

National High Speed Rail Corporation Limited  
(NHRCL)

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



**Construction of Boundary wall near Army Rack in  
Pratapnagar, Vadodara in connection with Mumbai  
Ahmedabad High Speed Rail Project**

Tender No.: NHRCL/Vadodara/Boundary/2019-20/23

**TENDER DOCUMENT**

(Top Sheet, Notice Inviting Tender, Form of Bid, GCC, TOR, Special Condition,  
Annexures, BOQ, Offer Sheet)

2019-20

(one packet system)

**National High Speed Rail Corporation Limited**  
3<sup>rd</sup> Floor, Productivity House, Productivity Road,  
Alkapuri, Vadodara – 390007.

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**Dy. Chief Project Manager-Civil**  
उप मुख्य परियोजना प्रबंधक-सिविल  
National High Speed Rail Corporation Ltd.  
राष्ट्रीय उच्च गति रेल निगम लिमिटेड  
वडोदरा / Vadodara

*21/09/19*

The tender document comprises of various parts and contains as under.

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**Dy. Chief Project Manager-Civil**

उप मुख्य परियोजना प्रबंधक-सिविल  
National High Speed Rail Corporation Ltd.  
राष्ट्रीय उच्च गति रेल निगम लिमिटेड  
वडोदरा / Vadodara

**Part-1**

**Tender Notice**

Name of work	Tender No. NHSRCL/ Vadodara /Boundary/2019-20/23 "Construction of boundary wall near Army Rack in Pratapnagar, Vadodara in connection with Mumbai Ahmedabad High Speed Rail Project"
Estimated cost	Rs. 31,44,330.00
Earnest Money Deposit (EMD)	Rs. 62,890.00
Tender Fees	Rs. 3540.00 (Including 18 % GST)
Completion period	06 Months
Validity of offer	90 Days
Type of Tender	Open Tender
Bid Submission	One Packet system
Tender closing date	14.10.2019 @ 1500 hrs
Tender opening date	14.10.2019 @ 1530 hrs
Place of Pre-bid meeting, tender submission & opening of Tender	Office of Chief Project Manager, National High-Speed Rail Corporation Ltd, 3 <sup>rd</sup> floor, Productivity House, Productivity Road, Alkapuri, Vadodara-390007

1. National High Speed Rail Corporation Limited invites tender for "Construction of boundary wall near Army Rack in Pratapnagar, Vadodara in connection with Mumbai Ahmedabad High Speed Rail Project". The detailed information, terms and conditions for the tender are available on request from Office of Chief Project Manager, National High-Speed Rail Corporation Ltd, 3<sup>rd</sup> floor, Productivity House, Productivity Road, Alkapuri, Vadodara-390007.
2. Sealed tender offers as per the one packet system should reach office of Chief Project Manager, National High Speed Rail Corporation Ltd, 3<sup>rd</sup> floor, Productivity House, Productivity Road, Alkapuri, Vadodara-390007 latest by tender closing date and time mentioned in the above table and will be opened on the same day at 3.30 PM (15:30 hrs). The sealed envelopes containing tender offers may be dropped in the Tender Box at above mentioned address by the due date and time. No tender will be accepted under any circumstances beyond the stipulated date and time which may be noted. NHSRCL would not be responsible for any delay/ loss/ mis-delivery of tender documents.



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वडोदरा / Vadodara

Signature of Tenderer

3. Bids must be accompanied with Tender fees and Earnest money deposit mentioned in the above table.
4. Interested eligible Bidders may obtain further information from office of:  
Chief Project Manager,  
National High Speed Rail Corporation Ltd (NHSRCL),  
3rd floor, Productivity House,  
Productivity Road,  
Alkapuri, Vadodara-390007  
Tel: +91-7838437982  
Mail: mgrcontract1.brc@nhsrcl.in
5. A complete set of Bidding Documents, both in hard copy and soft copy (scanned copy) on CD may be purchased by the interested Bidders on the submission of a written application to the address above and upon payment of a non-refundable fee mentioned in the above table in the form of DD from any Nationalised bank in favour of "National High Speed Rail Corporation Limited" payable at New Delhi.
6. The Bidding documents shall be available at the office of NHSRCL at the address as mentioned vide Para 4 above, during 11.00 hrs to 17.00 hrs on all working days from 23.09.2019 to 12.00 hrs on 14.10.2019.
7. Tender documents can be downloaded from "[www.nhsrcl.in](http://www.nhsrcl.in)" from 23/09/2019.
8. A copy of Instructions to Bidders is attached with the bid documents.
9. The competent authority NHSRCL reserves the right to cancel the tender at any time or amend/ withdraw any of the terms and conditions contained in the Tender Document, without assigning any reason, thereof.
10. NHSRCL reserves the rights to reject any or all of the tenders without assigning any reason thereof, and is not liable to accept the lowest tender or any of the tenders.
11. RIGHTS OF NHSRCL TO DEAL WITH TENDERS:- The authority for the acceptance of the Tender will rest with the NHSRCL. It shall not be obligatory on the said authority to accept the lowest tender or any other tender and no tenderers shall demand neither any explanations for the cause of rejection of his/ their tender nor the NHSRCL to assign reasons for declining to consider or reject any particular tender or tenders.

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12. If the Tenderer(s) deliberately gives/ give wrong information in his/their Tender or creates/create circumstances for the acceptance of his/their Tender, the NHRCL reserves the right to reject such Tender at any stage.
13. Tenderer(s) may please also note that if any change/addition/deletion with mala-fide intention is made by the bidder and the same is detected at any stage even after award of the tender, all necessary action including banning of business may be taken against the bidder.
14. The validity of the tender offer should be 90 days from the date of the opening.
15. Tenderer may note that the end of the document is marked as "END OF DOCUMENT". The total document is to be downloaded for submission of the offer otherwise the document will be treated as incomplete and therefore invalid.
16. The NHRCL before the due date & time of closure of issue of tender documents on its own or in response to any clarification requested or suggested by any person including that of the tenderer may modified the tender document at its sole discretion. **It will be the responsibility of the tenderers** who had downloaded the documents from the website to submit offer in the updated copy of the tender documents and NHRCL way may not consider the offers downloaded from website if offer is not submitted in updated tender documents.
17. Eligibility Criteria: No Technical and Financial credentials are required for tenders having value up to Rs 50 lakh.

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**Dy. Chief Project Manager-Civil**

उप मुख्य परियोजना प्रबंधक-सिविल  
National High Speed Rail Corporation Ltd.  
राष्ट्रीय उच्च गति रेल निगम लिमिटेड  
वडोदरा / Vadodara

**TENDER FORM**

**First sheet**

**Name of work:** - Construction of boundary wall near Army Rack in Pratapnagar, Vadodara in connection with Mumbai Ahmedabad High Speed Rail Project.

