900/- (Including GST) for Cost of Tender document. The Bid/Tender document can also be down loaded from NHRCL web site and can be submitted on or before prescribed date and time at prescribed place along with Demand Darft of Rs 5900/- (Including GST) in f/o NHRCL for Cost of Tender document.

## 2.0 Rates / Prices/Costs

The rates shall be offered in the enclosed "Bill of Quantity" (BOQ). Bidders must quote rates in % above/below/at par on the Schedule Cost of the work **both in figures and words**. Rate offered by a bidder in a particular Tender shall be treated as final offer and subsequent change in price shall not be allowed. Multiple bids (more than one bid by same bidder) and variable rates (different rates of same item by same bidder) shall be rejected outright.

## B BIDDING DOCUMENTS

### 3.0 Content of bidding documents

The bidding documents include the following:

- 3.1 **Two Packet Bid** consisting of Notice Inviting Bid, Form of Bid, Instruction to



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Tenderers/Bidders(ITT), Appendix to Tender, Annexure / Performas, Terms of Reference(TOR), Special Condition Of Contract ( SCC), General Condition of Contract ( GCC), Bill of Quantities (BOQ) .

**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 his bid.

**3.3 Technical Bid-** Bidder should submit Technical submission in a separate sealed envelope with complete signed bid documents excluding Financial Proposal and without quoting rates in Bill of Quantities or any where directly or indirectly in the Technical proposal. The Technical submission should also include following details/documents:

- i. Company Profile and details of financial statement for the last 3 years.
- ii. Proposed CVs of the experts in World Bank Format
- iii. Experience of Company in Monitoring and Evaluation of Social Safeguard (RAP & IPP implementation)
- iv. Proposed detailed method statement
- v. Work plan
- vi. Team Structure for the Project
- vii. List of major Consultancy Services for monitoring and evaluation of Social Safeguards (RAP & IPP implementation) related assignment from 2014 onwards. For each Assignment separate sheet indicating Scope, tenure, client details, approximate fee etc as per following Table-1 also attached.

SN	Item	Description
1	Name of Project	
2	Name of Client	
3	Tenure (Start Date – End Date)	

4	Approximate Man – months of Effort	
5	Scope of work (identify Key activities)	
6	Deliverables	
7	Approximate value of the Agreement (Rs Crore / US\$ million)	

**3.4 Financial Bid** - Bidder should submit Financial offer and should quote the rates in Bill of Quantities (BOQ) only. Financial offer should be submitted in a separate sealed envelope with complete signed bid documents.

**3.5 Sealed Envelope of Technical submission and Sealed Envelope of Financial Submission** should be Kept in an Outer envelope and should be sealed and should be submitted as Complete Bid Submission by stipulated date and time.

**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 bidder is deemed to have visited the site and satisfied him-self 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. Further, Corrigendum / Addendum to this Tender, if any, will be published on NHSRCL website [www.nhsrcl.in](http://www.nhsrcl.in) and on **CPP PORTAL website [eprocure.gov.in](http://eprocure.gov.in)** only. Newspaper press advertisement shall not be issued for the same.
- 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.

## **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, drawings and 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 enclose a copy of Power of Attorney)

- 7.2 The bidding documents include the following:

**Two Packet Bid** consisting of Notice Inviting Bid, Form of Bid, Instruction to Tenderers/Bidders(ITT), Appendix to Tender, Annexure / Performas, Terms of Reference(TOR), Special Condition Of Contract ( SCC), General Condition of Contract ( GCC), Bill of Quantities (BOQ) .

- 7.3 **Technical Bid-** Bidder should submit Technical submission in a separate envelope with complete signed bid documents excluding Financial Proposal and without quoting rates in Bill of Quantities or any where directly or indirectly in the Technical proposal. The Technical submission should also include following details/documents:

- viii. Company Profile and details of financial statement for the last 3 years.
- ix. Proposed CVs of the experts in World Bank Format
- x. Experience of Company in Monitoring and Evaluation of Social Safeguard (RAP & IPP implementation)
- xi. Proposed detailed method statement
- xii. Work plan
- xiii. Team Structure for the Project
- xiv. List of major Consultancy Services for monitoring and evaluation of Social Safeguards (RAP & IPP implementation) related assignment from 2014 onwards. For each Assignment separate sheet indicating Scope, tenure, client details, approximate fee etc as per following Table-1 also attached.

SN	Item	Description
1	Name of Project	
2	Name of Client	
3	Tenure (Start Date – End Date)	
4	Approximate Man – months of Effort	
5	Scope of work (identify Key activities)	
6	Deliverables	
7	Approximate value of the Agreement 9Rs Crore / US\$ million)	

7.4 Financial Bid - Bidder should submit Financial offer and should quote the rates in Bill of Quantities (BOQ) only. Financial offer should be submitted in a separate sealed envelope with complete signed bid documents.

7.5 Sealed Envelope of Technical submission and Sealed Envelope of Financial Submission should be Kept in an Outer envelope and should be sealed and should be submitted as Complete Bid Submission by stipulated date and time.

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

7.7 The bid should accompany all documents as mentioned in Annexure-I, duly signed by an authorized person holding the Power of Attorney. Bidder shall compile their Bid document as per the requirements of **Annexure-I**. Duly filled **Annexure-I** shall be attached along with **Form of Bid (Two packets 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 bidder has any observations, the same may be indicated in his forwarding letter along with the tender as per **annexure G**. The bidder 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.

## **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 Bidder 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 bidders' 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 (Two packets Bid) 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 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 in this regard.
- 10.3 Any Tender received **after opening of the tender** shall be rejected and returned unopened to the bidder.

## 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 bidder implies that he has 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 tender shall be submitted, duly on or before the due date and time, in a **Single Envelope**, containing **Two Packet Bid of Technical proposal and Financial Proposal**, addressed to "**Chief Project Manager (Civil), Palghar, Project Office - Adinath Villa, Opposite Taashi's Hotel, Vagulsar, Mahim Road, Palghar- 401404**" as described below: -

- (1) The sealed envelope must contain the **Two Packet Bid**. Technical proposal in First Envelope should contain documents along with Form of Bid & other documents in support of fulfilling the eligibility criteria & other requirements as asked for this work duly signed on each page as per Checklist (**Annexure-I**) without quoting rates in the Bill of quantities. Financial proposal in second envelope should contain quoted rates in the bill of quantity. Total amount of bid offer should also be indicated in figures duly signed & stamped.
- (2) If **Two Packet Bid** is not submitted upto the prescribed time and date of opening, the tender offer shall summarily be rejected.
- (3) The requisite **EMD** must be submitted along with the Tender Bid Documents. Otherwise, the tender shall summarily be rejected.

- (4) Bidder(s) must give their complete postal address of correspondence correctly with Pin code. NHSRCL shall not be responsible for any failure of despatch of letter by the Postal Department / Courier.
- (5) The bidder or his authorised representatives may attend the opening of Tender Bid (Technical and Financial proposal) on the specified dates & timings and place.
- (6) The self-attested copies of the various letters/documentary proofs/statements etc. should be enclosed with Tender Bid and shall be properly indexed.
- (7) Technical Bid will be opened of those bidder only who will found eligible during evaluation of Technical Bid. The Technical offer of those Bidder who will not be found eligible after evaluation of Technical offer will not be open.

12.2 In addition to the above, the envelope shall also contain the name and address of the bidder to enable tender to be returned / unopened, if so required.

### 13.0 TRANSFER OF TENDER DOCUMENTS

Transfer of **Tender documents** issued to one intending bidder to another bidder is not permissible. **Bidder can submit tender on the documents issued to him or in the tender document downloaded from the website without any alteration in the original tender document uploaded on the website.**

### 14.0 EARNEST MONEY DEPOSIT

#### 14.1 Earnest Money Deposit

The bidder must furnish the Earnest Money Deposit 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** (except Cooperative Bank) **in favour of National High Speed Rail Corporation Limited payable at a place** as given in Appendix to Tender. 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). The Pay Order/Demand Draft for earnest money should have the validity up to the period ' 28 days after the Bid Validity period' i.e. 90 + 28 days = 118 days from date of opening



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of Technical Bid. In case period of Bid validity required to be extended then the validity of Earnest money instrument also to be extended accordingly for the period 28 days after the Bid validity. The Bid received without Earnest Money shall be summarily rejected. Employer shall not be liable for any interest on the Earnest Money Deposit.

#### 14.2 **Forfeiture of Earnest Money:**

The Earnest Money Deposit of the bidder shall be forfeited if he withdraws his tender after opening of the tender during the period of tender validity specified in the "Appendix to Tender" or extended validity period as agreed to in writing by the bidder.

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

- i. sign the Contract Agreement in accordance with the terms of the tender, or
- ii. furnish Performance Guarantee in accordance with the terms of the tender, or
- iii. Commence the work within the time period stipulated in the tender.

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

#### 14.3 **Return of Earnest Money Deposit:**

a) The Earnest Money Deposit of the unsuccessful bidders in the form of DD/Pay Order/**NEFT or RTGS** shall be directly credited to his bank account through Electronic Fund Transfer, **under advice to the bidder.**

b) The Earnest Money Deposit of the successful bidder shall be dealt as under:

The Earnest Money Deposit (EMD) of the successful Bidder shall be returned as promptly as possible in the form of DD/Pay Order/NEFT or RTGS shall be directly credited to his bank account through Electronic Fund Transfer once the successful Bidder has signed the Contract and furnished the required Performance Security.

## **15.0 CARE IN SUBMISSION**

- 15.1 Before submitting the tender, the bidder/s will be deemed to have satisfied himself by his actual inspection of the site, that all conditions liable to be encountered during execution of the works are taken into account and that the rates quoted by the bidder/s in the tender schedule are adequate and all-inclusive for the completion of works to the entire satisfaction of the Employer.

## **E. BID OPENING AND EVALUATION**

### **16.0 OPENING OF THE TENDER**

- 16.1 Technical offer of Tenders will be opened at the address mentioned in "Notice Inviting Tender" in presence of bidders or authorized representatives of bidders who wish to attend the opening of tenders. Physical presence during Bid opening is optional.
- 16.2 Bidders or their authorized representatives who are present shall sign register in evidence of their attendance.
- 16.3 Tender 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.
- 16.4 Financial offer will be opened of those bidder who will found eligible by evaluation of their technical proposal. Financial offer will be opened at the address mentioned in "Notice Inviting Tender" in presence of bidders or authorized representatives of bidders who wish to attend the opening of tenders. Physical presence during Bid opening is optional.

### **17.0 CLARIFICATION OF THE TENDERS**

- 17.1 To assist the examination, evaluation and comparison of the tenders, Employer may at his discretion ask the bidders 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 bidder.



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## 18.0 NEGOTIATION

18.1 The Employer reserves the right to negotiate the offer submitted by the bidder/s to withdraw certain conditions or to bring down the rates to a reasonable level. The bidder must note that during negotiation, rates of items of BOQ can only be reduced and not increased by the bidder. In case the bidder 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 bidder 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.”

## 19.0 EVALUATION OF BID.

19.1 Evaluation of Technical Bid- Evaluation criteria for shortlist the consultant for opening of Financial Bid.

Part A- Team Leader			
SL. No	Qualification	Experience	Remarks
1	Post Graduate degree or equivalent in technical subjects such as social welfare / Sociology /Political Science / Psychology /Geography /Anthopology / Economics/ Environmental economics / Urban planning / Regional planning / Environmental	Experience of Minimum 15 years of in RAP (Report preparation or Implementation) / Monitoring and evaluation. Should have experience of at least two similar assignments with combined PAPs of	Pass/ Fail



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	planning, Development Sciences, Rural Development and management – Rural economics / Economic Sociology/ demographic studies and the like from the UGC / AICTE recognized university / Institution or MBA (Rural management) / Natural Resources, AICTE recognized institution.	1000 or more.	
Those Participants who passed in above mentioned Criteria will be considered for next Stage evaluation			

SI No	Criteria	Total maximum Marks	Remarks
1	Number of Linear Project Completed in last five years or Substantially completed.	15	3 Marks for each international Project
		5	1 marks for each other Funded Project
2	Number of Non Linier Project Completed in Last five years or substantially completed	5	1 Marks for each international Project
		5	1 marks for each other Funded Project
3	Number of Indigenous People Plan (IPP) Project completed in last five years or Substantially Completed	10	2Two Marks for each project
4	Value of assignment (More than or equal to 50 Lakh)	5	1 mark for each project
5	PAPs of the Project for Monitoring (More than or equal to 5000)	5	1 mark for each project
6	Introduction to the firm with prior experience in M&E (5 & above project for similar assignment will have 10 marks)	10	2 marks for each project
7	Experience of proposed team leader and deputy team leader (5 & above project for similar	10	2 marks for each project



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	assignment will have 10 marks)		
8	Proposed detailed method Statement as per ToR	10	
9	Work Plan (to be submitted in GANTT chart as per ToR)	10	
10	Firms Employee Strength in Social expert division	10	Minimum strength required is 10 employees/ Expert
<p>Note 1- Completed project means similar M&amp;E project which is 100% physically including submission of all deliverables and completion certificate has been issued</p> <p>Note 2- Substantially completed assignment means, similar M&amp;E project where 80% fee has been received.</p>			

19.2 Financial Bid Evaluation - In the method of Least-Cost Selection (LCS), the NHRCL will select the Consultant with the lowest evaluated total price among those consultants that achieved the minimum technical score.

19.3 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.

19.4 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.

19.5 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;

- (i) That affects in any substantial way the scope, quality or performance of the contract.
- (ii) That limits in any substantial way, inconsistent with the bidding documents, the Employers' rights or the successful Bidder's obligations under the contracts; or



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(iii) Whose rectification would unfairly affect the competitive position of other Bidders who are presenting substantially responsive bids.

19.6 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 bidder 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.

## 20.0 CANVASSING

20.1 No bidder is permitted to canvass to Employer on any matter relating to this tender. Any bidder found doing so may be disqualified and his bid may be rejected.

## 21.0 RIGHT TO ACCEPT ANY TENDER OR REJECT ALL TENDERS

Employer 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 bidders or any obligation to inform affected bidder, the grounds of such action.