To,  
**The Chief Project Manager,**  
**NATIONAL HIGH-SPEED RAIL CORPORATION LIMITED,**  
**Alkapuri, Vadodara – 390007.**

1. I/We \_\_\_\_\_, have read the various conditions to the Tender attached hereto and hereby agree to abide by the said conditions. I/We also to keep this tender **open for acceptance for a period of 90 days** from the date fixed for opening the same and in default there of I/We will be liable for forfeiture of my/our earnest money deposit. I/We offer to do the work for Chief Project Manager, National High-Speed Rail Corporation Limited (NHSRCL), Vadodara at the rates quoted in the attached Schedule and hereby bind myself/ourselves to complete the work in all respect within **06 Months** from the date of issue of letter of acceptance of the Tender.
2. I/We also hereby agree to abide by the General Conditions of Contract July14 edition corrected up to latest correction slip and to carry out the work according to Unified Standard Schedule of Rates 2011 (Works & Materials) for Western Railway & Unified Standard Specifications (Works & Materials) Vol. I & II of 2010 with latest amendments and Special Conditions of Contract and Specification of materials and work laid down by the NHSRCL in the annexed special conditions/specifications, corrected up to latest correction slip up to date for the present contract
3. Bid must be accompanied by an Earnest Money Deposit of **Rs. 62,890.00 (Rupees Sixty Two Thousand Eight Hundred and Ninety Only.)** by a crossed Demand Draft/ Fixed Deposit Receipt drawn by State Bank of India or any nationalized bank or Scheduled Bank of India in favour of NATIONAL HIGH-SPEED RAIL CORPORATION LIMITED, payable at New Delhi. Please note that no interest is payable on EMD so long retained in NHSRCL and Fixed Deposit Receipt should be from Scheduled Bank endorsed in the favour of the client/Employer i.e. NATIONAL HIGH-SPEED RAIL CORPORATION LIMITED, payable at New Delhi. **Bid received without Earnest Money shall be summarily rejected.**



The full value of the Earnest Money shall stand forfeited without prejudice to any other right or remedies in case my/our tender accepted and if.

- (A) I/We do not execute the contract documents within Seven days after receipt of notice issued by the NHSRCL that such documents are ready and
- (B) I/We do not commence the work within Ten days after receipt of orders to that effect.
4. Until a formal agreement is prepared and executed, acceptance of this Tender shall constitute a binding Contract between us subject to modifications as may be mutually agreed to between us and indicated in the letter of acceptance of my/our offer for this work.
5. If, I/We do not execute the contract agreement, the NHSRCL may determine such Tenders has abandoned the contract, and there upon my/our Tender and acceptance thereof shall be treated as cancelled and the NHSRCL be entitled to forfeit full amount of Earnest Money Deposit and to recover the liquidated damages for such default.

**Signature of Witness: -**

1).....

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2) .....

**Signature of Tenderer(s)**

**Date: -**

**Tenderer's Address:-**

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National High Speed Rail Corporation Ltd,  
3<sup>rd</sup> floor, Productivity House,  
Productivity Road, Alkapuri,  
Vadodara-390007



**TENDER FORM**  
**Second Sheet**

**1. Instructions to Tenderers and Condition of Tender.**

The following documents form part of Tender/ Contract: -

- 1.1. Tender form – First sheet and second sheet.
- 1.2. Special Conditions/ Specification (enclosed).
- 1.3. Technical Specification (enclosed)
- 1.4. Schedule of approximate quantities (enclosed).
- 1.5. Western Railway General Conditions of Contract (G.C.C.) July 14 edition corrected up to latest Correction slip. Copy of General Conditions of Contract can be obtained from the office of The Chief Engineer, Western Railway on prescribed payment.
- 1.6. Unified Standard Schedule of Rates 2011 (Works & Materials) for Western Railway & Unified Standard Specifications (Works & Materials) Vol. I & II of 2010 with latest amendments. Copy can be obtained on prescribed payment, from the office of the Chief Engineer, Western Railway Churchgate- Mumbai 400020.
- 1.7. Track Manual & Indian Railway P. Way Manual with latest amendments.
- 1.8. All General and detailed drawings pertaining to this work will be issued by the Engineer or representative (from time to time) with all changes and modifications

**2. Drawing for the Work.**

Drawing for the work can be seen in the office of the Chief Project Manager, National High Speed Rail Corporation Limited (NHSRCL), Vadodara at any time during the office hours. These drawings are only for the guidance of contractors. Detailed working drawings (if required), based generally on the drawings mentioned above, will be given by the Engineer or his representative from time to time.

3. The Tenderer(s) shall quote his /their rates as a percentage above or below the schedule of Rates of the NHSRCL as applicable to this Division except where he/they are required to quote item rates and must tender for all the items shown in the schedule of approximate quantities attached. The quantities shown in the attached schedule are given as a guide and are approximate only and are subject to variation according to the needs of the NHSRCL. The NHSRCL does not guarantee work under each item of the schedule.

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4. Tenders containing erasures and/ or alternations of the tender documents are liable to be rejected. Any correction made by the Tenderer(s) in his/their entries must be attested by him /them.

**5. Inspection of Site before Tendering etc.**

The Tenderer (s) shall inspect the proposed site of work and acquaint/themselves with the conditions, working hours, layout of land trees and shrub that he/they will have no cut, type of start likely to be met within the borrow pits, stacking space for materials, approach road, pathways available, etc. and all relevant items connected with the execution of work. No claim shall be entertained for the contractor(s) making his/their own arrangements for approaches/approach road from outside NHSRCL land and contractor(s) will bear entire expenses such as road taxes, payment for right of way etc. to outsiders and for construction of approaches/approach roads etc.

6. The works are required to be completed within the period stipulated in the tender document, from the date of issue of acceptance letter.

**7. Tender Fees**

7.1. The tender documents to be downloaded from the official website of National High-Speed Rail Corporation Limited [www.nhsrcl.in](http://www.nhsrcl.in) for submitting the tender. The Tender fees (non-refundable & non-transferable) will have to be submitted in form of a demand draft (Separate demand draft other than that of Earnest Money) in favour of National High-Speed Rail Corporation Limited payable at New Delhi to be enclosed with the tender documents along with required DD / FDR towards Earnest Money Deposit of National High-Speed Rail Corporation Limited, New Delhi.

7.2. In case, the offer is not accompanied with the valid tender fees, the tender will be summarily rejected.

7.3. You may please note that the documents being allowed to be downloaded with further condition that he/they agree to abide by the conditions laid down hereinafter in tender documents, before submitting his/their tender

**8. Earnest Money Deposit (EMD) and Security Deposit (SD)**

**8.1. Earnest Money Deposit**

8.1.1. Bid must be accompanied by an Earnest Money Deposit of amount mentioned in the tender notice by a crossed Demand Draft/Fixed Deposit Receipt drawn by State Bank of India or any nationalized bank or Scheduled Bank of India in favour of NATIONAL HIGH-SPEED RAIL CORPORATION LIMITED, payable at New Delhi. Please note that no interest is payable on EMD so long retained in NHSRCL and Fixed

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Deposit Receipt should be from Scheduled Bank endorsed in the favour of the client/Employer i.e. NATIONAL HIGH-SPEED RAIL CORPORATION LIMITED, payable at New Delhi.

- 8.1.2. **Bid received without Earnest Money shall be summarily rejected.**
- 8.1.3. The Tenderer shall hold the offer open for the **period of 90 days** from the date fixed for opening the same. It is understood that the Tender documents have been sold/issued to the Tenderer and the Tenderer is being permitted to tender in consideration of the stipulation on his part that after submitting his/their tender, subject to the period being extended further if required by mutual agreement from time to time, he will not resile from his offer or modify the terms and conditions thereof in manner not acceptable to the NHSRCL should the Tenderer fails to observe or comply with the foregoing stipulation, the aforesaid amount shall be liable to be forfeited to the NHSRCL.
- 8.1.4. The Earnest Money of the unsuccessful tenderer(s) will, save as here-in-before provided, be returned to the unsuccessful tender(s) within a reasonable time but the NHSRCL shall not be responsible for any loss or depreciation that may happen to the security for the due performance of the stipulation to keep the offer open for the period specified in the tender documents or to the Earnest Money while in their possession nor be liable to pay interest thereon.
- 8.1.5. The Earnest Money deposited by the successful Tenderer(s) will be retained towards the security deposit for the due and faithful fulfilment of the contract but shall be forfeited if the contractor fail/contractors fail to execute Agreement Bond within seven days after receipt of notice issued by the NHSRCL that such documents are ready or to commence the work within Fifteen days after receipt of orders to that effect.
- 8.1.6. **Releasing of EMD**  
Following procedure shall be applicable for releasing of EMD.
- 8.1.6.1. In case of single packet system of tendering, the Earnest Money submitted by all the tenderers except L1, may be released after the acceptance of the offer of L1.
- 8.1.6.2. In case negotiations are proposed to be held, the Earnest Money submitted by all the tenderers other than the tenderers with whom negotiation has been proposed, may be released after the acceptance of the recommendations of the tender committee by the accepting authority for negotiating.
- 8.1.6.3. If the tender is not finalized within the original validity period, the EMD of the tenderers who do not agree to extend the validity of their offers may be released. This may, however, be done only after the receipt of refusal from the tenderers for any further extension, in writing.



## 8.2. Security Deposit (SD):

- 8.2.1. The Earnest Money deposited by the Contractor with his tender will be retained by the NHSRCL as part of security for the due and faithful fulfilment of the contract by the contractor. The balance to make up the security deposit, the rates for which are given below, may be deposited by the contractor in cash or may be recovered by percentage deduction from the contractor's "on account" bills. Provided also that in case of defaulting contractor the NHSRCL may retain any amount due for payment to the contractor on the pending "on account bills" so that the amounts so retained may not exceed 10% of the total value of the contract.
- 8.2.2. Unless otherwise specified in the special conditions, if any the Security Deposit/rate of recovery/mode of recovery shall be as under: -
- 8.2.2.1. Security Deposit for each work should be 5% of the contract value.
- 8.2.2.2. The rate of recovery should be at the rate of 10% of the gross bill amount (including GST) till the full security deposit is recovered.
- 8.2.2.3. Security Deposits will be recovered only from the running bills of the contract and no other mode of collecting SD such as SD in the form of instruments like BG, FD etc. shall be accepted towards Security Deposit.
- 8.2.3. Security Deposit shall be returned to the contractor after the completion of maintenance period of the work as certified by the competent Authority. The Competent Authority shall normally be the authority who is competent to sign the contract. The certificate, inter alia, should mentioned that the work has been completed in all respects and that all the contractual obligations have been fulfilled by the contractors and that there is no due from the contractor to NHSRCL against the contract concerned. Before releasing the SD, an unconditional and unequivocal no claim certificate from the contractor concerned should be obtained.
- 8.2.4. No interest will be payable upon the Earnest Money and Security Deposit or amounts payable to the Contractor under the contract, but Government Securities deposited in terms of sub Clause (1) of this clause will be payable with interest accrued thereon.
- 8.2.5. Note
- 8.2.5.1. After the work is physically completed, Security Deposit received from the running bills of a contractor can be refunded to him if he so desire, in lieu of FDR/ irrevocable Bank Guarantee for equivalent amount to be submitted by him.



8.2.5.2. In case of contracts of value Rs.50 Crore and above, irrevocable Bank Guarantee can also be accepted as a mode of obtaining Security Deposit.

8.2.5.3. No interest will be payable upon the Earnest Money and Security Deposit or amounts payable to the Contractor under the contract, but Government Securities deposited in terms of sub Clause 8.2.1 of this clause will be payable with interest accrued thereon.

### 9. Rights of NHSRCL to deal with tenders

The authority for the acceptance of the Tender will rest with the NHSRCL it shall not be obligatory on the said authority to accept the lowest tender or any other tender and no tenderers shall demand neither any explanations for the cause of rejection of his/their tender nor the NHSRCL to assign reasons for declining to consider or reject any particular tender or tenders.

10. If the Tenderer(s) deliberately gives/ give wrong information in his/their Tender or creates/create circumstances for the acceptance of his/their Tender, the acceptance of his/the NHSRCL reserves the right to reject such Tender at any stage.

11. If the Tenderer(s) expires after the submission of his/their Tender or after the acceptance of his/their tender, the NHSRCL shall deem such Tender as cancelled. If a partner of a firm expires after the submission of their Tender or after acceptance of their Tender, the NHSRCL shall deem such Tender as cancelled, unless the firm retains its character.

### 12. Tenderer's Credentials:

Tenderer(s) who has/ have carried out any work so far on this NHSRCL and who is/are required to submit in duplicate particulars regarding his/their financial position commensurate with amount of contracting supported by a Bank reference and credentials certificates duly attested by a Gazetted Officer and testimonials regarding experience for the type of job which this tender is invited with list of works giving cost thereof, carried out in the part along with the tender.