## 22.0 AWARD OF CONTRACT

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

22.2 Letter of Acceptance after it is signed by the Agency in token of his acceptance shall constitute a legal and binding contract between Employer and the Agency 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 after receipt of Performance Bank Guarantee towards the work as per terms & conditions of the contract.**

## 23.0 ANNULMENT OF AWARD

23.1 Failure of the successful bidder to comply with the requirement of Clause 22 above shall constitute sufficient ground for the annulment of the award and forfeiture of the EMD in which event the Employer may make the award to any other bidder at his discretion or call for new bids.

## 24.0 CONDITION FOR JV FIRM

In case of the shortlisted consultant intends to submit the financial offer as a Joint venture, the shortlisted consultant should be the lead member having a minimum share of 51% with a following condition:

- (i) Joint and Several Liability - Members of the JV Firm to which the contract is awarded, shall be jointly and severally liable to the Client/Employer/client (NHSRCL) for execution of the project in accordance with General and Special Conditions of Contract. The JV members shall also be liable jointly and severally for the loss, damages caused to the NHSRCL during the course of execution of the contract or due to non-execution of the contract or part thereof.
- (ii) Duration of the Joint Venture Agreement - shall be valid during the entire currency of the contract including the period of extension, if any.
- (iii) Governing Laws - The Joint Venture Agreement shall in all respect be governed by and interpreted in accordance with Indian Laws.
- (iv) The JV shall nominate a representative (from lead partner only) who shall have the authority to conduct all business for and on behalf of JV during the bidding process and subsequent stages.
- (v) Normally BID SECURITY shall be submitted only in the name of the JV Firm and not in the name of constituent member. However, in exceptional cases BID SECURITY in the name of Lead Member can be accepted subject to submission of specific request letter from Lead Member stating the reasons for not submitting BID SECURITY in the name of JV Firm and giving written confirmation from JV members to the effect, that BID SECURITY submitted by the Lead Member may be deemed as BID SECURITY submitted by JV Firm.
- (vi) A copy of Memorandum of Understanding (MOU) executed by the JV members shall be submitted by the JV Firm along with the Tender. The complete details of the members of the JV firm, their share and responsibility in the JV firm etc. particularly with reference to financial, technical and other obligations shall be furnished in the MOU.
- (vii) Once the tender is submitted, the MOU shall not be modified / altered / terminated during the validity of the tender. In case the bidder fails to observe/comply with this stipulation, the full Bid Security Deposit shall be liable to be forfeited.
- (viii) Approval for change of constitution of JV Firm shall be at the sole discretion of the Client/Employer (NHSRCL). The



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constitution of the JV Firm shall not be allowed to be modified except when modification becomes inevitable due to succession laws etc. However, the Lead Member shall continue to be the Lead Member of the JV Firm. Failure to observe this requirement would render the offer invalid.

- (ix) Similarly, after, the contract is awarded, the constitution of JV Firm shall not be allowed to be altered during the currency of contract except when modification become inevitable due to succession laws etc. Failure to observe this stipulation shall be deemed to be breach of contract with all consequential penal action as per contract conditions.
- (x) On award of contract to a JV Firm, a single Performance Guarantee shall be submitted by the JV Firm as per tender conditions. All the Guarantees like Performance Guarantee, Bank Guarantee for Mobilization Advance, Machinery Advance, etc. shall be accepted only in the name of the JV Firm and no splitting of guarantees amongst the members of the JV Firm shall be permitted.
- (xi) On issue of LOA (Letter Of Acceptance), an agreement among the members of the JV Firm (to whom the work has been awarded) shall be executed and got registered before the Registrar of the Companies under Companies Act or before the Registrar/Sub-Registrar under the Registration Act, 1908. This JV Agreement shall be submitted by the JV Firm to the NHRCL before signing the contract agreement for the work. In case the bidder fails to observe/comply with this stipulation, the full BID SECURITY shall be forfeited & other penal actions due shall be taken against partners of the JV.
- (xii) No member of the Joint Venture Firm shall have the right to assign or transfer the interest right or liability in the contract without the written consent of the other members and that of the Client/Employer (NHRCL) in respect of the said tender/contract.
- (xiii) In case one or more of the members of the JV Firm is/are partnership firm(s), following documents shall be submitted:
- a) Notary certified copy of the Partnership Deed
  - b) Consent of all the partners to enter into the Joint Venture /Agreement on a stamp paper of appropriate value (in original).
  - c) Power of Attorney (duly registered as per prevailing law) in favour of one of the partners of the partnership firm to sign the JV Agreement on behalf of the partnership firm and create liability against the firm.
- (xiv) In case one or more members is/are Proprietary Firm or



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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.

(xv) In case one or more members is/are limited companies, the following documents shall be submitted:

a) Notary certified copy of resolutions of the Directors of the Company, permitting the company to enter into JV agreement, authorizing MD or one of the Directors or Managers of the Company to sign JV 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.

b) Copy of Memorandum and Articles of Association of the Company.

c) Power of Attorney (duly registered as per prevailing law) by the Company authorizing the person to do/act.

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**Annexure-I**

<b>CHECKLIST OF BID DOCUMENT SUBMISSION</b> (To be filled by bidder and submitted along with tender document)		
<b>Name of Work : TENDER FOR PROVIDING CONSULTANCY SERVICES FOR MONITORING AND EVALUATION OF SOCIAL SAFEGUARD (RAP &amp; IPP IMPLEMENTATION) IN THE STATE OF MAHARASHTRA FOR MUMBAI-AHMEDABAD HIGH SPEED RAIL PROJECT UNDER JURISDICTION OF CPM/MUMBAI AND CPM/PALGHAR</b>		
<b>Tender No.: NHSRCL/PALGHAR/ RAP MONITORING/MAHA/2019</b>		
<b>SN</b>	<b>Document / Items required</b>	<i>Please indicate whether attached or Not Applicable (NA)</i>
<b>A.</b>	<b><u>TWO PACKET BID</u></b>	
<b>1</b>	<b>Form of Bid</b>	
<b>2</b>	<b>Duly filled Annexure-I</b>	
<b>3</b>	<b>Valid Consultant Registration Certificates or Proof of having worked/ working with Railways/ CPWD/ MES/ PWD/ other Govt. Organization/PSU &amp; their Subsidiary.</b>	
<b>4</b>	<b>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.,</b>	
<b>5</b>	<b>Attested Copy of Power of Attorney on non-judicial stamp paper of appropriate value of the signatory of bid on behalf of the bidder.</b>	
<b>6</b>	<b>Earnest Money Deposit (EMD) of Rs. 79,980/- (Rupees seventy nine thousand nine hundred eighty only) in proper form as mentioned in Para 6.0 of Letter of Invitation for Bids(IFB) of Section-I</b>	



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SN	Description	<i>Please indicate whether attached or Not Applicable (NA)</i>
7	List of proposed technical personnel to be employed by the bidder	
8	<b>Non-Disclosure Agreement as per Annexure-F</b>	
9	Bank Detail i.e. Cancelled Cheque, Name of Bank, Account Number, MICR No. RTGS No., Bank Telephone	
10	GST Registration Certificate & No.	
11	Copy of PF Registration	
12	Copy of ESIC Registration	
13	<b>PAN No. of the firm</b>	
14	<b>Tender Document duly signed &amp; stamped on all pages.</b>	
15	<b>Corrigendum ( If any) duly signed &amp; stamped on all pages.</b>	
16	<b>Bill of Quantities Filled Properly as per Tender Document and Corrigendum ( If any).</b>	
17	<b>Technical Bid in separate sealed envelop and Financial Bid in Separate sealed Envelop and both envelope kept in outer sealed envelope.</b>	
18	<b>Technical Bid with all details as per Para 3.3, 7.3 and 19.1 of ITT (Section-III)</b>	
	Note 1:- Bidders have to fill the complete details.	
	Note 2:- The documents pertaining to above details should be submitted along with the bid towards tender submission.	

**Annexure -1 (a)**

**Applicant's Party Information Form**

*[The following form should be filled in for the Applicant's parties including partner(s) of a joint venture, sub-contractors]*

Date: [insert day, month, year]

Tender Document No.: .....

JV applicant legal name:

[insert full legal name]

Applicant's Party legal name:

[insert full legal name of Applicant's Party]

Applicant's Party country of registration:

[indicate country of registration]

Applicant Party's year of constitution:

[indicate year of constitution]

Applicant Party's legal address in country of constitution:

[insert street/number/town or city/country]

Applicant Party's authorized representative information

Name: [insert full legal name]

Address: [insert street/number/town or city/ country]

Telephone/Fax numbers: [insert telephone/fax numbers, including country and city codes]

E-mail address: [indicate e-mail address]

Attached are copies of original documents of Articles of Incorporation or Documents of Constitution, and Registration Documents of the legal entity named above, in accordance with ITB 3.1(b).

Note: Separate form is required for all individual participants (members) in the JV as well as sub-contractor.

**DRAFT MEMORANDUM OF UNDERSTANDING (MOU3)**

*For*

**JOINT VENTURE PARTICIPATION**

*BETWEEN*

M/s ..... having its registered office at ..... (Hereinafter referred to as ..... ) acting as the Lead Partner of the first part,

**And**

M/s ..... having its registered office at ..... (Hereinafter referred to as ..... ) in the capacity of a Joint Partner of the other part.

The expressions of ..... and ..... 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:**

National High Speed Rail Corporation Limited (NHSRCL) [hereinafter referred to as “Client”] has invited bids 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 MOU.
  - i) Notice for Bid, and
  - ii) Bidding document
  - iii) Any Addendum/Corrigendum issued by National High Speed Rail Corporation Limited
  - iv) The bid submitted on our behalf jointly by the Lead Partner.
2. The ‘Parties’ have studied the documents and have agreed to participate in submitting a ‘bid’ jointly.
3. M/s .....shall be the lead member of the JV for all intents and purpose and shall represent the Joint Venture in its dealing with the Client. For the purpose of submission of bid proposals, the parties agree to nominate.....as the leader duly authorized to sign and submit all documents and subsequent clarifications, if any, to the Client. However M/s..... shall not submit any such proposals, clarifications or commitments before securing the written clearance of the other partner which shall be expeditiously given by M/s
4. The ‘Parties’ have resolved that the distribution of responsibilities and their proportionate share in the Joint Venture is as under:
  - (a) Lead Partner



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- (i).....
- (b) Joint Venture Partner
  - (i).....

[Similar details to be given for each partner]

**5. JOINT AND SEVERAL RESPONSIBILITIES**

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

**6. ASSIGNMENT AND THIRD PARTIES**

The parties shall co-operate throughout the entire period of this MoU 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.

**7. EXECUTIVE AUTHORITY**

The said Joint Venture through its authorized representative shall receive instructions, payments from the Client. 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. BID SECURITIES**

Till the award of the work, JV firm/Lead Partner of JV firm shall furnish Bid Security to the Client on behalf of the joint venture which shall be legally binding on all the members of the Joint Venture.

**9. BID SUBMISSION**

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

**10. INDEMTENDERY**

Each party hereto 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.

- 11. 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.



**12. 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 bid. Information relating to evaluation of proposals and recommendations concerning awards shall not be disclosed to the consultants who submitted the proposals or to other persons not officially.

**13. ARBITRATION**

Any dispute, controversy or claim arising out of or relating to this 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 New Delhi.

**14. INVALIDITY**

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

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

15. This MoU 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 a copy submitted with the proposal.

16. This MoU shall be construed under the laws of India.

**17. NOTICES**

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

**Lead Partner**

**Other Partners)**

(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.....**

(Seal)

(Seal)

**Witness**

1..... (Name & Address)

2..... (Name & Address)

Notes: In case of existing joint venture, the certified copy of JV Agreement may be furnished.





## Annexure - III

### **DRAFT FORMAT OF JOINT VENTURE AGREEMENT**

To be executed on non-judicial stamp paper of appropriate value in accordance with relevant Stamp Act and to be registered with appropriate authority under Registration Act. The JV agreement shall be structured generally as per contents list given below:

#### **A. CONDITIONS AND TERMS OF JV AGREEMENT**

1. Definition and Interpretation
2. Joint Venture - Include Equity of members, transferability of shareholding of equity of a partner leaving during the subsistence of the contract.
3. Proposal Submission
4. Performance - To indicate scope of responsibility of each member
5. Language and Law
6. Exclusively
7. Executive Authority
8. Documents
9. Personnel
10. Assignment and Third Parties
11. Severability
12. Member in Default
13. Duration of the Agreement
14. Liability and sharing of risks
15. Insurance
16. Sharing of Promotion and Project Costs, Profits, Losses and Remuneration
17. Financial Administration and Accounting
18. Guarantees and Bonds
19. Arbitration
20. Notices
21. Sole Agreement and Variation

#### **B. SCHEDULES**

1. Project and Agreement Particulars
2. Financial Administration Services
3. Allocation of the obligations
4. Financial Policy and Remuneration

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**Annexure - IV**

**PRO-FORMA LETTER OF PARTICIPATION FROM EACH PARTNER OF  
JOINT VENTURE (JV)**

(To be executed on non-judicial stamp paper of appropriate value in accordance with relevant Stamp Act and to be registered with appropriate authority under Registration Act.)

**No.....**

**Dated:**

**From:**

.....  
.....

**To,**

**The GM(CONTRACT),  
National High Speed Rail Corporation Limited  
Asia Bhawan, Second Floor, Road No. 205,  
Sector 9, Dwarka, New Delhi-110077  
Tel 011-28070001 Fax 011-28070250**

**Gentlemen,**

*Re: “[Insert name of work] .....*

Ref: Your notice for Invitation for Bid (IFB) No.....dated .....

1. We wish to confirm that our company/firm has formed a Joint Venture with  
i) ..... & ii)..... for the purposes  
associated with IFB referred to above.

*(Members who are not the lead partner of the JV should add the following  
paragraph)\**

2. ‘The JV is led by ..... whom we hereby authorize to act on our behalf for the



purposes of submission of Bid for ..... and authorize to incur liabilities and receive instructions for and on behalf of any and all the partners or constituents of the Joint Venture.'

OR

*(Member(s) being the lead member of the group should add the following paragraph)\**

'In this group we act as leader and, for the purposes of applying for Bid, represent the Joint Venture:

- 3. In the event of our JV being awarded the contract, we agree to be jointly with i) & ii) ..... (names of other members of our JV) and severally liable to the National High Speed Rail Corporation Limited, its successors and assigns for all obligations, duties and responsibilities arising from or imposed by the contract subsequently entered into between National High Speed Rail Corporation of India Limited and our JV.
- 4. \*I/We, further agree that entire execution of the contract shall be carried out exclusively through the lead partner.

**Yours faithfully,  
(Signature)**

**(Name of Signatory).....  
(Capacity of Signatory) .....**

**Company Seal**

\* Delete as applicable

Note: In case of existing joint venture, the certified copy of JV Agreement may be furnished.

\*\*\*\*\*



**Annexure - V**

**FORMAT FOR POWER OF ATTORNEY FOR AUTHORISED SIGNATORY OF JOINT VENTURE (JV) PARTNERS**

**\*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 of ..... as our attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our bid for the work of ..... Including signing and submission of all documents and providing information/responses to National High Speed Rail Corporation Limited, representing us in all matters, dealing with National High Speed Rail Corporation Limited in all matters in connection with our bid for the said project.

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

Dated this the ..... day of .....20

**(Signature of authorized Signatory)**

**(Signature of Lead Partner)**

**(Signature of JV Partners)**

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

Witness 1:

Witness 2:

Name:

Name:

Address:

Address:

Occupation:

Occupation:

Notes: I) to be executed by the by all the partners jointly, in case of a Joint Venture.



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\*\*\*\*\*

**Annexure - VI**

**FORMAT FOR POWER OF ATTORNEY TO LEAD  
PARTNER OF JOINT VENTURE (JV)**

***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 ATTORNEY**

Whereas National High Speed Rail Corporation Limited has invited tender for the **Providing Consultancy Services for Monitoring and Evaluation of Social Safeguard (RAP & IPP Implementation) for Mumbai-Ahmedabad High Speed Rail Project**

Whereas, the members of the Joint Venture comprising of M/s..... and M/s..... are interested in submission of tender for the work of *[Insert name of work]* in accordance with the terms and conditions Contained in the bidding documents.

Whereas, it is necessary for the members of the Joint Venture to designate one of them as the Lead Partner, with all necessary power and authority to do, for and on behalf of the Joint Venture, all acts, deeds and things as may be necessary in connection with the Joint Venture's bid for the project, as may be necessary in connection the Joint Venture's bid for the project.

NOW THIS POWER OF ATTORNEY WITNESSETH THAT:

We, M/s ....., hereby designate M/s ....., being one of the partners of the Joint Venture, as the lead partner 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 bid for the contract, including submission of bid, participating in conferences, responding to queries, submission of information/ documents and generally to represent the Joint Venture in all its dealings with the Railway or any other Government Agency or any person, in connection with the Bid/contract for the said work until culmination of the process of bidding till the contract agreement if successful, is entered into with the National High Speed Rail Corporation of India Limited and thereafter till the expiry of the contract agreement.

.....  
*To be executed by all the members of the JV accept the lead member.  
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*



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*executants(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure.*

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) (Name in Block letters of Executants)

**Seal of Company**

**Witness 1:**

**Witness 2:**

Name:

Name:

**Address:**

**Address:**

Occupation:

Occupation

\*\*\*\*\*

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

**APPENDIX TO TENDER**  
**(TWO Packet Bid)**

Tender Notice No.	Tender No.: NHRCL/PALGHAR/ RAP MONITORING/MAHA/2019
Name of Work	PROVIDING CONSULTANCY SERVICES FOR MONITORING AND EVALUATION OF SOCIAL SAFEGUARD (RAP & IPP IMPLEMENTATION) IN THE STATE OF MAHARASHTRA FOR MUMBAI-AHMEDABAD HIGH SPEED RAIL PROJECT UNDER JURISDICTION OF CPM/MUMBAI AND CPM/PALGHAR
Client / Employer	<i>National High Speed Rail Corporation Limited</i>
Tender to be submitted / deposited / addressed (if it is sent by Post) to the office of	Chief Project Manager (Civil), Palghar National High Speed Rail Corporation Limited Project Office Palghar- Adinath Villa, Opposite Taashi's hotel, Vagulsar, Mahim road, Palghar (w) 401404
a) Earnest Money Deposit (EMD)	Rs. 79,980/- (Rupees seventy nine thousand nine hundred eighty only)
b) Tender cost	5900/- (Rupees five thousands nine hundred only) including GST
c) Performance Guarantee	5 % of the Contract Value (to be submitted within 28 days after issue of LOA to successful bidder)
d) Completion period	Twelve Month
e) Date and time of submission of Bid (TWO Packet)	On 10.01.2020 up to 15.00 hrs.
f) Date and time of opening of Technical Bids of the tenders	On 10.01.2020 at 15:30 hrs.
g) Date and time of opening of Financial Bids of the tenders	On 17.01.2020 at 15:30 hrs.
h) Validity of Offer	90 days from the date of opening of tender
i) Scope of Work and Deliverables	The scope of work for consultant shall be limited to "PROVIDING CONSULTANCY SERVICES FOR MONITORING AND EVALUATION OF SOCIAL SAFEGUARD (RAP & IPP IMPLEMENTATION) IN THE STATE OF MAHARASHTRA FOR MUMBAI-AHMEDABAD HIGH SPEED RAIL PROJECT UNDER JURISDICTION OF CPM/MUMBAI AND CPM/PALGHAR" as per detail given in Terms of Reference (TOR).

.....



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

## **TERMS OF REFERANCE (TOR)**

### **A. Introduction:**

National High Speed Rail Corridor Project (NHSRCL) is a Special Purpose Vehicle (SPV) of the Ministry of Railways, Government of India entrusted with the responsibility to plan and implement Mumbai Ahmadabad High Speed Rail Project. The project is being implemented with loan assistance from Japan International Cooperation Agency (JICA). Resettlement Action Plan has been prepared as per national/ state laws, policies, notifications, government orders and JICA guidelines.

### **B. Objective:**

The objective of the assignment is to carry out monitoring and review of RAP & IPP implementation activities in the State of Maharashtra, Gujarat & DNH at regular interval (i.e. Monthly, Quarterly, Annually) being implemented in the project and provide specific inputs and recommendations to mitigate the issues identified during the review period so as enable NHSRCL make suitable changes, if required during the RAP/IPP implementation. The Project will be implemented for over a period of 8 months.

It may be noted that one of the key objectives of RAP implementation is an improvement of socio-economic conditions of PAPs or at least restoration of socio-economic status of PAPs to the pre-project level and hence it is important to assess the socio-economic status of PAPs after RAP implementation and resettlement activities.

### **C. Scope of Work:**

The monitoring report shall be submitted on monthly basis and quarterly evaluation shall be submitted based on the progress of RAP & IPP implementation work done during the quarter, shall be prepared in consultation with Chief Project Manager (CPM) office including Social Development Officer/ Assistant Social Development Officer closely involved in RAP & IPP implementation, also RAP implementation agency and PAPs. The external monitoring agency will undertake site visits for interactions and consultations with agencies involved in RAP/IPP implementation and PAPs during each quarterly monitoring process. The specific tasks would be to check compliance w.r.t. RAP & IPP implementation activities carried out by the RAP/IPP implementation agency, identify issues and report to project authority which may have large scale /serious implications from compliance or regulatory requirements and timeline of implementation process. The external monitoring agency will verify at site by adopting suitable approach whether the pre-determined tasks such as disbursement of compensation, R&R assistance, due notice to PAPs for vacating land and affected structures, etc have been completed or not prior to taking over the possession of land from the land owners.

The agency will conduct monitoring covering all the districts of Maharashtra of MAHSR Project under CPM/Palghar and CPM/Mumbai (Balance work) (a minimum of 10% villages & PAH's and a suitable number of project sites) in consultation with Social and Environment Management Unit (SEMU) and concerned CPM office. The agency will also verify and recommend whether Legal and Policy Framework including entitlement matrix requires any modifications or not in view of implementation of RAP activities. The agency will make presentation based on the draft quarterly monitoring report to SEMU and submit final quarterly report by incorporating changes as discussed in the presentation. The

agency should also be involve in the monitoring process on regular basis & their representative should share gaps and progress with CPM office on regular basis. The agency will review the monthly progress of R&R activities based on the schedule proposed in RAP and submit a monitoring report evaluating the progress submitted by the implementation agency.

The MAHSR RAP & IPP Reports can be referred by consultant on the below given link:

[https://www.jica.go.jp/english/our\\_work/social\\_environmental/id/asia/south/category\\_a\\_b\\_fi.html](https://www.jica.go.jp/english/our_work/social_environmental/id/asia/south/category_a_b_fi.html)

#### **D. Details of Tasks:**

Detailed tasks to be carried out by the external monitoring and evaluation agency are as under:

- Verify the process followed for consent award and consent award/ award of compensation, as the case may be in accordance with the applicable state laws and policies by interacting concerned land acquisition collector,
- Verify timeline for disbursement of compensation and R&R assistance to PAPs after the declaration of consent award/ award declaration,
- Verify dissemination of information process adopted for creating awareness among PAPs and ascertain the adequacy of project related information like leaflets, fliers, copy of entitlement matrix distributed among PAPs,
- Randomly participate in ongoing RAP implementation activities (consultation meetings, joint measurement survey, valuation of structure, grievance redressal process, etc) carried out by the implementing agency, as well as the all RAP implementation activities which have been occurred prior to the assignment of the agency
- Undertake independent consultations with PAPs and villagers to get first hand feedback w.r.t. RAP/IPP implementation activities,
- Report on the adequacy of RAP implementation agency staff, their availability and support/ assistance provided to PAPs,
- Verify the process followed for dealing with grievance cases,
- Verify the process of determining the value of structures and trees affected,
- Verify the process followed for compensation of structures partially affected,
- Ascertain the utilization of compensation and R&R assistance disbursed to PAPs,
- Verify the administration of reimbursement of stamp duty or taxes for those who purchased alternative lands/houses/shops/similar properties with compensation and R&R assistance amount,
- Ascertain how the provisions of additional payment (interest) in case of delay in disbursement of compensation and R&R assistance are administered under the applicable laws,
- Verify the process followed for awareness generation meetings conducted in villages regarding various aspects of the project including entitlement matrix, grievance redressal mechanism, etc

- Report on the status of grievance cases and court cases,
- Report on the progress of land acquisition, handing over of encumbrance free land to contractor, likely delays and reasons thereof for handing over of land to contractors in accordance with the contract provisions,
- Report on any additional land acquisition requirements, if any and associated R&R impacts due to associated facilities and change in route alignment, etc,
- Carry out sample survey among PAPs to assess whether land acquisition and/or resettlement and/or social program objectives have generally been met. Number of households covered for survey shall be decided by SEMU for each quarterly report but will not be less than 50 households covering at least five villages from 2/3 districts,
- Identify gap and critical areas in implementation process and recommend appropriate corrective measures in consultation with CPM office and refer them to SEMU, Head Office for consideration,
- Report on regularity and effectiveness of grievance redressal mechanism and satisfaction level of PAPs,
- Ascertain that the satisfaction level of PAPs regarding entitlement provisions,
- Ascertain how suggestions and concerns raised by PAPs and local community during site visits are incorporated or not in the project implementation,
- Report on the process followed and status of completion of rehabilitation or reconstruction of common property resources (CPRs),
- Randomly check and report on incidence of child labour, unequal wages, condition and safety aspects of labour camps at project sites,
- Verify the coordination between RAP & IPP implementation activities and contractor regarding handing over encumbrance free land stretches,
- Report on the role of RAP & IPP implementation agency, satisfaction level of PAPs regarding support/ help provided and suggestion for improvement of their services, if any,
- Report on the engagement of local people in the project in terms of petty contracts, skilled and un-skilled employment,
- Report on any other relevant aspects related to RAP implementation.
- Monitoring of proposed Resettlement Sites activities
- Monitoring of Resettlement Activities of PAH
- Monitoring of amenities proposed in resettlement sites with co-ordination with State Government.
- Suggest countermeasures (if it is necessary) to address the gaps in the entitlement matrix during the implementation stage,
- Suggest unforeseen negative impacts on PAPs and its extent of further need of assessment
- Specific recommendations for the gaps identified as per the JICA Environmental Guidelines and World Bank OP 4.10 & 4.12

- To identify appropriate benchmarks and indicators as part of the project which can be used as a point of reference for further monitoring and evaluation related to the project commitments
- To document case studies highlighting scheme implementation process, enabling and disabling factors contributing to community participation and sustainability
- Suggest major areas of improvement and key risk factors;
- Preparation of draft ToR for bi-annual Evaluation (for three years) of Income/Livelihood Restoration activities.

#### **E. Approach and Methodology:**

The third-party process monitoring is required to be conducted in all the project districts and in sample blocks and villages in the State of Maharashtra of MAHSR Project under CPM/Palghar and CPM/Mumbai. The team would be expected to undertake monitoring of all key activities implemented in different components in the sample areas with particular focus on the issues indicated by NHSRCL for each round. In addition, the team would be required to monitor all developments for the district level. While this is only indicative sampling, the consultant is expected to come up with a suitable sampling frame as part of the technical proposal. The sampling frame may also indicate the proportion of villages to be covered repeatedly for measuring changes over a period of time (panel of villages). Other villages may be purposively selected within the indicated sample such that they best represent implementation strategies adopted in the district. The team would also be required to interact with all key professionals at the state, district and sample block levels. The team would also discuss with frontline staff, and different forms of social capital to assess implementation issues and identify critical constraints affecting the work. The study will involve both quantitative and qualitative aspects and appropriate tools will be used. The Consultant will provide the plan for data analysis, both quantitative and qualitative.

Monitoring and evaluation will constitute the following:

- Progress monitoring (physical and financial aspects)
- Process monitoring (compliance with legal and policy framework and lessons learned)
- Impact evaluation based on a sample survey and consultations; and
- Thematic studies.