### 13. Execution of contract documents

The successful Tenderer(s) shall be required to execute an agreement with NHSRCL for carrying out the work according to 'General Conditions of Contract', Special Conditions/Specifications annexed to the tender and the documents as mentioned in Tender form (First Sheet & second sheet)

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**14. Partnership deeds, Power of Attorney etc.**

The Tenderer shall clearly specify whether the tender is submitted on his own behalf or on behalf of partnership concern, if the tender is submitted on behalf of partnership concern, he should submit partnership deed along with the Tender and authorization to sign the tender document on behalf of partnership concern. The NHRCL will not be bound by any power of Attorney granted by the Tenderer or by changes in the composition of the firm made subsequent of the execution of the contract. It may however recognize such power of attorney and charges after obtaining legal advice the cost of which will be chargeable to the contractor.

15. The Tenderer whether a sole proprietor or a limited company or a partnership firm if they want to act through agent or individual partner/partners should submit the Tender or at a later stage a power of attorney duly stamped and authenticated by a Notary public or by Magistrate in favour of the specific person whether he/they be partners of the firm or any other person specifically authorizing him/them to submit the Tender, sign the agreements, receive money, witness measurements, sign measurement books, compromise, settle, relinquish any claim or claims preferred by the firm and sign 'No Claim Certificate' and refer all or any disputes to arbitration.

**16. Performance Guarantee (Performa attached)**

As per the board's letter Revised Clause 16(4) to Indian Railways General Conditions of Contract (Ref.: Item-I to Railway Boards Letter No. 2007/CE. I/CT/18 Pt. XII, dated 31.12.2010)

**"Clause 16(4). Performance Guarantee"**

The procedure for obtaining Performance Guarantee is outlined below:

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

**16.2.** The successful bidder shall submit the Performance Guarantee (PG) in any of the following forms, amounting to 5% of the contract value:

- 16.2.1. A deposit of Cash;
- 16.2.2. Irrevocable Bank Guarantee;
- 16.2.3. Government Securities including State Loan Bonds at 5 % below the market value;
- 16.2.4. Deposit Receipts, Pay Orders, Demand Drafts and Guarantee Bonds. These forms of Performance Guarantee could be either of the State Bank of India or of any of the Nationalized Banks;
- 16.2.5. Guarantee Bonds executed or Deposits Receipts tendered by all Scheduled Banks;
- 16.2.6. A Deposit in the Post Office Saving Bank;
- 16.2.7. A Deposit in the National Savings Certificates;
- 16.2.8. Twelve years National Defence Certificates;
- 16.2.9. Ten years Defence Deposits;
- 16.2.10. National Defence Bonds and
- 16.2.11. Unit Trust Certificates at 5% below market value or at the face value whichever is less.
- 16.2.12. NOTE: The instruments as listed above will also be acceptable for Guarantees in case of Mobilization Advance.

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

**16.4.** The value of PG to be submitted by the contractor will not change for variation upto 25% (either increase or decrease). In case during the course of execution, value of the contract increases by more than 25% of the original contract value, additional Performance Guarantee amounting to 5% (Five percent) for the excess value over the original contract value shall be deposited by the contractor. On the other hand, if the value of the contract decreases by more than 25% of the original contract value, Performance Guarantee amounting to 5% (Five percent) of the decreases in the contract value shall be returned to the contractor. The PG amount in excess of required PG for decreased contract value, available with NHSRCL, shall be

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returned to contractor as per their request duly safeguarding the interest of NHSRCL.

**16.5. The procedure to release “Excess PG available with NHSRCL with respect to required PG for decreased contract value” will be as under:**

16.5.1. Contractor shall submit his request to release current PG, along with submission of a revised PG of requisite amount as notified / communicated by NHSRCL, in any of the forms as per clause 16 (4) except in cases where earlier PG has been submitted either in case or Demand draft.

16.5.2. NHSRCL shall duly verify and confirm the genuinity of revised PG as per concurrent guidelines.

16.5.3. After conformation regarding genuinity of revised PG of requisite value, earlier PG can be released.

16.5.4. In cases where current PG is either in Cash or Demand draft, the “Excess PG available with NHSRCL with respect to required PG for decreased contract value” shall be released duly considering the request of contractor.

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

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

**16.8.** The engineer shall not make a claim under the Performance Guarantee except for amounts to which the President of India is entitled under the contract (not withstanding and/or without prejudice to any other provisions in the contract agreement) in the event of:

16.8.1. Failure by the contractor to extend the validity of the Performance Guarantee as described herein above, in which event the Engineer may claim the full amount of the Performance Guarantee.

16.8.2. Failure by the contractor to pay to 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 notice to this effect by Engineer



**Dy. Chief Project Manager-Civil**

उप मुख्य परियोजना प्रबंधक-सिविल  
National High Speed Rail Corporation Ltd.  
राष्ट्रीय उच्च गति रेल निगम लिमिटेड  
वडोदरा / Vadodara

16.8.3. The Contract 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 President of India.

**17. Documents testifying financial status.**

In support of financial status, the tenderers should submit attested certificate from employer/ Client, audited balance sheet duly certified by Chartered Accountant etc.

**18. Tender documents to are not transferable**

**19. The tender will be governed with General Conditions of Contract July 2014 edition corrected up to latest correction slip.**

Signature of Tenderer(s)

Dated :.....

National High-Speed Rail Corporation Ltd,  
3<sup>rd</sup> floor, Productivity House,  
Productivity Road, Alkapuri,  
Vadodara-390007





**Part-3 (Section -1)**

**Scope of Work**

**1. Brief Scope of Works**

- a. Civil works to be undertaken in this contract consist of construction of boundary wall as per RDSO/NHRCL drawing using Pre-casted member in accordance with BOQ, MOR guidelines and drawings etc.
- b. The work also includes any other nonscheduled work wherever required if necessary, to do for the execution of BOQ items as directed by Engineer in Charge, the detailed design drawings for the same is to be supplied by NHRCL.
- c. The work also includes excavation and tamping of excavated earth and profile correction of foundation trench before the foundation work as per approved plan or as directed by the Engineer.
- d. The work shall be carried out in accordance with relevant Indian Standard codes and MOR specifications & standards.
- e. Scope of work includes cost of all machineries, manpower, equipment and other necessary arrangement required for construction of all permanent and temporary works as per BOQ, General and Technical Specifications, drawings and or as directed by Engineer.
- f. The scope of work shall inter alia include the following:
  - i. Location where the work will be carried out is near by the running railway line, the contractor shall follow necessary safety procedure. The cost of safety items and methodology to be followed etc. are included in the quoted rates of respective items & nothing extra shall be paid separately for the same.
  - ii. Site Clearance, dismantling of obstructions etc., before commencement of works, are required to be executed by the contractor as directed by Engineer. The contractor may visit the site at their own cost prior to tender to access the construction feasibility, relevant aspects and risk involved.
  - iii. True and proper demarcation, layout of work, provision of all instruments and appliances in connection with above mentioned work shall be undertaken by the contractor before the start of work as directed by representative of NHRCL.
  - iv. Day to day cleaning of worksite throughout the execution period shall be undertaken.
  - v. All aspects of quality assurance, including testing of various components of the work, as specified or as directed.
  - vi. Clearing site after construction and handing over of all the works, as specified and directed as per MOR standard