The results of the draft quarterly progress/monitoring report (QPR) will be presented to SEMU which will also be attended by CPM/ Dy. CPM. Final QPR will be submitted incorporating the observation during the presentation. Summarizing, this assignment would enable NHSRCL to assess whether the due processes are being followed or not, whereas performance monitoring would mainly relate to achievement in measurable terms against the set targets. QPR will also provide the necessary guidance and inputs for any changes if required during the implementation.

#### **F. Sample Size Guidelines for Consultants**

The external consultant should reach out to cover:

- Sample PAHs (upto 10%) who had property, assets, incomes and activities severely affected by Project works and had to relocate either to resettlement sites or who chose to self-relocate, or whose source of income was severely affected.
- Sample PAHs (upto 5%) who had property, assets, incomes and activities marginally affected by project works and did not have to relocate;
- Sample Vulnerable PAHs (upto 5%) who has been affected by the project.
- Sample Indigenous People PAHs (upto 20%) in Schedule V areas of the Project who has been fully impacted by the project.

The table below highlights on the Sample PAHs to be taken up for the evaluation of the RAP & IPP for the MAHSR project.

Table 1: Proposed Primary Stakeholders Sample Frame (Balance work)

SN	Item	Sample Percentage (approx) of Total PAH
1	Fully impacted PAHs	10%
2	Partially impacted PAHs	5%
3	Vulnerable PAHs	5%
4	IP PAHs	20%

Note: The tentative number of total PAH to be taken in this consultancy contract is 1118 (approximate) (718 for CPM/Palghar and 400 for CPM/Mumbai).

The Consultant is also expected to elicit responses from different level functionaries using structured questionnaire method. The number of respondents is suggested in Table 2.

Table 2: Distribution of Stakeholder respondents

Levels/selection criteria	Total no. of Respondents*
Implementing Agency Level:	
Head Office Level Ex: MD/OSD, Social Development Officer, ASDO	5
CPM Level Ex: CPMs, ASDOs	10
District Level Officials Ex- DC, LAO, Agriculture, Tribal Welfare Department, etc	20
Block Level Officials: BDO, NGOs, CSO, etc	30
Gram Panchayat Level: Sarpanch/Deputy Sarpanch	40
Schedule V Areas: Sarpanch, Tribal/opinion Leaders	25



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Levels/selection criteria	Total no. of Respondents*
<b>Total</b>	<b>130</b>

*\* At the time of award of contract, the numbers may be refined, and the Client may come up with the revised number of respondents.*

### **G. Deliverables**

The agency whose services are finally contracted are expected to deliver the following outputs as per the timelines to be indicated by the NHSRCL.

- **Inception Report**

Inception report covering methodology of monitoring and evaluation, sample size and distribution for each round, thematic coverage for each round, details of teams deployed, tools developed and tested.

- **Monthly Monitoring Report**

The report should clearly bring out evidence-based observations and suggestions/recommendations for the consideration of the NHSRCL. Each successive monthly report will also incorporate a report on actions taken by the states in response to the process monitoring findings and recommendations.

- **Quarterly Monitoring Report**

The report should consolidate monthly findings on a quarterly basis and come up suggestions/recommendations for the consideration of the NHSRCL.

- **Presentations at CPM Office and Head Office**

The agency would make monthly presentations at the CPM level and quarterly presentation at CPM office or NHSRCL Head Office Level as per instruction of NHSRCL.

- **Mid Term and Final Evaluation Report**

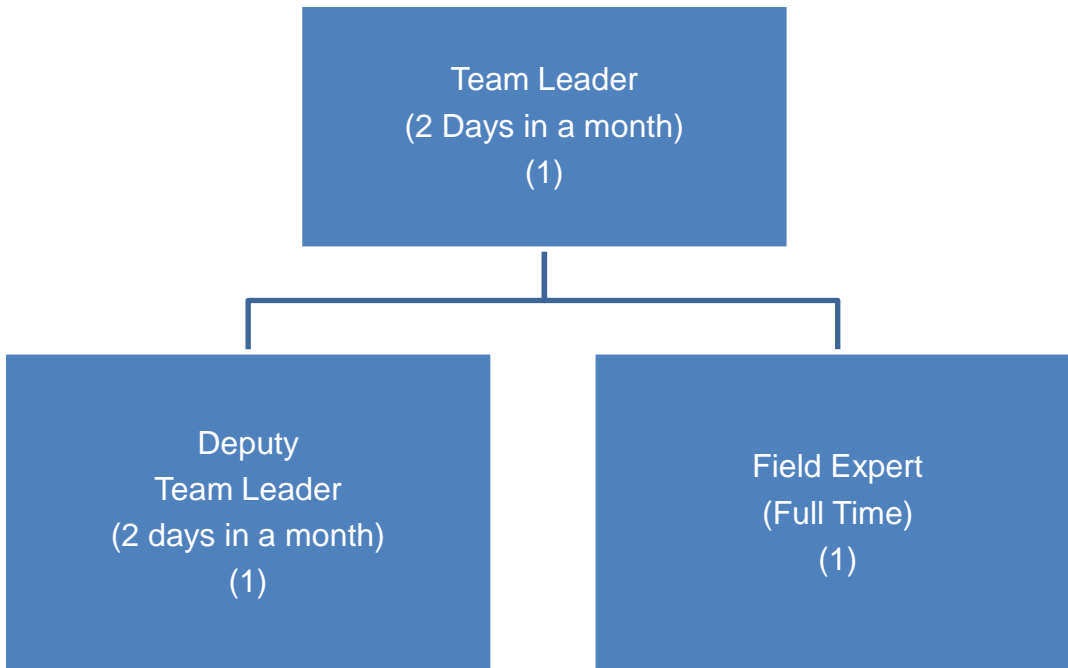
The external agency would conduct evaluation twice during the RAP implementation period as per JICA guideline. The first evaluation would be conducted after one year i.e., mid-way during the RAP implementation and the second one after the completion of RAP implementation. The evaluation will be carried out as per the set term of reference. It would focus on assessing whether the overall objectives of the project are being met and will use the defined impact indicators as a basis for evaluation.

### **H. Composition of the Consulting Agency**

Besides having a Team Leader, the proposed team should have one Deputy Team Leader, two Field Expert (one field expert for each CPM unit of Palghar and Mumbai). The proposed staff structure is represented in Fig. 1.



**Fig:1 Proposed Staff Structure**



**Team Leader:** This key person should have project management and policy analysis experience of not less than 15 years involving monitoring, evaluation and impact studies on issues pertaining to infrastructure projects preferably linear projects, resettlement frameworks, tribal development projects and will have a proven track record of leading multi-disciplinary team of consultants. The Project Manager should be at least Post Graduate in Social Science, MBA (Rural Management)/ natural resources. Understanding and knowledge of local language of the project areas will be an advantage. ***The engagement of the Team Leader should be 2 man-days for each month.***

**Deputy Team Leader:** Post-Graduate Degree in social science with 10-12 years working background in planning, implementation and monitoring of involuntary resettlement for infrastructure projects. Experience in institutional capacity analysis and implementation arrangement for preparation and implementation of resettlement plans, and knowledge in latest social safeguard policies of the international development financing institutions in India Ex- JICA, ADB, IFC, World Bank. ***The engagement of the Deputy Team Leader should be 2 man-days for each month.***

**Field Expert:** **Post- Graduate** Degree in social science with 8-10 years working experience in social impact assessment including census and socio-economic surveys, restoration of livelihood in compliance with social safeguard policies of the international development financing institutions and national legislations. Experience of preparing/monitoring livelihood restoration program for externally financed projects is essential.

#### **I. Reporting Arrangements**

The Consultant will submit all reports of their assignment to NHSRCL (CPM/Palghar and CPM/Mumbai) and suggest whether resettlement goals have been achieved, more importantly whether livelihoods and living standards have been restored/ enhanced and propose suitable recommendations for improvement.

#### **J. Roles and Responsibilities of Clients**



- **NHSRCL Head Office**

- Constituting SEMU for monitoring of M&E Consultant
- Ensuring independence of work
- Ensuring release of funds on certification of SEMU
- Providing technical inputs and guidance on the study to the Consultant from time to time.

- **CPM Office**

- Conducting bidding process
- Enter into agreement with the Consultant
- Monitoring of M&E Consultant
- CPM offices will be direct responsible for implementation of RAP and coordination of monitoring activities
- Act as a link between RAP implementation agency and Monitoring Consultant to help in providing information and required support.
- Providing help to get secondary data, issuing letters to sample districts/blocks/GPs to facilitate the study
- Help in coordination meetings at Field Level (State, District, Block & GP)
- Help in collection of information on the RAP implementation to the Consultant from time to time.

**K. Roles and Responsibilities of Clients/Consultant**

- Undertake the assignment and completely different tasks/outputs in accordance with agreed TOR.

**L. Autonomy**

The agency would maintain the required degree of autonomy from the Client to ensure objectivity in monitoring and evaluation studies. Further, the agency would be required to conform to the reporting standards; style, format, size and such other specifications as required by the NHSRCL and undertake revisions, value additions and such other changes as required.

**M. Period of Consultancy**

The total period of consultancy will be 12 months but on completion of term, the contract may be extended depending on the status of the project on pro-rata basis as approved by NHSRCL with financial implications. The service of the M&E agency if extended will be paid based on deliverables as described in Clause H.

Further, based on the consultant performance additional 3 years monitoring & evaluation of Income Restoration program after completion of RAP implementation, will be separately awarded if agreed by both the parties. The NHSRCL would lay down criteria for assessing the performance of the agency. Value addition made by the agency to the overall improvement in the quality of implementation and the new valuable insights provided by the agency would be considered among other factors, for extension of the contract.



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**SECTION- VI**  
**ANNEXURES / PERFORMAS**

**ANNEXURE – A**

**SUPPLEMENTARY AGREEMENT**

Not Applicable for this Contract

**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”) of the one part and \_\_\_\_\_ (name and address of the Agency) (hereinafter called “the Agency”) of the other part.

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

.....” should be executed by the Agency viz. **Contract No.** \_\_\_\_\_ (hereinafter called “the Works”, and has accepted a Bid by the Agency 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:

**I. TWO Packet Bid**

- (a) Agreement
- (b) Letter of Acceptance of Tender
- (c) Addendum(s)/ Corrigendum(s), if any.
- (d) Notice Inviting Tender
- (e) Instructions to the Bidders
- (f) Appendix to Tender
- (g) Form of Bid
- (h) Special Conditions of Contract ( SCC)
- (i) General Conditions of Contract ( GCC)
- (j) Terms of Reference ( TOR)
- (k) Other Relevant Standards/codes
- (l) Financial Bid & Bill of Quantities



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3. In consideration of the payments to be made by the Employer to the Consultant as herein after mentioned, the Consultant 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 Consultant 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 authorized signatory)

(Name, Designation and address of the authorized signatory)

Signed for and on behalf of the Agency 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



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**ANNEXURE-C**

**A PROFORMA OF BANK GUARANTEE  
(ON NON-JUDICIAL PAPER OR APPROPRIATE VALUE)**

To  
**National High Speed Rail Corporation Limited,**  
2<sup>nd</sup> Floor, Asia Bhawan,  
Road No. 205, Sector-9, Dwarka,  
New Delhi-110077

[Acting through \_\_\_\_\_ (Project Incharge) &  
Address of the Project]

WHEREAS \_\_\_\_\_ [name and address of Contractor] (hereinafter called "the Contractor") has undertaken, in pursuance of Contract No. \_\_\_\_\_ dated \_\_\_\_\_ to execute the work of ".....  
...  
....."  
." (hereinafter called "the Contract.");

AND WHEREAS it has been stipulated by you in the said Contract that the Contractor shall furnish you with a Bank Guarantee by a scheduled bank for the sum specified therein as security for compliance with his obligations in accordance with the Contract;

AND WHEREAS we have agreed to give the Contractor such a Bank Guarantee;

NOW THEREFORE we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Contractor, up to a total of \_\_\_\_\_ [amount of Guarantee], \_\_\_\_\_ [amount in words], such sum being payable in the types and proportions of currencies in which the Contract Price is payable, and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of \_\_\_\_\_ [amount of Guarantee] as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the Contractor before presenting us with the demand.



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We further agree that no change or addition to or other modification of the terms of the Contract or of the Works to be performed there under or of any of the Contract documents which may be made between you and the Contractor shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification.

This guarantee shall be valid upto \_\_\_\_\_ (a date 180 days from the date of completion of the work).

SIGNATURE AND SEAL OF THE GUARANTOR

Name of \_\_\_\_\_  
Bank: \_\_\_\_\_  
Address: \_\_\_\_\_  
Date: \_\_\_\_\_

**ANNEXURE-D**

**Not Applicable for this Contract**



**ANNEXURE-E**

**Not Applicable for this Contract**

## ANNEXURE-F

### NON - DISCLOSURE AGREEMENT

This Agreement made on this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ (the 'Effective Date')  
BETWEEN: (1) **National High Speed Rail Corporation Limited (NHSRCL)**, having its Project office - Chief Project Manager, Palghar , address - **Adinath Villa, Opposite Taashi's hotel, Vagulsar, Mahim road, Palghar (w) 401404 Tel. 02525-240 440 Email: [nhsrclpalghar@gmail.com](mailto:nhsrclpalghar@gmail.com)** and Corporate Office at 2<sup>nd</sup> Floor, Asia Bhawan, Road No. 205, Sector-9, Dwarka, New Delhi-110077.

AND

(2)

\_\_\_\_\_  
\_\_\_\_\_

(hereinafter referred to, individually, as the "Party" and collectively, as the "Parties")

#### Background:

- i) The Parties are, or will be, evaluating, discussing and negotiating a potential contractual relationship concerning the \_\_\_\_\_ (the 'Project').
- ii) The Parties may, in these evaluations, discussions and negotiations, disclose to each other information that is technically and /or commercially confidential.
- iii) The Parties have agreed that disclosure and use of such technical and/or commercial confidential information shall be made and on the terms and conditions of this Agreement.