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National High Speed Rail Corporation Ltd.  
राष्ट्रीय उच्च गति रेल निगम लिमिटेड  
वडोदरा / Vadodara

- vii. Period of completion is Six months from date of issue of "Letter of Acceptance/Notice to Proceed" whichever comes later as the case may be.
- viii. Defect Liability period is 12 months from issuing of work completion certificate or handing over to MOR, whichever is earlier.
- ix. Survey work such as demarcation of work, levelling at site and setting out of work at site is included in the overall scope of work. The coordinates of the critical points for horizontal and vertical alignment of wall shall be intimated to the contractor who shall make his own arrangements to transfer these coordinates to the ground with the help of total station and get it checked by the Engineer. Nothing extra shall be paid for the same.
- x. Any other item of work as may be required to be carried out for completing the job in all respects in accordance with the provisions of the contract and /or to ensure the structural stability and safety of the work during and after construction.
- xi. Construction of boundary wall includes proper levelling and alignment of wall as per railway land boundary.

## 2. Components of Work

The work content in the said contract consists of the following components

- a. **Preliminary Work:** This includes surveying, levelling, excavation on the site prior to start of actual foundation work
- b. **Construction Work**
  - i. **Foundation work:** The excavated pit is compacted and levelled before the start of foundation work. The base of the foundation shall be done by the PCC as per the approved drawing. The Foundation work as per the approved drawing shall be done above the PCC.
  - ii. **Column casting:** The Column is the Precast member. The Precast member shall be prepared in advance as per the approved plan and shall be fixed to the foundation concrete base as directed by engineer.
  - iii. **Erection of planks:** The plank is the precast member. The planks of standard size and dimension shall be pre-casted in advance as per the approved drawing and shall be fixed and aligned to the tolerances as directed by the engineer.

## 3. Material

- a. **Quality:** All materials used in the works shall be of the best quality of their respective kinds as specified herein, obtained from sources and suppliers approved by the Engineer and shall comply strictly with the tests prescribed in the Technical Specifications/Codes of Practice.
- b. **Sampling and Testing:**



- i. In addition to test certificates, samples of all materials proposed to be employed in permanent works shall be submitted to the Engineer when called for. In such cases, materials will not be brought to the site without prior approval of the Engineer.
- ii. Samples provided to the Engineer are to be labeled in boxes suitable for storage. Materials or workmanship, not corresponding in character and quality with approved samples, will be rejected by the Engineer.
- iii. Samples required for approval and testing must be supplied at least 45 days in advance to allow for testing & approval. Delay to the works arising from the late submission of samples will not be acceptable as a reason for delay in completion of the works.
- iv. The contractor will bear all expenses for sampling and testing, whether at the manufacturer's premises at source, at site or at any testing laboratory or institution as directed by the Engineer. In case of field tests, 10% of the samples shall be tested in approved outside laboratory as directed by the engineer. No payment shall be made on this account.

**c. Rejection:**

- i. Any materials that have been found not to conform to the specifications will be rejected forthwith and shall be removed from the site by the contractor at his own cost.
- ii. Any work not as per satisfaction of the Engineer or his representative will be rejected and the same shall be rectified or removed and replaced with work of required standard of workmanship at no extra cost.

**d. Workmanship:** The contractor shall intimate the engineer before the start of any critical activity. All works shall be true to level, plumb and square and the corner, edges and arises in all cases shall be unbroken and neat and shall be as per provisions in the relevant Technical Specifications/Standard Codes of Practices. Contractor shall also submit Quality Assurance Programme and Methods Statements within 30 days of acceptance of tender for approval of the Engineer. The approved Quality Assurance Plan and Method Statements will form the basis for quality control and checklist for strict adherence during the work.

**4. Interface Works:** In addition, the Contractor shall be required to carry out all the works as per interfacing requirements of Western Railway & other utilities owning agencies as directed by engineer.

**5. Interface with other Structures & Utilities:** The construction will have to be planned in such a manner that they do not obstruct or interfere with the existing roads/railways and other utilities. Where work is required to be carried out at locations adjacent to such roads/railways, utilities, structures, monuments etc.

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suitable safety and protection arrangements will have to be ensured for which nothing extra will be payable. It should be ensured that no damage is caused to any such element and Engineer/ Employer shall be indemnified against such damage at nothing extra will be payable on this account.

- 6. Reference to the Standard Codes of Practice:** All Standards, Technical Specifications and Codes of practice referred to shall be of latest editions including all applicable official amendments and revisions. The Contractor shall make available at site all relevant Indian Standard Codes of practice, MOR Specification and CPWD specifications as applicable. Wherever Indian Standards do not cover some aspects of design/ construction; relevant British German Standards will be referred to. The Contractor shall make available at site such standard codes of practice.

In case of discrepancy among Standard codes of practice and provisions in sub clauses in this NIT, the order of precedence will be as below:

- Provision in NIT
- MOR specifications
- CPWD Specifications
- Standard Codes of Practice.

- 7. Associated Works:** Works to be performed shall also include all general works preparatory to the construction and works of any kind necessary for the due and satisfactory construction, completion and maintenance of the works to the intent and meaning of the drawings adopted and technical specifications, to best Engineering standards and orders that may be issued by the Engineer from time to time, compliance by the agency with all Conditions of Contract, supply of all materials, apparatus, plants, equipment, tools, fuel, water, strutting, timbering, transport, offices, stores, workshop, staff, labour and the provision of proper and sufficient protective works, diversion, temporary fencing, lighting and watching required for the safety of the public and protection of works on adjoining land; first-aid equipment, sanitary accommodation for the staff and workmen, effecting and maintenance of all insurances, the payment of all wages, salaries, fees, royalties, duties or the other charges arising out of the erection of works and the regular clearance of rubbish, clearing up, leaving the site perfect and tidy on completion.
- 8. Inspection:** NHSRCL may appoint an independent agency to ensure the quality checking of all works under scope of work. The railway officials may visit the site to ensure the quality of work and any compliance or unsatisfactory work found shall be corrected as per standard without extra associated cost. The Contractor shall ensure the complete co-operation with the agency to perform their work satisfactorily. In addition, NHSRCL also reserves right to undertake quality check and inspection directly by itself.

9. **Time Schedule:** The agency shall submit with the tender "Time Schedule" for completion of various portions of works. This schedule is to be within the overall completion period of 06 months.

**10. Alignment of Boundary Wall**

- a. The alignment shall be as shown in the drawings supplied by NHSRCL.
- b. The Contractor is permitted to propose minor deviations in alignment on interface with Railway /NHSRCL official to suit the construction proposal as per site feasibility.

**11. Durability and Maintenance**

- a. The work shall be done such that, if maintained reasonably and in accordance with the Contractor's statement of maintainability contained in the Contract, they shall endure in a serviceable condition throughout their minimum lives.
- b. The boundary wall shall be constructed to minimize the cost of maintenance whilst not compromising the performance characteristics.

12. **Operational Requirements:** During construction the contractor shall be responsible for providing and maintaining adequate flood protection to ensure protection of the works and the equipment's.

13. **SHE and Environmental Consideration:** All provisions and conditions contained in the conditions of contract on Safety, Health & Environment manual shall be strictly complied with.

14. **Traffic Management:** The Contractor shall carry out the Works to minimize disruption to railway and road traffic. The Contractor shall prepare his traffic management plan if necessary, based on his proposed construction methodology in co-ordination with Railway/NHSRCL/Traffic officials. He shall comply strictly with the approved plan during construction of his works.

15. **Miscellaneous:** The Contractor shall note that the Owing agency and MOR officials will inspect the Works from time to time for the purpose of determining the running condition of work as per standards/requirements and durability of work. Compliance of their Instructions regarding rectifying any defects and making good any deficiencies is in the scope of this contract.

16. **Standards:** MOR/CPWD specifications will be followed. Preparation and submission of Method statement based on standard practices/specification will be the responsibility of the contractor. ITPs and various tests with the required frequency shall also be carried out by the contractor in the presence of Engineer's representative.

17. **Design Modifications** The drawing attached with the tender document is tentative and modifications may be done before the execution of work and if any modification required, after amendment the revised drawing will be communicated to the contractor and shall be strictly followed by the contractor on the site.

**18. Dimensions:**



- a. The dimensions will be in metric SI systems.
- b. As regards errors, omissions and discrepancies in Specifications and Drawings, relevant clause of Special Conditions of Contract will apply.
- c. The levels, measurements and other information concerning the existing site as shown on the conceptual / layout drawings are believed to be correct, but the Contractor should verify them for himself and also examine the nature of the ground as no claim or allowance whatsoever will be entertained on account of any errors or omissions in the levels or strata turning out different from what is shown on the drawings.

**Part-3 (Section -2)**

**Special Conditions /Specifications of Contract-I**

- 1.The special and the work schedule shall gone the works to be executed under this contract in addition to and/or in part suspension of the General Conditions of Contract and Standard specifications and laid in the Western Railway Works Books part III as amended by correction slip up to date.
- 2.The Tenderer/Tenderers shall quote his/their rates on %age above or below provided schedule of rates in metric units of Western Railway's as applicable to Vadodara Division and must tender for all the items shown in the attached schedule.
- 3.It shall not be obligatory on the said authority to accept the lowest tender and no tender/tenderers shall demand any explanation for cause of rejection of his/their tender.
- 4.The tender shall keep the offer open for a period of 90 days from the date of opening of the tenders within which period being extended, further if required by mutual agreement from time to time. Any contravention of this condition will make the tender liable for forfeit of his Earnest Money Deposit in the Performances of the foregoing stipulation.
- 5.Tenders are invited on the basis of metric of units of rates given in the schedule of rates of NHRCL.
- 6.Tenders not accompanied with proper Earnest Money Deposit in the recognize manner will be summarily rejected.
- 7.The Earnest Money Deposit shall be submitted by the bidder as per the conditions laid down at clause 8 of Tender form, Second Sheet.
- 8.The NHRCL Administration reserves the right to accept the tender in whole or part or may reject the same.
- 9.The tenderer is requested to sign all the pages of the tender documents.
- 10.When there is any conflict between these special conditions of Contract on one hand standard specifications and General Conditions of Contract of Western Railway on the other hand, the former shall prevail.

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11. Any special condition stated by the tenderer(s) in covering letter submitted along with the tender shall be deemed as part of contract to such extent only as have explicitly been accepted by the NHRCL.

**12. Partnership Deeds, Power of Attorney etc**

In terms of clause 13 of part I 'Regulation of Tender and Contract' of the G.C.C. The NHRCL will not bound by power of attorney granted by the tenderer or by the changes in the composition of the firm made subsequent to the execution of the contract. It may however, recognize such power of attorney and changes after obtaining proper legal advise the cost of which will be chargeable to the contractor. These charges have been fixed at Rs.100/- payable by the Tenderer at the time of submitting the power of attorney for security and legal advice.

If the power of attorney is not accepted, otherwise when for legal defect, the charges will be refunded if the power of attorney is refunded on account of legal defect for correction, separate charges of Rs.50.00 security of corrected power of attorney will be payable by the tenderer while resubmitting power of attorney.

The same charges will be recoverable for security of all documents. No power of attorney in favour of an individual person will be accepted if it is irrevocable except when it is in favour of bank.

13. That the tender whether the sole proprietor or a limited company/individual partner/partners should submit, along with the tender, the power of attorney duly stamped and authority by not public or by Magistrate in favour of specific person/persons whether he/they be partner/partners of the firm or another persons.

14. In case where the power of attorney/partnership deed has not been executed in English, the true and authenticated copies of the translation of the same by advocate authorized translators of courts and licensed petition writers should be supplied by the Contractor(s) while tendering for the work.

15. None of the Engineers should be related to the tenderer/tenderers. If the tenderer/tenderers fail to give the above declaration his/their tender will be ignored. In case it is subsequently discovered that the declaration as aforesaid in anyway in incorrect, or the information furnished therein found wrong Administration, reserves the right to take the action in accordance with clause 61 of the General Condition of the Contract will be taken. (Copy of Declaration form is attached).

**16. Use of NHRCL Land:** - Use of NHRCL land required by the Contractor(s) for constructing temporary offices, quarters, hutments, etc. for the staff and for storing materials, will be permitted to him/them free by NHRCL, if available. The location of





these offices, hutments, stores etc. will be subject to approval of Engineer or his representative. The land will be restored to NHRCL by the Contractor(s) in the same conditions as when taken over in vacant condition as desired by the Engineer, after completion of the work or at any earlier day as specified by Engineer. The failure to do so will make the contractor(s) liable to pay the cost incurred by the NHRCL for getting possession of land.

**17. Use of Private Land:** -The Contractor will have to make his/their own arrangement for use of private land outside NHRCL limit for due fulfilment of contract or borrow pits, approaches, etc. directly with the landowners or local authority and to pay such rents if any as payable as may be mutually agreed upon between them.

**18. Returns:** -The tenderer shall furnish to the Executive Engineer every week during progress of the work a classified return of the number of the people employed on the work during the week preceding the period. The contractor shall also furnish to the Executive Engineer a report of any accident, which may have occurred within 24 hours of its occurrence.