#### Now it is agreed as follows:

#### 1.0 Definitions:

In this Agreement the following terms shall, unless the context otherwise requires, have the following meanings:



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- 1.1 **‘Disclosing Party’** means the Party disclosing Confidential Information to the other Party under this Agreement.
- 1.2 **‘Receiving Party’** means the Party receiving Confidential Information from the other Party under this Agreement.
- 1.3 **‘Confidential Information’** means any information, which shall include but is not limited to, design, fabrication & assembly drawings, know-how, processes, product specifications, raw materials, trade secrets, market opportunities, or business or financial affairs of the Parties or their customers, product samples, inventions, concepts and any other technical and/or commercial information, disclosed directly or indirectly and in any form whatsoever (including, but not limited to, disclosure made in writing, oral or in the form of samples, models, computer programs, drawings or other instruments) furnished by the Disclosing Party to the Receiving Party under this Agreement.
  - 1.3.1 Such Confidential Information shall also include but shall not be limited to:
    - 1.3.1.1 information disclosed by the Disclosing Party in writing marked as confidential at the time of disclosure;
    - 1.3.1.2 information disclosed by the Disclosing Party orally which is slated to be confidential at the time of disclosure;
    - 1.3.1.3 information disclosed in any other manner is designated in writing as Confidential Information at the time of disclosure; or
    - 1.3.1.4 notwithstanding sub-clauses 1.3.1.1, 1.3.1.2 and 1.3.1.3 of this definition, any information whose nature makes it obvious that it is confidential.
  - 1.3.2 Such Confidential Information shall not include any information which:
    - 1.3.2.1 is, at the time of disclosure, publicly known; or
    - 1.3.2.2 becomes at a later date, publicly available otherwise than a wrongful act or negligence or breach of this Agreement of or by the Receiving Party; or
    - 1.3.2.3 the Receiving Party can demonstrate by its written records was in its possession, or known to the Receiving Party, before receipt under this Agreement, and which was not previously acquired under an obligation of confidentiality; or
    - 1.3.2.4 is legitimately obtained at any time by the Receiving 3 Party from a third party without restrictions in respect of disclosure or use; or

1.3.2.5 the Receiving Party can demonstrate to the satisfaction of the Disclosing Party, has been developed independently of its obligations under this Agreement and without access to the Confidential Information.

1.4 **‘Purpose’** means the evaluations, discussions, negotiations and execution regarding a contractual relationship between the Parties in respect of the Project defined in paragraph (i) of the Background section.

1.5 **‘Affiliate’** means any legal entity which, at the time of disclosure to it on any Confidential Information, is directly or indirectly controlling, controlled by or under common control with any of the Parties.

1.6 **‘Contemplated Agreement’** means any future legally binding Agreement between the Parties in respect of the Project envisaged under this Agreement.

## **2.0 Non-Disclosure of Confidential Information:**

2.1 In consideration of the disclosure of Confidential Information by the Disclosing Party to the Receiving Party solely for the Purpose, the Receiving Party undertakes whether by itself, its successors and heirs, not to disclose Confidential Information to any third party, unless in accordance with Clause 4.

2.2 In addition to the undertaking in Clause 2.1, the Receiving Party shall be liable for:

2.2.1 any loss, theft or other inadvertent disclosure of Confidential Information, and

2.2.2 any unauthorized disclosure of Confidential Information by persons (including, but not limited to, present and former employees) or entities to whom the Receiving Party under this Agreement has the right to disclose Confidential Information, except where, the Receiving Party has used the same degree of care in safeguarding such Confidential Information as it uses for its own Confidential Information of like importance and in no event less than a reasonable degree of care; and upon becoming aware of such inadvertent or unauthorized disclosure the Receiving Party has promptly notified the Disclosing Party thereof and taken all reasonable measures to mitigate the effects of such disclosure and to prevent further disclosure.

2.3 The Receiving Party understands and agrees that:



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- 2.3.1 any information known only to a few people to whom it might be of commercial interest and not generally known to the public is not public knowledge;
- 2.3.2 a combination of two or more parts of the Confidential Information is not public knowledge merely because each part is separately available to the public.
- 2.4 The Receiving Party acknowledges the technical, commercial and strategic value of the Confidential Information to the Disclosing Party and understands that unauthorized disclosure of such Confidential Information will be injurious to the Disclosing Party.

### **3.0 Use of Confidential Information :**

The Receiving Party is entitled to use the Confidential Information but only for the Purpose.

### **4.0 Permitted Disclosure of Confidential Information:**

- 4.1 The Receiving Party may disclose in confidence Confidential Information to any of its Affiliates and employees, in which event the Affiliate and employee shall be entitled to use the Confidential Information but only to the same extent the Receiving Party is permitted to do so under this Agreement. The Receiving Party agrees that such Affiliates or employees are subject to confidentiality obligations no less restrictive than those of this Agreement.
- 4.2 The Receiving Party shall limit the dissemination of Confidential Information of its Affiliates and employees having a need to receive such information to carry out the Purpose.
- 4.3 The Receiving Party may disclose Confidential Information to its Agencies, consultants, sub-consultants, agents or similar persons and entities having a need to receive such information to carry out the Purpose on the prior written consent of the Disclosing Party. In the event that the Disclosing Party gives such consents, the Receiving Party agrees that such individuals are subject to confidentiality obligations no less restrictive than those of this Agreement.
- 4.4 Notwithstanding Clause 2.1, the Receiving Party shall not be prevented from disclosing Confidential Information, where (i) such disclosure is in response to a valid order of a court or any other governmental body having jurisdiction over this Agreement or (ii) such disclosure is otherwise required by law, provided that the Receiving Party, to the extent possible, has first given prior written notice to the Disclosing Party and made reasonable efforts to

protect the Confidential Information in connection with such disclosure.

**5.0 Copying and Return of Furnished Instruments:**

5.1 The Receiving Party shall not be entitled to copy samples, models, computer programs, drawings, documents or other instruments furnished by the Disclosing Party hereunder and containing Confidential Information, unless and to the extent it is necessary for the Purpose.

5.2 All samples, models, computer programs, drawings, documents and other instruments furnished hereunder and containing Confidential Information shall remain the Disclosing Party's property.

5.3 At any time upon request from the Disclosing Party or upon the conclusion of the Purpose or expiry of this Agreement, the Receiving Party, at its own cost, will return or procure the return, promptly and in any event within 14 days of receipt of such request, of each and every copy of Confidential Information given by the Disclosing Party, and satisfy the Disclosing Party that it no longer holds any further Confidential Information.

**6.0 Non-Disclosure of Negotiations:**

Except as provided in Clause 4, each Party agrees that it will not, without the other Party's prior written approval, disclose to any third party the fact that the Parties are discussing the Project. The Parties acknowledge that the provisions of this Agreement shall apply in respect of the content of any such discussions. The undertaking set forth in this Clause 7 shall survive the termination of this Agreement.

**7.0 Term and Termination:**

7.1 This Agreement shall become effective on the Effective Date. The provisions of this Agreement shall however apply retro actively to any Confidential Information, which may have been disclosed in connection with discussions and negotiations regarding the Project prior to the Effective Date.

7.2 This Agreement shall remain in force for five (5) years from the Effective Date, except to the extent this Agreement is superseded by stipulations of the Contemplated Agreement.

7.3 The rights and obligations of each Party with respect to all Confidential Information of the other Party that is received under this Agreement shall remain in effect for a period of five (5) years from the date of disclosure of Confidential Information.

## 8.0 **Intellectual Property Rights:**

All Confidential Information disclosed herein shall remain the sole property of the Disclosing Party and the Receiving Party shall obtain no right thereto of any kind by reason of this Agreement.

## 9.0 **Future Agreements:**

Nothing in this Agreement shall obligate either Party to enter into any further Agreements.

## 10.0 **Amendments:**

Any amendment to this Agreement shall be agreed in writing by both Parties and shall refer to this Agreement.

## 11.0 **Severance:**

If any term or provision in this Agreement is held to be either illegal or unenforceable, in whole or in part, under any enactment or rule of law, such term or provision or part shall to that extent be deemed not to form part of this Agreement, but the validity and enforceability of the remainder of this Agreement shall not be affected.

## 12.0 **Governing Law:**

This Agreement shall be governed by and construed in accordance with the laws of India and in any dispute arising out of or relating to this agreement, the Parties submit to the exclusive jurisdiction of the Courts situated at Delhi, India.

## 13.0 **General:**

13.1 Upon 45 days written notice, the Disclosing Party may audit the use of the programs, materials, data, services, and such additional disclosed resources. The Receiving Party agrees to cooperate with the Disclosing Party's audit and to provide reasonable assistance and access to information.

13.2 The Receiving Party shall disclose of any similar agreements explicit or otherwise, for similar purpose/application with in its own organization, or any other third party.

In the event of a breach or threatened breach by the Receiving Party of any provisions of this Agreement, the Disclosing Party, in addition to and not in limitation of any other rights, remedies or damages available to the Disclosing Party at law or in equity, shall be entitled to a temporary restraining order / preliminary injunction / or any such action permissible under extant laws, in order to prevent or to restrain any such breach by the Receiving Party, or by any or all persons directly or indirectly acting for, on behalf of,

or with the Receiving Party. IN WITNESS WHEREOF, this Agreement was duly executed on behalf of the Parties on the day and year first above written.

(Name, Designation and address of the authorized signatory)

(Name, Designation and address of the authorized signatory)

Signed for and on behalf of the Receiving Party in the presence of:

Signed for and on behalf of the Disclosing Party in the presence of:

Witness:

- 1.
- 2.

Witness:

- 1.
- 2.



**ANNEXURE-G**

To,  
Chief Project Manager (Civil)  
National High Speed Rail Corporation Limited  
Adinath Villa, Opposite Taashi's hotel,  
Mahim road, Palghar (w) 401404

**No Deviation Certificate**

<b>SN</b>	<b>Specification Mentioned in Tender Enquiry</b>	<b>Specification Offered by the bidder</b>	<b>Whether there is deviation from the tender specification Yes/No</b>	<b>If yes Indicate clear which are the deviation</b>

(Signature of Bidder)



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## DECLARATION

1. I AM/WE ARE NOT RELATED TO ANY ONE EMPLOYEE IN ANY CAPACITY OF THE NHSRCL.

OR

2. I/WE DRAW ATTENTION TO THAT FACT THE I/WE ARE RELATED TO THE FOLLOWING EMPLOYEES OF THE NHSRCL.

Sr.No.	Name of the Employee	Department	Degree of Relationship

SIGNATURE OF BIDDER: - \_\_\_\_\_

ADDRESS: - \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**NOTE:** - ITEMS WHICH IS NOT APPLICABLE SHOULD BE STRUCK OFF.

**Annexure 'H'**

**FORMAT FOR PAYMENT THROUGH "NEFT/RTGS" SYSTEM**

**CONSULTANT/VENDOR PAYMENT**

<b>Sr. No.</b>	<b>Name of Party</b>	<b>Detail given by consultant/ Vendor</b>
1	Work/Supply order No.	
2	Date	
3	Name of Bank	
4	Address	
5	Name of Bank Branch	
6	Address	
7	Place	
8	Account Number	
9	MICR Code	
10	IFSC Code	
11	Mobile No (for SMS)	
12	E-Mail ID	
13	PAN Number	

**Note:-**

-Please attach Xerox copy of 1<sup>st</sup> page of pass book (Containing account number, name of account holder, branch name) and Xerox of one blank cheque (for IFS code) to ensure the prompt payment.

-Form should be filling up in two copies.

Signature



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AUTHORISED SIGNATORY

**SECTION-VII**  
**GENERAL CONDITIONS OF CONTRACT**

## **GENERAL CONDITIONS OF CONTRACT**

### **1. GENERAL PROVISIONS:**

#### **1.1 Definitions**

In the contract (term defined as hereunder), the following words and expressions shall have the meanings assigned to the, unless the context requires otherwise. Words indicating persons or parties include corporations and other legal entities except where context requires otherwise.

- a. **“Applicable Law”** means all laws in force and effect as of the date hereof and which may be promulgated or brought into force and effect thereafter in India, including rules and regulations made therein, as may be in force and effect during subsistence of this agreement.
- b. **“Contract”** means the Contract Agreement, the Letter of Acceptance, the Letter of Tender, these conditions, the specifications, the drawings, the schedules and further documents (if any) which are listed in the Contract Agreement or in the Letter of Acceptance.
- c. **“Contingencies”** means provisions for items of works which may have been overlooked or which may turn out to be necessary during progress of the services and price contingencies due to increase in international and domestic costs of person-months rates and reimbursable.
- d. **“Client”** means the National High Speed Rail Corporation Limited (NHSRCL) which expression shall also include its legal successors and permitted assigns.
- e. **“Effective Date”** means the date on which this Contract comes into force and effect pursuant to clause GCC2.1
- f. **“Client/Employer’s Representative”** means any officer nominated from time to time by **National High Speed Rail Corporation Limited (NHSRCL), its legal successors and assignees** to undertake various duties and functions in connection with this contract and Project.
- g. **“Consultant”** means the person or group named in the Contract who has to perform the Services and which expression shall include his/their legal successors and permitted assigns.
- h. **“Contractor”** means the person who is executing the Project for the Client/Employer and the legal successors in title to such person.
- i. **“Foreign Currency”** means any currency other than the currency of Government of India.