**19. REPRESENTATION OF WORKS:** - The contractor should nominate his representative on the works who will leave authorized to receive and acknowledge materials issued by the NHRCL and take all orders issued by inspecting officer of the NHRCL.

**20. ERRORS, OMISSION AND DISCREPANCIES:** -The tender shall not take advantage of any misinterpretation of the condition due to typing or any other error and if any doubt shall bring it to the Engineer without delay in case of any contradiction, only the printed rules and books should be followed and no claim for the misinterpretation shall be entertained.

**21. DEDUCTION FOR INCOME TAX:** - The NHRCL will deduct Income Tax as per the statutory provisions on each bill while making payment to the contractors. The settlement of Income Tax should be made with the Income Tax authorities.

**22. TRESSPASS:** - The Contractor shall at times be fully responsible for any damage of trespass committed by his agents or workmen in carrying out the work, even if such trespass is authorized by engineer.

**23. INFLAMMABLE ARTICLES:** -Inflammable materials, such as petrol, oil etc. shall be stored separately from the other materials and do precautions as required under the Indian Explosive Act, or any other Act shall be taken by the contractor(s) to prevent any fires etc.



**24.FIGURES, DIMENSIONS ETC:** - Figures, dimensions and drawings shall supersede measurements by scale and drawing to larger scale shall take precedence over those to similar scale, special dimensions or direction in the specification shall supersede all else.

**25.PLEA OF CUSTOM:** - The plea of custom prevailing will not on any account be permitted as an excuse for an infringement of any of the conditions of the contract or specifications.

**26.ARRANGEMENT FOR PERMITS/ LICENSE:** - Arrangement for permits and license for materials will not be made by the NHRCL or any assistance given. The contractor will have to make his own arrangement. Also, no important license shall be arranged by the NHRCL for this work.

**27.TAXES AND ROYALTIES:** - All rates quoted in the tender shall be deemed to be inclusive of all taxes, royalties payable by the contractor(s) to the Government or the public body or local authority and no additional amount will be paid or claim entertained on this account by the NHRCL.

**28.NOTICE TO PUBIC BODIES:** - The contractor(s) shall give to the Municipality, Police and the other authorities all notices that may be required by law and obtain all requisite license of temporary obstructions, enclosures and pay all fees taxes/and charges which may be leviable on account of his operations in executing the contract, he should make good any damage to adjoining premises whether public or private and supply and maintain lights etc. required at sight.

**29.WORKING HOURS:** - Work may be carried out round the clock if so desired by the contractor. The contractor(s) shall however be held responsible to ensure that none of the statutory laws are infringed.

**30.SETTING OUT:** - The contractor(s) shall set out the works and shall be responsible for the true and perfect setting out of the same and for the correctness of the positions, levels appear during the progress of the work, the contractor at his own expenses should rectify such error if so requires to the satisfaction of the Engineer.

**31.CARE OF STAFF:** - No quarters will be provided by the NHRCL for the accommodations of the contractor or any of the staff employed on the work. The contractor may be allowed to erect any labour camps for housing the labour at or near the site of work on the available NHRCL Land subject to payment of cess and water charges. The contractor shall at his own cost may call necessary and adequate arrangements for the importation, feeding and preservation at the hygiene of his staff.

The contractor shall permit inspection, at all times of all sanitary arrangements made by him, by the Engineer or his assistance or medical staff of the NHRCL. If the contractor

fails to make adequate medical, sanitary arrangements the same will be provided by the NHRCL the cost thereof being recovered from the contractor.

**32. DAMAGE BY ACCIDENT, FLOODS OR TIDES.**

(1) The contractor shall take all precautions against damages from accident, floods or tides. No compensation will be allowed to the contractor for his plant or material lost or damaged by any cause whatsoever. The contractor shall be liable to make good the damages to any structure or part of the structure, plant or material of every description belonging to the administration lost or damaged by any cause during the course of contractor's work.

(2) The Administration will not be liable to the Contractor any charges for rectification or repairs to a payment which may have occurred from any cause, whatsoever, to any part of the new existing structure, during construction.

**33. FIRST AID:** - The contractor shall maintain at readily accessible place First Aid appliances including an adequate supply of sterilized cotton wool. The appliances shall be placed under the charge of responsible person who shall be reliable during working hours.

**34. ANTI-MALARIA PRECAUTIONS:** - Every precaution shall be taken by the contractor to prevent the breeding of mosquitoes on the works during construction and all receptacles used for the storage of water must be suitably protected for this purpose or must be emptied at close of the work every day.

**35. ANTI-LARVAL TREATMENT:** - Contractor(s) shall be entirely responsible for ensuring that anti-larval work as per the bye-laws of the local authorities/corporations or such other bodies etc. is provided at the cost of contractor(s).

**36. MEASUREMENTS IN METRIC UNITS:** - Measurement and payment will be made in metric units

**37. INSPECTION REGISTER:** - An inspection register shall be maintained at the site of work by the NHRCL wherein instructions regarding the working etc. shall be recorded by the Engineer or his executive sub-ordinates. It is expected of the contractor or his representative at the site to note such instructions wherever asked upon to do so and take action accordingly.



**38. TENDERER'S CREDENTIALS:** -In support of their credentials, the tenderers should submit following documents along with their tenders.

(a)List of Personnel, Organization available on hand and proposed to be engaged for subject work.

(b)List of plant & Machinery available on hand (own) and proposed to be inducted (own and hired to be given separately) for the subject work.

(c)List of works completed in the last three financial years giving description of work, organization for whom executed, approximate value of contract at the time of award, date of award and date of scheduled completion of work. Date of actual start, actual completion and final value of contract should also be given.

(d) List of works on hand indicating description of work, contract value, and approximate value of balance work yet to be done and date of award.

**NOTE: -**

(i)In case of items 'c' and 'd' above, supportive documents/certificates from the organizations with whom they have worked/are working should be enclosed.

ii)"Certificates/Credential issued by private individuals/Organizations shall not be accepted. **(Amended in terms of CE/W/CCG'S letter No w/118/0 Vol VII (W6) Dated 11.12.14)**

(iii) Tenderer shall submit adequate documentary proof of having fulfilled the eligibility criteria. There will be no back reference to confirm credentials, except for the purpose of verifying the certificates submitted along with the tender.

(iv) If tenderer do not submit any proof of meeting with eligibility criteria as laid down in the NIT and tender conditions, offer shall be treated as incomplete and should be summarily rejected.

**39: Safety at work site.**

Instructions issued in "Compendium of Instructions on Safety at Work Site" issued in April 2008 duly signed by both CAO@WR and PCE/WR on 28-04-2008 and 30-04-2008 respectively duly circulated vide CTE/CCG's letter No.T5/18/29(Safety) dated 05.05.2008 is required to be followed before/during the execution of the work. Copy of the same can be obtained from the concerned ADENs.