- j. “**GCC**” mean the General Conditions of Contract.
- k. “**Government**” means the Government of India.
- l. “**Letter of Acceptance**” means the formal acceptance letter from the Client/Employer of the Tender.
- m. “**Local currency**” means the currency of Government of India.
- n. “**Member**”, in case the Consultant consists of a Joint Venture / Consortium of more than one entity, means any of these entities, and “**Members**” means all of these entities. “**Member in charge**” or “**Lead Member**” means the entity specified in Special Conditions of Contract (SCC) to act on their behalf in exercising all the Consultants rights and obligations towards the Client/Employer under this Contract.
- o. “**Party**” means the Client/Employer or the Consultant as the case may be and “**Parties**” means all of these entities.
- p. “**Period of Consultancy Services**” shall mean the time between the Date of Commencement and end of Period of Completion as given in SCC.
- q. “**Personnel**” means the persons hired by the Consultants or by the Sub-Consultants as employees and assigned to the performance of the Services or any part thereof; “**Foreign Personnel**” means such personnel who at time of being hired had their domicile outside the Republic of India; “**Local Personnel**” means the personnel who at time of being hired had their domicile of the Republic of India.
- r. “**Project**” means the project named in SCC.
- s. “**SCC**” means the Special Conditions of Contract by which these General Conditions of Contract (GCC) may be amended or supplemented.
- t. “**Services**” means the work to be performed by the Consultants pursuant to this Contract.
- u. “**Sub-Consultant**” means any entity to which the Consultants subcontract any part of the Services in accordance with the provisions of Clause GCC 5.9
- v. i. “**Day**” means a calendar day.  
ii. “**Month**” means a calendar month  
- i  
ii. “**Year**” means 365 days
- w. “**Terms and expressions not herein defined**” shall have the meanings assigned to them in the “Indian General Clauses Act, 1897”, or the “Indian Contract Act” or the Indian Sale of Goods Act or any other applicable Indian Law, as the case may be
- x. “**Third Party**” means any person or entity other than the Government, the Client, The Consultant or Sub-Consultant.

## 1.2 Interpretation

In the Contract except where the context requires otherwise:

- a. Words indicating one gender include all genders,
- b. Words indicating the singular also include the plural and words indicating the plural also include the singular, and
- c. "Written" or "in writing" means hand-written, type written, printed or electronically made and resulting in a permanent record.

The marginal words and other headings shall not be taken into consideration in interpretation of these conditions.

### **1.3 Relation between the Parties**

Nothing contained herein shall be construed as establishing a relation of master and servant or of principal and agent as between the Client and the Consultants. The Consultants, subject to this Contract, have complete charge of Personnel and Sub-Consultant, if any, performing the Services and shall be fully responsible for the services performed by them or on their behalf hereunder.

### **1.4 Governing Law and Priority of Documents**

#### **1.4.1 Law Governing Contract**

This contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Applicable Law.

#### **1.4.2 Jurisdiction of Courts**

This is a condition of contract that the courts at Delhi / New Delhi shall have exclusive jurisdiction to try all disputes between the parties arising out of this Contract.

#### **1.4.3 Priorities of documents**

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

- a) The Contract agreement (if completed)
- b) The Letter of Acceptance of tender.
- c) Form of Bid.
- d) Technical Bid complete with all the relevant documents as mentioned in the tender documents as per Checklist (Annexure-I).
- e) Financial Bid consisting of Letter Of Price Bid, instructions to the bidders for filling up

rates, BOQ.

- f) The Schedules and any other document forming part of Contract.

#### **1.4.4 Joint and Several Liabilities**

If the Consultant is (Under Applicable Law) a Joint Venture, Consortium or other Incorporated Group of two or more Members:

- a. These Members shall be deemed to be jointly and severally liable to the Client for the performance of the Contract.
- b. These Members shall notify the Client of their Lead Member who shall have authority to bind the Consultant and each of these persons; and
- c. The Consultant shall not alter its composition or legal status without the prior written consent of Client.

### **1.5 Communication and Language of Contract**

#### **1.5.1 Communication to be in writing**

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

- a. In case of personal delivery or registered mail, on delivery
- b. In case of telexes/email, 24 hours following confirmed transmission
- c. In case of telegrams, 24 hours following confirmed transmission, and
- d. In case of facsimiles, 24 hours following confirmed transmission.

-

-

#### **1.5.2 Language of Contract**

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

### **1.6 Location**

The services shall be performed in the state of Maharashtra under CPM/Palghar and CPM/Mumbai however, if required in other states if desired by the client / Client/Employer the services are to be provided.



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## **1.7 Authority of Member in Charge (Lead Member)**

In case Consultants consist of a Joint Venture / Consortium of more than one entity, the Members hereby authorize the entity specified to act on their behalf in exercising all the Consultants rights and obligations towards the Client under this Contract, including without limitation receiving of instructions and payments from the Client/Employer.

## **1.8 Authorized Representatives**

Any action required or permitted to be taken, and any document required or permitted to be executed under this Contract by the Client/Employer or the Consultants may be taken or executed by the officials specified in the JV agreement.

## **1.9 Taxes and Duties**

Unless otherwise specified, the Consultants, Sub-Consultants, Members and Personnel shall pay such taxes and duties, fees and other impositions as may be levied under the Applicable Law. All payments to both resident and non-resident Consultants, Sub-Consultants etc., will be subject to deduction of tax at source in accordance with the provisions of Indian Income Tax Act and any other Applicable Law.

## **2.0 Commencement, Completion and Modification of Contract**

### **2.1 Effectiveness of Contract**

The Contract shall come into force and effect on the date (the “Effective Date”) of the Client/Employers notice to the Consultants instructing the Consultants to begin carrying out the Services. This notice shall confirm that the effectiveness conditions, if any, listed have been met.

### **2.2 Termination of Contract for Failure to become Effective**

If this Contract has not become effective within 30 days after the date of contract signed by the Parties, Employer may, by not less than four (4) weeks written notice to the other Party, declare this Contract null and void, and in the event of such a declaration by either Party, neither Party shall have any claim against the other Party with respect hereto.

### **2.3 a. Commencement of Services**

The Consultants shall begin carrying out the services at the end of such time period after Effective Date as shall be specified in LOA.

### **b. Completion of Services**

The targeted date of completion and Period of Completion shall be as specified in LOA.

## **2.4 Expiration of Contract**



Unless terminated earlier pursuant to clause GCC 4.0 hereof, this contract shall expire when services have been complete and all payments have been made at the end of such time period after Effective Date as shall be specified.

## **2.5 Entire Agreement**

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

## **2.6 Modifications**

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

## **2.7 Liquidated Damages / Penalties for Delays and Deficiencies of Service**

Time is the essence of the Contract. It shall be the bounden duty of the Consultants to strictly adhere to time for performance of various services indicated in the Contract. Delays and deficiencies on part of Consultants shall attract penal provisions. In case of delays without valid reason, the Consultants shall be liable to pay liquidated damages at one-half of one percent (0.5%) per week of the Contract price subject to a maximum of ten percent (10%) of Contract price. For deficiencies in Service a fine up to a total of five (5%) of Contract value may be imposed. Besides the penalties, the Consultants may face termination of Contract and/or debarment for any future contracts.

## **2.8 Force Majeure**

### **2.8.1 Definitions**

- a. For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Party , and which makes a party's performance of its obligations hereunder impossible or so impracticable as reasonably to be considered impossible in the circumstances and includes war, riots, civil disorder, earthquakes, fire, explosions, storm, floods, revolution, large scale epidemics, nuclear accidents, other catastrophic unforeseeable circumstances, strikes, lockouts (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent) , orders of requisitions issued by Government department (herein referred to as "event").
- b. Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or such party's Sub-Consultants or agents or employees, nor (ii) any event which a diligent Party could reasonably have been expected to both (A) take into account at the time of conclusion of this Contract and (B) avoid or overcome in carrying out its obligations hereunder.
- c. Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.



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## **2.8.2 Non breach of Contract**

Neither party shall by reason of such event be entitled to terminate the Contract or have claim for damages against the other in respect of such non- performance or delay in performance.

## **2.8.3 Measures to betaken**

- a. A party affected by an event of Force Majeure shall notify the other party of such event as soon as possible and in no case later than twenty one (21) Days of occurrence thereof.
- b. The obligations under the contract shall be resumed as soon as practicable after the event has come to an end or ceased to exist.
- c. If the performance in whole or part of any obligation under the contract is prevented or delayed by reason of the event beyond a period mutually agreed to if any or Ninety days (90) days whichever is more, either party may at its option terminate the Contract.
- d. In case of doubt or dispute whether a particular occurrence should be considered an "event" as defined under this clause ,or for the duration of existence of the "event", the decision of Client/Employer shall be final and binding.

## **2.8.4 Extension of time**

Any period which a party shall, pursuant to this Contract, require to complete any action shall be extended for a period equal to the time during which such party was unable to perform such action as a result of Force Majeure.

## **2.8.5 Payments**

The consultants shall not be entitled to any extra payments towards reimbursements for additional costs incurred by them during the period for purposes of the Services and in reactivating the Services after the end of such period of "event".

## **3.0 Suspension**

The client may, by written notice of suspension to the Consultants, suspend all or part of services and payments to Consultants hereunder if the Consultants fail to perform any of the obligations under the Contract, including carrying out of the Services, provided that such notice of suspension shall a) specify the nature of failure and b) request the consultants to remedy such failure within a period not exceeding thirty (30) days.

## **4.0 Termination by the Client**

The Client may, by a written notice of termination not less than thirty (30) days to the Consultants after occurrence of any of the following events specified in paragraphs (a) through (f) of this clause GCC 4.0 , terminate the Contract.

- a) If the Consultants fail to remedy a failure in the performance of their obligations hereunder, as specified in Clause GCC 3.0 hereinabove, within thirty (30) days of receipt of such notice of suspension or within such further period as Client may have subsequently approved inwriting.
- b) If the Consultants become (or, if Consultants consist of more than one entity, if any of their Members becomes) insolvent or bankrupt or enter into any agreements with their creditors for relief of debt or take advantage of any law for benefit of debtors or go into liquidation or receivership whether compulsory or voluntary or persistently disregards laws, ordinances, rules, regulations or orders of any public authority having jurisdiction or otherwise is guilty of breach of Agreement;
- c) If the Consultants fail to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause GCC hereof;
- d) If the Consultants submit to Client a statement , which has a material effect on the rights , obligations or interests of the Client and which Consultants know to be false;
- e) If as result of force majeure, the Consultants are unable to perform a material portion of the Services for a period of not less than sixty (60) days; or
- f) If the Consultant , in the judgment of Client has engaged in corrupt or fraudulent practices in competing for or in executing the Contract
- g) If the Client in its sole discretion and for any reason whatsoever decides to terminate the contract.

For the purpose of this clause:

1. "Corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the process or in contract execution.
2. "fraudulent practice" means a misrepresentation of facts in order to influence a selection process or the execution of a contract to the detriment of the Borrower, and includes collusive practice among consultants (prior to or after submission of proposals) designed to establish prices at artificial non-competitive levels and to deprive the Borrower of the benefits of free and open competition.

#### **4.1 Cessation of Rights and obligations of the Parties**

Upon termination of this contract pursuant to Clause GCC 4.0 hereof, or expiration of Contract pursuant to Clause GCC 2.4 hereof, all rights and obligations of the Parties hereunder shall cease except:

- a. Such rights and obligations as may have accrued on the date of termination or expiration;
- b. The obligation of confidentiality set forth herein under in clause GCC 5.3 hereof;
- c. The Consultant's obligation to permit inspection , copying and auditing of their accounts and records set forth in Clause GCC 5.8 hereof; and



- d. Any right which a Party may have under the Applicable Law

#### **4.2 Cessation of Services**

Upon termination of the Contract by the Client pursuant to Clause GCC 4.0 hereof, the Consultants shall immediately on receipt of such notice take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. With respect to documents prepared by the Consultants and equipment and materials furnished by the Client, the Consultants shall proceed as provided, respectively, by Clauses GCC 5.4 and GCC 5.11 hereof.

#### **4.3 Payment upon Termination**

Upon termination of this contract pursuant to Clause GCC 4.0 hereof, the Client shall make the following payments to the Consultants (after offsetting these payments any amount that may be due from the Consultant to the Client);

- a. Remuneration pursuant to Clause GGC 8 hereof for Services satisfactorily performed prior to the effective date of termination;
- b. Reimbursable expenditures pursuant to Clause GCC 8 hereof for expenditures actually incurred prior to the effective date of termination; and
- c. Except in the case of termination pursuant to paragraphs (a) through (d) of Clause GCC 4.0(A) hereof, reimbursement of any reasonable cost incident to prompt and orderly termination of Contract including the cost of return travel of Consultant's personnel and their eligible dependents.

#### **5.0 Obligations of the Consultants**

##### **5.1 General**

##### **5.1.1 Scope of services**

The Consultants shall perform the Services relating to Project as mentioned in Tender Document.

##### **5.1.2 Standards of Performance**

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

##### **5.1.3 Law Governing Services**

The Consultants shall perform the Services in accordance with the Applicable Law and shall take all practicable steps to ensure that any Sub-Consultants as well as



the Personnel of the Consultants and the Sub-Consultants comply with the Applicable Law and respect local customs.

#### **5.1.4 Co-ordination**

Where the Services include co-ordination between the Consultants and other consultants and contractors employed on the Project, the Consultants shall provide such co-ordination and shall obtain, co-ordinate and submit to the Client/Employer's representative for his information and approval all details, drawings, quantities, specifications arising from such co-ordination with others. Such co-ordination will take place throughout the period of the Services.

## **5.2 Conflict of Interests**

### **5.2.1 Consultants not to benefit from Commissions, discounts etc.**

The remuneration of the consultants pursuant to clause GCC 8 hereof shall constitute the Consultant's sole remuneration in connection with this contract or the Services and, subject to Clause GCC 5.2.2 hereof, the Consultants shall not accept for their own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or to the Services or in the discharge of their obligations hereunder, and the Consultants shall use their best efforts to ensure that any sub-consultants, as well as the Personnel and agents of either of them, similarly shall not receive any such additional remuneration.

### **5.2.2 Consultants and Affiliates not to engage in Certain Activities**

The Consultants agree that, during the term of this Contract and after its termination, the Consultants and any entity affiliated with the Consultants, as well as any Sub-consultant and any entity affiliated with such Sub-consultant, shall be disqualified from providing goods, works or services (other than the Services under this contract and any continuation thereof) for any project resulting from or closely related to the Services under this contract.

### **5.2.3 Prohibition of Conflicting Activities**

The Consultants shall not engage, and shall cause their Personnel as well as their Sub-Consultants and their Personnel not to engage, either directly or indirectly, in any of the following activities:

- a) during the term of this Contract, any business or professional activities in the Government's country which would conflict with the activities assigned to them under this Contract; and
- b) after the termination of this Contract, such other activities as may be specified.



The Consultants and their Personnel as well their Sub-Consultants and their Personnel shall have no interest in nor receive remuneration in connection with the Project except as provided for in the Contract.

### **5.3 Confidentiality**

The Consultants, their Sub-consultants and the Personnel of either of them shall not, either during the term or after the expiration of this Contract, disclose any proprietary or confidential information relating to the Project, the Services, this Contract or the Client's business or operations without the prior written consent of the Client.

### **5.4 Documents to be property of Client and Intellectual Property Rights**

All plans, drawings, specifications, designs, reports, other documents and software prepared by the Consultants and their Sub-Consultants for the Client for performance of the Services under this Contract shall become and remain the property of the Client, with the full copyright vested in the Client and the Consultants shall, not later than upon termination or expiration of this Contract, deliver all such documents to the Client, together with a detailed inventory thereof. The Consultants may retain a copy of such documents and software. Restrictions about the future use of these documents and software, if any, shall be specified in the SCC.

### **5.5 Liability of Consultants**

Subject to additional provisions, if any, set forth in the SCC, the Consultants' liability under this Contract shall be as provided by the Applicable Law.

### **5.6 Publications**

Any publication of material relating to Services (other than proprietary and confidential information as covered under Clause GCC 5.3 & 5.4 hereof) shall be subject written approval of Client.

### **5.7 Indemnity and Insurance**

The Consultants (a) shall take out and maintain, and shall cause any Sub-Consultants to take out and maintain, at their (or the Sub-Consultants, as the case may be) own cost but on terms and conditions approved by the Client/Employer, insurance against the risks, and for the coverage, as specified in the hereunder, and (b) at the Client's request, shall provide evidence to the Client, showing that such insurance has been taken out and maintained and that the current premiums have been paid.

- (a) The Consultant shall indemnify, protect and defend at Consultant's own expense the Client, its agents and employees from and against any and all actions, claims, losses or damages arising out of Consultant's failure to exercise the skill and care required under Clause GCC 5.1.2 hereof, provided, however;

- (b) In addition to any liability Consultant may have under the above Consultant shall, at its own cost and expense, upon request of Client, re- perform the services in the event of Consultant's failure to exercise the skill and care required under Clause GCC 5.1.2 hereof.

## **5.8 Accounting, Inspecting and Auditing**

The Consultants (i) shall keep accurate and systematic accounts and records in respect of the Services, hereunder, in accordance with internationally accepted accounting principles and in such form and detail as will clearly identify all relevant time charges and cost, and the bases thereof (including such bases as may be specifically referred by Client); (ii) shall permit the Client or its designated representative periodically, and up to two (2) years from the expiration or termination of this Contract, to inspect the same and make copies thereof as well as to have them audited by auditors appointed by the Client; and (iii) shall permit the client to inspect the Consultant's accounts and records relating to the performance of the Consultant and to have them audited by auditors appointed by the client.

## **5.9 Consultant's Actions requiring Prior Approval of Client**

### **5.10 Reporting Obligations of Consultants**

The Consultants shall submit to the Client the reports and documents specified in tender document, in the form, in the numbers and within the time periods set forth.

### **5.11 Client's equipment and materials**

Equipment and materials made either available to the Consultants by the Client, or purchased by the Consultants with funds provided by the Client, shall be the property of the Client and shall be marked accordingly. Upon termination or expiration of this Contract, the Consultants shall make available to the Client an inventory of such equipment and materials and shall dispose of- such equipment and materials in accordance with the Client's instructions. While in possession of such equipment and materials, the Consultants, unless otherwise instructed by the Client in writing, shall insure them at the expense of the Client in an amount equal to their full replacement value. All such material and equipment shall be maintained by the consultants with proper care and diligence save normal wear and tear.

### **5.12 Performance Guarantee**

5.12.1 The Performance Guarantee shall be as per terms & conditions of Client i.e.NHSRCL.

5.12.2 The Client reserves the right to forfeit the Performance Guarantee amount, in the event of termination of contract in accordance with Clauses GCC 4.0 A (a) to (e) and(f).

5.12.3 In the event of any defect coming to notice of Client during the period from actual date of completion of Services and the period of validity of the Performance Guarantee as per this Contract, and in the eventualityof Consultants failing to rectify





the same, the Client will forfeit the amount of Performance Guarantee.

- 5.12.4 On acceptance of tender the successful bidder shall have to submit performance guarantee amounting to **5 %** of the contract value in any one of the form of irrevocable Bank Guarantee or FDR from Nationalized or scheduled bank (except Cooperative Bank) in favor of National High Speed Rail Corporation Limited. The Performance Guarantee shall be submitted within 28 (Twenty Eight) days from the date of issue of Letter of Acceptance (LOA).
- 5.12.5 This Guarantee shall be initially valid up to the stipulated date of completion plus 180 days beyond that. In case, the time limit for completion of work gets extended, the contractor shall give the validity of Performance Guarantee extended to cover such extended time for completion of work plus 180 days.
- 5.12.6 The Performance Guarantee (PG) shall be released after the physical completion of the work based on the 'Completion Certificate' issued by the competent authority stating that the contractor has completed the work in all respects satisfactorily. The security deposit, however, shall be released only after 60 days of satisfactory completion of work and after passing the final bill based on 'No Claim Certificate'. In addition to Performance Guarantee, the **Security deposit/ retention Money** will be 5% of the accepted value of contract. Security deposit may be deposited by the contractor at one time or may be deducted from running bill/Interim Payment Certificates @ 10% of the bill amount subject to maximum amount of 5% of the contract value.
- 5.12.7 Wherever the contract is rescinded, the security deposit shall be forfeited and the Performance Guarantee shall be encashed and the balance work shall be got done independently without risk and cost of the failed contractor, the failed contractor shall be debarred from participating in the tender for executing the balance work. If the failed contractor is a JV or a partnership firm, then every member/partner of such a firm shall be debarred from participating in the tender for the balance work either in his/her individual capacity or as a partner of any other JV/partnership firm.
- 5.12.8 The Engineer shall not make a claim under the Performance Guarantee except for amounts to which the NHSRCL is entitled under the contract (not withstanding and/or without prejudice to any other provisions in the contract agreement) in the event of:
- (i) Failure by the contractor to extend the validity of the Performance Guarantee as described herein above, in which event the Client may claim the full amount of the Performance Guarantee.
  - (ii) Failure by the contractor to pay NHSRCL any amount due, either as agreed by the contractor or determined under any of the Clauses/Conditions of the agreement, within 30 days of the service of the notice to this effect by Engineer.



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The contractor being determined or rescinded under provision of the GCC the Performance Guarantee shall be forfeited in full and shall be absolutely at the disposal of the NHSRCL.

### **5.13 Deleted**

## **6.0 Consultant's Personnel and Sub-Consultants**

### **6.1 General**

The Consultants shall employ and provide such qualified and experienced Personnel and Sub-consultants as are required to carry out the Services.

**6.2** Description of Personnel- The titles, agreed job descriptions, minimum qualification and estimated periods of engagement in the carrying out of the Services of each of the Consultants' Key Personnel to be approved by the client.

### **6.3 Client's Approval of Personnel**

The Key Personnel and Sub-consultants listed by title as well as by name shall be approved by the Client.

### **6.4 Change of Personnel**

- a)** Except as the Client may otherwise agree, no changes shall be made in the Key Personnel. If, for any reason beyond the reasonable control of the Consultants (e.g. death, physical disability or other exceptional circumstances), it becomes necessary to replace any of the Personnel, the Consultants shall forthwith provide as a replacement a person of equivalent or better qualifications.
- b)** If the Client (i) finds that any of the Personnel has committed serious misconduct or has been charged with having committed a criminal action, or (ii) has reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Consultants shall, at the Client's written request specifying the grounds therefore, forthwith provide as a replacement a person with qualifications and experience acceptable to the Client.

## **7.0 Client's Obligations**

### **7.1 Assistance and Exemptions**

Unless otherwise specified, the Client shall use its best efforts to ensure that the Government shall:

- (a)** provide the Consultants, Sub-consultants and Personnel with work permits and such other documents as shall be necessary to enable the Consultants, Sub-consultants or Personnel to perform the Services;
- (b)** assist for the Personnel and, if appropriate, their eligible dependents to be provided promptly with all necessary entry and exit visas, residence permits, exchange permits and any other documents required for their stay in Government's country;

- (c) Facilitate prompt clearance through customs of any property required for the Services and of the personal effects of the Personnel and their eligible dependents;
- (d) Issue to officials, agents and representatives of the Government all such Instructions as may be necessary or appropriate for the prompt and effective implementation of the Services;
- (e) Assist the Consultants and the Personnel and any Sub-consultants employed by the Consultants for the Services from any requirement to register or obtain any permit to practice their profession or to establish them either individually or as a corporate entity according to the Applicable Law;
- (f) grant to the Consultants, any Sub-consultant and the Personnel of either of them the privilege, pursuant to the Applicable Law, of bringing into Government's country reasonable amounts of foreign currency for the purposes of the Services or for the personal use of the Personnel and their dependents and of withdrawing any such amounts as may be earned therein by the Personnel in the execution of the Services:and
- (g) Provide to the Consultants, Sub-consultants and Personnel any such other assistance as may be required from time to time as per approval of NHSRCL.

## **7.2 Access to Land**

The Client shall facilitate Consultant's, unimpeded access to all land in the Government's country in respect of which access is bonafide required for the performance of the Services. The Consultant will, however, be responsible for any damage to such land or any property thereon resulting from such access caused by the default or negligence of the Consultants or any Sub-consultant or the Personnel of either of them and shall indemnify the Client against such liabilities.

## **7.3 Changes in the Applicable Law**

If, after the date of this Contract, there is any change in the Applicable Law with respect to taxes and duties which increases or decreases the cost or reimbursable expenses incurred by the Consultants in performing the Services, then the remuneration and reimbursable expenses otherwise payable to the Consultants under this Contract shall be increased or decreased accordingly by agreement between the Parties hereto, and corresponding adjustments shall be made to the ceiling amounts specified in GCC.

## **7.4 Payment**

In consideration of Services successfully and satisfactorily performed by the Consultants under this Contract, the Client shall make to the Consultants such payments and in manner as is provide by Clause GCC 8 of this Contract.

## **7.5 Decisions of Client**



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On all matters properly referred to it in writing by the Consultant, the Client shall give a decision in writing within a reasonable time.

## 8.0 Payments to the Consultants

Payment will be made as per the quantities executed and rates (adjusted/normalized) in the BOQ if any.

### 8.1 Advance Payments, Bank Guarantee, Mode of Billing and Payment

Billing and payments in respect of the Services shall be made as follows:

- (a) The Client may extend to the Consultants an interest free advance payment upto 2.5% of the contract value, against Bank Guarantee.
- (b) The advance payment will be set off by the Client in equal installments against the invoices for the first 12 months of the Services commencing in the first month until the advance payment has been fully set off.
- (c) The number of months above needed to fully set off the advance payment shall be subject to change at the request of the consultant based upon the Project progress.
- (d) Client shall cause the payment of the Consultants periodically. Bill amount will be paid in 14 days of submission of on account bill. Only such portion of a monthly statement that is not satisfactorily supported may be withheld from payment. Should any discrepancy be found to exist between actual payment and costs authorized to be incurred by the Consultants, Client may add or subtract the difference from any subsequent payments.
- (e) The final payment (**excluding the Performance Guarantee**) under this Clause shall be made only after the final report and a final statement, identified as such, shall have been submitted by the Consultants and approved as satisfactory by the Client. The Services shall be deemed completed and finally accepted by the Client and the final report and final statement shall be deemed approved by the Client as satisfactory sixty (60) calendar days after receipt of the final report and final statement by the Client unless the Client, within such sixty (60)-day period, gives written notice to the Consultants specifying in detail deficiencies in the Services, the final report or final statement. The Consultants shall thereupon promptly make any necessary corrections, and upon completion of such corrections, the foregoing process shall be repeated. Any amount which the Client has paid or caused to be paid in accordance with this Clause in excess of the amounts actually payable in accordance with the provisions of this Contract shall be reimbursed by the Consultants to the Client within thirty, (30) days after receipt by the Consultants of notice thereof. Any such claim by the Client for reimbursement must be made within twelve (12) calendar months after receipt by the Client of a final report and a final statement approved by the Client in accordance with the above.



- (f) All payments under this Contract shall be made to the account of the Consultants specified in the SCC.

## **9.0 Fairness and Good Faith**

### **9.1 Good Faith**

The Parties undertake to act in good faith with respect to each other's rights under this Contract and to adopt all reasonable measures to ensure the realization of the objectives of this Contract.

### **9.2 Operation of the Contract**

The Parties recognize that it is impractical in this Contract to provide for every contingency which may arise during the life of the Contract, and the Parties hereby agree that it is their intention that this Contract shall operate fairly as between them, and without detriment to the interest of either of them, and that, if during the term of this Contract either Party believes that this Contract is operating unfairly, the Parties will use their best efforts to agree on such action as may be necessary to remove the cause or causes of such unfairness, but no failure to agree on any action pursuant to this Clause shall give rise to a dispute subject to arbitration in accordance with Clause GCC 10 hereof.

## **10.0 Settlement of Disputes**

### **10.1 Amicable Settlement**

The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or the interpretation thereof.

### **10.2 Dispute Settlement**

Any dispute between the Parties as to matters arising pursuant to this contract which cannot be settled amicably within thirty (30) days after receipt by one Party of the other Party's request for such amicable settlement may be submitted by either party for settlement through Arbitration.

#### **10.2.1 Demand of Arbitration**

The demand for arbitration shall specify the matters, which are in question, or subject of the dispute/s or differences/s as also amount of claim item wise. Only such dispute/s or difference/s in respect of which demand has been made by the party/parties shall be referred to Arbitration. And other matters shall not be included in reference.

#### **10.2.2 Nomination of Arbitrators/Sole Arbitrator**

Matters to be arbitrated upon shall be referred to a sole Arbitrator if the total value of the claim is up to Rs 5 million and to a panel of three Arbitrators if total value of



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claims is more than Rs 5 million. The Client/Employer shall provide a panel of three arbitrators which may also include NHSRCL officers for claims up to Rs 5 million and a panel of five Arbitrators which may also include NHSRCL officers for claims of more than Rs 5 million. The Client/Employer at the time of offering the panel of Arbitrator(s) to be appointed as Arbitrator shall also supply the information with regard to the qualifications of the said Arbitrator nominated in the panel along with their professional experience, phone nos. and addresses to the contractor. The Contractor shall have to choose the sole Arbitrator from the panel of three and/or one Arbitrator from the panel of five in case three Arbitrators are to be appointed. The Client/Employer shall also choose one Arbitrator from this panel of five and the two so chosen will choose the third arbitrator (the Presiding Arbitrator) from the panel only. The Arbitrator(s) shall be appointed within a period of 30 days from the date of receipt of written notice/demand of appointment of Arbitrator from either party. Neither party shall be limited in the proceedings before such arbitrator(s) to the evidence nor did arguments put before the Engineer for the purpose of obtaining his decision.

No decision given by the Client in accordance with the foregoing provisions shall disqualify him from being called as a witness and giving evidence before the arbitrator(s) on any matter, whatsoever, relevant to dispute or difference referred to arbitrator/s. The arbitration proceedings shall be held in **New Delhi only**. The language of proceedings of documents and communication shall be English.

This is a condition of contract agreement /Arbitration that Arbitrators so nominated shall be professional Expert/s. In case of 3 Arbitrators, one of the arbitrators shall be an accounts officer.

This is also a condition of contract that in case above procedure for nomination of arbitrator/s cannot be adopted due to whatsoever reason may be, then it will be deemed that no arbitration clause exist in contract agreement and normal law of land shall prevail to settle the disputes.

### **10.2.3 No Suspension of Work.**

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

### **10.2.4 Award to be binding on All Parties.**

The award of the sole arbitrator or a bench of three arbitrators shall be binding on all parties.

### **10.2.5 Rules Governing the Arbitration Proceedings.**



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The arbitration proceedings shall be governed by Indian Arbitration and Conciliation Act 1996, as amended from time to time including provisions in force at the time the reference is made.

#### **10.2.6 Substitute Arbitrators:**

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

#### **10.2.7 Interest on Awarded Amount**

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

#### **10.2.8 Fee to Arbitrators**

The cost of arbitration shall be borne by the respective parties. The cost shall inter-alia include the fees of the Arbitrator(s) as per the rates fixed by the NHSRCL from time to time.

### **11. Secrecy/Non-Disclosure**

**11.1** Non-Disclosure Agreement is attached herewith as Annexure F and is required to be strictly followed. If agree to the "Non-Disclosure Agreement" bidder may submit the Bid.

**11.2** The consultant needs to maintain the highest degree of confidentiality and keep as confidential the records, documents and other confidential information relating to the business of NHSRCL, which may be confined/ known to the consultant by any means and the consultant shall use such records, documents and information only in a duly authorized manner in the interest of NHSRCL. For the purpose of this clause, the 'Confidential information' means information about the company's business and that of its customers which is otherwise not available to the general public and which may be learnt by him in due course of work/contract. This includes, but not limited to, the information relating to NHSRCL, its products, processes including ideas, concepts, projections, technology, manuals, drawings, design, specifications and all papers records and other documents containing such information.

**SECTION-VIII**  
**SPECIAL CONDITIONS OF CONTRACT**



### SPECIAL CONDITIONS OF THE CONTRACT (SCC)

S N	GCC Clau se No.	AMENDED/SUPPLEMENTED AS
1)	1.1(p.)	“Period of Consultancy Services” shall mean the time between the Date of Commencement and end of Period of Completion as per contract conditions.
2)	1.1(r.)	“Project” means the project named in Appendix to Tender.
3)	1.4.3	<p><b>Priority of Contract Documents.</b></p> <p>All tender documents forming the contract between NHSRCL and the Consultant 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.</p> <ol style="list-style-type: none"> <li>a) The Contract agreement (if completed)</li> <li>b) The Letter of Acceptance</li> <li>c) Bill of Quantities (BOQ)</li> <li>d) The Addenda and Corrigenda;</li> <li>e) Form of Bid</li> <li>f) Terms of Reference(TOR)</li> <li>g) Special Conditions of Contract(SCC)</li> <li>h) General Conditions of Contract(GCC)</li> </ol> <p>The Schedules and any other document forming part of Contract.</p>
3)	1.5.1	<ol style="list-style-type: none"> <li>1. For Client: <p style="text-align: center;"><b>National High Speed Rail Corporation Limited</b>  <b>Asia Bhawan, Second Floor, Road No. 205,</b>  <b>Sector 9, Dwarka, New Delhi – 110077</b></p> <p>Attn.: <b>GM ( Contract)</b></p> <p>Tel: 011-28070001  Fax: 011-28070250</p> </li> <li>2. For Consultant :</li> </ol>



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		<p>Specifications, Standards, etc.</p> <p>8. Certifying Sub-standard work.</p> <p>9. Not exercising required scrutiny.</p>
10 )	5.4	<p><b>Documents to be property of Client and Intellectual Property Rights</b></p> <p>Add in the last line as:</p> <p>The Consultants may retain a copy of such documents and software but these documents / Softwares cannot be transferred to any other party or published anywhere without prior written approval of NHSRCL.</p>
11 )	5.5	<p><b>Liability of Consultants</b></p> <p>Consultants shall carry out the works assigned to them by NHSRCL from time to time.</p>
	5.7	<p>The risks and coverage shall be as follows:</p> <ul style="list-style-type: none"> <li>a) Third Party motor vehicle liability insurance as required under Motor Vehicles Act, 1998 in respect of motor vehicles operated in India by the Consultants or any sub-consultants or their Personnel.</li> <li>b) Third Party liability insurance with a minimum coverage equal to 20% of the contract value for the period of Consultancy.</li> <li>c) Client/Employer's liability and workers' compensation insurance in respect of the Personnel of the Consultants and of Sub-Consultants in accordance with relevant provisions of Applicable Law, as well as, with respect to such Personnel, any such life, health, personal accident, travel, household or other insurance as may be appropriate; and</li> <li>d) <b>Professional Liability Insurance with a minimum coverage equal to total contract value</b> for this Contract, shall be valid from the date of commencement of Works, until 3 years after the date of issue of Performance Certificate. and</li> <li>e) Insurance against loss of or damage to (i) equipment purchased in whole or in part with funds provided under this contract, (ii) any documents prepared by the Consultants in performance of the Services</li> </ul>

12 )	5.12.4	On acceptance of tender the successful bidder shall have to submit <b>performance guarantee</b> amounting to <b>5 % of the contract value</b> in the form of irrevocable Bank Guarantee from Nationalized or scheduled bank in favor of National High Speed Rail Corporation Limited. The Performance Guarantee shall be submitted within 28 (Twenty Eight) days from the date of issue of Letter of Acceptance (LOA) as per the format of PBG has been given as Annexure C. Security deposit/ retention money will be maximum 5% of the Contract value and may be deposited by the contractor at one time or may be recovered from the running bill @ 10% of the bill amount subject to maximum amount of 5% of the contract value.
	5.12.6	The Performance Guarantee (PG) shall be released only after 90 days of satisfactory completion of work and after passing the final bill based on 'No Claim Certificate'.  The security deposit, however, shall be released only after 60 days of satisfactory completion of work and after passing the final bill based on 'No Claim Certificate'.
14 )	8.1	<b>Advance Payments, Bank Guarantee, Mode of Billing and Payment</b> Billing and payments in respect of the Services shall be made as follows:
		(a) No advance shall be paid under this Contract. (b) Deleted. (c) Deleted. (d) NHSRCL shall cause the payment of the Consultants as per BOQ and payment schedule. Bill amount will be paid in 14 days of submission of on account bill. Only such portion of a monthly statement that is not satisfactorily supported may be withheld from payment. Should any discrepancy be found to exist between actual payment and costs authorized to be incurred by the Consultants, NHSRCL may add or subtract the difference from any subsequent payments. (e) The final payment (excluding the Performance Guarantee) under this Clause shall be made only after the final report and a final statement, identified as such, shall have been submitted by the Consultants and approved as satisfactory by NHSRCL. The Services shall be deemed completed and finally accepted by NHSRCL and the final report and

		<p>final statement shall be deemed approved by NHSRCL as satisfactory sixty (60) calendar days after receipt of the final report and final statement by NHSRCL unless NHSRCL, within such sixty (60)-day period, gives written notice to the Consultants specifying in detail deficiencies in the Services, the final report or final statement. The Consultants shall there upon promptly make any necessary corrections, and upon completion of such corrections, the foregoing process shall be repeated. Any amount which NHSRCL has paid or caused to be paid in accordance with this Clause in excess of the amounts actually payable in accordance with the provisions of this Contract shall be reimbursed by the Consultants to NHSRCL within thirty, (30) days after receipt by the Consultants of notice thereof.</p> <p>(f) All payments under this Contract shall be made to the account of the Consultants as per Bank details provided in Check List Annexure I.</p> <p>-</p>
15 )	10.2	<p><b>Dispute Settlement</b></p> <p>(g) The contractor shall not be entitled to make any claim whatsoever against the NHSRCL under or by virtue of or arising out of this contract, nor shall the NHSRCL entertain or consider any such claim if made by the contractor, after he shall sign a "NO CLAIM CERTIFICATE" in favour of the NHSRCL, in such a form as shall be required by the NHSRCL, after the works are finally measured up. The contractor shall be debarred from disputing the correctness of the items covered by "NO Claim Certificate" or demanding a reference to Arbitration in respect thereof.</p>

**SECTION-IX**  
**FINANCIAL BID**  
**(BILL OF QUANTITY)**

**(To Be submitted in Separate Envelope)**

**INSTRUCTIONS TO THE BIDDERS FOR FILLING UP RATES FOR  
SUBMISSION OF FINANCIAL BID**

- 1) All prices should be in Indian Rupee.
- 2) In case of discrepancy between unit price and total, the unit price shall prevail. In case of discrepancy between sub totals and the total, the subtotal shall prevail.
- 3) The bidder must quote Financial Bid by quoting.....% above/Below/at par of the Schedule Cost as per enclosed BOQ.
- 4) Any correction, overwriting etc. should be countersigned.
- 5) Abnormally High or Abnormally low rates shall be summarily rejected.

### BILL OF QUANTITIES (BOQ)

**NAME OF WORK:** PROVIDING CONSULTANCY SERVICES FOR MONITORING AND EVALUATION OF SOCIAL SAFEGUARD (RAP & IPP IMPLEMENTATION) IN THE STATE OF MAHARASHTRA FOR MUMBAI AHMADABAD HIGH SPEED RAIL PROJECT UNDER JURISDICTION OF CPM/MUMBAI & CPM/PALGHAR.

SI. No	Schedule of Items	Unit	Quantity	Rate(Rs.)	Amount(Rs.)
<b>I</b>	<b>REMUNERATION</b>				
(1)	<b>Human Resources</b>				
(a)	<b>Team Leader (Sr. Social Safeguard Specialist) 2 days in each month</b>	Per Person Per month	0.80	3,00,000/-	2,40,000/-
(b).	<b>Dy. Team Leader (Social Safeguard Specialist) 2 days in each month</b>	Per Person Per month	0.80	2,50,000/-	2,00,000/-
(c).	<b>Field Expert-2 (one for each CPM office x 12 months)</b>	Per Person Per month	24	60,000/-	14,40,000/-
<b>II</b>	<b>REIMBURSABLE EXPENSES</b>				
(2)	<b>Survey of Project Affected Household (PAH)</b>	<i>Household</i>	1118	500/-	5,59,000/-
(3)	<b>Reports is to be submitted in HO and at each CPM Office</b>	<i>Number</i>	18	20,000/-	3,60,000/-
<b>Deliverable</b>	One Colour copy at Head office and soft copy to CPM office of following reports are to be submitted: Monthly Report-12 Quarterly Report - 4 Mid term Report-1, Completion Report-1				
<b>III</b>	<b>Transportation</b>				
(4)	Local Transportation / Misc. Expense for Field Assistance	<b>Months</b>	24	50,000/-	12,00,000/-
(5)	<b>Total Cost of Schedule</b>				39,99,000/-
(6)	<b>Add GST @ 18 %</b>				7,19,820/-
(7)	<b>Total Cost of Schedule (including GST)</b>				<b>47,18,820/-</b>
(8)	..... (in figure) % below/above / at par of above Schedule Cost  ..... (in words) Percentage below/above / at par of above Schedule Cost				
(9)	<b>Total Cost of work</b>				



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**Note:**

- The bidder shall quote rates as per the above schedule.
- Above quantities are tentative in nature and may change as per NHSRCL's requirement.
- The Bidder's quoted rates shall include all taxes, costs towards power, fuels, tools and plants, tackle, equipment, materials, transport, cess, royalty, Octroi of materials, manpower, all taxes except GST. Levies, contingencies, overheads, profits and all incidental items not specifically mentioned but reasonably implied and necessary according to the Contract. NHSRCL will not entertain any claim what so ever in this respect. This should be included in the rates quoted by consultant.
- Office space (at a place decided jointly with NHSRCL. Minimum area 100 sq. m; adequately furnished for conducting meeting; hearing, keeping records etc.) provided by NHSRCL free of cost.

**Payment:**

- Invoices shall be raised on Quarterly basis on acceptance of the Quarterly Report submitted.
- Payment shall be payable within 14 days from the date of receipt of correct Invoice.
- Payment for the item shall be made, which are passed and accepted by the Engineer in Charge of NHSRCL.
- Statutory deductions at source, if any, shall be made from the payments.
- GST shall be reimbursed on production of necessary documents/vouchers. Consultant will be free to avail any Input Tax Credit (ITC) under GST.

Signature of Consultant

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Name of Authorized person

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Date & Seal of Company

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CPM/Palghar