**Part-3 (Section -3)**

**Special Conditions & Specification of Contract-II**

1.Variation in quantities during execution of Works Contracts Reference Railway Boards letter No. 2007/CE-I/CT18 dated 28.09.2007)

**New Clause 42(4) to Indian Railways General Conditions of Contract (Ref.: Item-9 to Railway Board's letter No.2007ICE-I/CT/18, dated 28.09.2007 and Item-2 to letter No. 2007 ICE.I/CT 118 Pt. XIII, dated 31.12.2010)**

**The procedure detailed below shall be adopted for dealing with variations in quantities during execution of works contracts:**

1.1 Individual NS items in contracts shall be operated with variation of plus or minus 25% and payment would be made as per the agreement rate. For this, No finance concurrence would be required.

1.2In case an increase in quantity of an individual item by more than 25% of the agreement quantity is considered unavoidable, the same shall be got executed by floating a fresh tender. If floating a fresh tender for operating that item is considered not practicable, quantity of that item may be operated in excess of 125% of the agreement quantity subject to the following conditions:

**(a) Operation of an item by more than 125% of the agreement quantity needs the approval of an officer of the rank not less than S.A. Grade/NHRCL officials;**

(i) Quantities operated in excess of 125% but up to 140% of the agreement quantity of the concerned item, shall be paid at 98% of the rate awarded for that item in that particular tender;

(ii) Quantities operated in excess of 140% but up to 150% of the agreement quantity of the concerned item shall be paid at 96% of the rate awarded for that item in that particular tender;

(iii) Variation in quantities of individual items beyond 150% will be prohibited and would be permitted only in exceptional unavoidable circumstances with the concurrence of associate finance and shall be paid at 96% of the rate awarded for that item in that particular tender.

**(b) The variation in quantities as per the above formula will apply only to the Individual items of the contract and not on the overall contract value.**



(c) Execution of quantities beyond 150% of the overall agreemental value should not be permitted and, if found necessary, should be only through fresh tenders or by negotiating with existing contractor, with prior personal concurrence of NHSRCL official.

**1.3** In cases where decrease is involved during execution of contract:

(a) The contract signing authority can decrease the items up to 25% of individual item without finance concurrence.

(b) For decrease beyond 25% for individual items or 25% of contract agreement value, **the approval of an appropriate rank of NHSRCL official as per SOP may be taken, after obtaining 'No Claim Certificate'** from the contractor and with finance concurrence, giving detailed reasons for each such decrease in the quantities.

(c) It should be certified that the work proposed to be reduced will not be required in the same work.

**1.4** The limit for varying quantities for minor value items shall be 100 % (as against 25% prescribed for other items). A minor value item for this purpose is defined as an item whose original agreement value is less than 1% of the total original agreement value.

**1.5** No such quantity variation limit shall apply for foundation items.

**1.6.** As far as SOR items are concerned, the limit of 25% would apply to the value of SOR schedule as a whole and not on individual SOR items. However, in case of NS items, the limit of 25% would apply on the individual items irrespective of the manner of quoting the rate (single percentage rate or individual item rate).

**1.7.** The aspect of vitiation of tender with respect to variation in quantities should be checked and avoided. In case of vitiation of the tender (both for increase as well as decrease of value of contract agreement), sanction of the competent authority as per single tender should be obtained.

**2.** The work is required to be completed within the completion period as mentioned in notice inviting tenders from the date of letter of acceptance of tender.

**3.** The contractor shall be required to maintain the work satisfactorily in all respect for a period of **Twelve months from the date of completion of work and** issue of completion certificate by the sub-ordinate in charge of the work, in terms of claim of

General Conditions of Contract. Failing sub ministration to keep the structure in style stated as above will be recovered from the security deposit of this work or any other work.

4. Taxes as applicable from time to time will be deducted from Contractor's running and final bills as per extent rules.

(a) If extra steel for reinforcement over that in drawing or any extra quantity of a cement over to the standard scale has to be issued to the contractor, due to unreasonable waste, bad workmanship or any other similar cause, the cost of such extra cement and steel will be recovered from the contractor at DOUBLE the rate as increased by freight handling, supervision and other charges as per extent rules.

(b) This formula will also be applied for less utilization of cement/steel.

5. Measurements signing measurements billing comprising to settle to relinquish any claim preferred by the firm and sign 'NO CLAIM CERTIFICATE'.

6.(i) The provision of clause 63 & 64 to the General Conditions of Contract will be applicable only for the settlement of claims or disputes between the parties for values less than or equal to 20% of the value of the contract provisions of clause 63 & 64 and

(ii) When the claim of disputes are of value more than 20% the value of the contract, other relevant clause of the General Conditions of Contract will not be applicable and arbitration will not be a remedy for settlement of such dispute.

7. The special condition 6(i) and (ii) shall prevail over existing clause 63 of the General Conditions of Contract.

8. "If any dispute arises between the parties with respect to this agreement, any application or suit shall be instituted only in the Court with the local limits of whose jurisdiction, the Chief Project Manager, National High Speed Rail Corporation Limited (NHRCL), Vadodara is situated & both the parties shall be bound by this clause."

9. In every case in which the virtue of the provisions of section 12 sub-section (-) of The workmen's compensation Act 1973 NHRCL is obliged to pay the compensation to workmen employ by the contractor and supplied to the NHRCL for executing the work. NHRCL will recover from the contractor the amount of compensation so paid without prejudice to the right of NHRCL deducting from Security Deposit or and such due to the contractor weather under this contract otherwise, NHRCL will not bound to contest any claim made against it under this contract otherwise. NHRCL will not bound to contest any claim made against it under section-2 sub-section(1) of the said



Act except on the written request of the contractor and upon his giving to NHSRCL full security for all cost for which NHSRCL might become liable in consequence of any tendering and such claim.

**10. Cess Charges.**

(a) For contractor's labour employed/residing at station and colonies where NHSRCL sanitary facilities exist; contractor(s) will be required to pay cess charges as per rules in force on the NHSRCL from time to time.

(b) For labour working between stations or at isolated place where NHSRCL facilities for their labour in terms of clause 59(4) of the General Conditions of Contract in case of any failure of his/their part, the necessary facilities shall be provided by the NHSRCL administration at the cost of contractor(s) and expenditure thus incurred will be recovered from his/their bills.

**11. Drinking Water.**

(a) The tenderer shall provide and maintain at suitable place at easily accessible to labour a sufficient supply of water fit for drinking.

(b) The contractor(s) shall make his/their own arrangement for people and water supply required for the execution of the work as well as for this labour.

**12. Contractor's responsibility to arrange Tools, Plants, Machinery etc:-**The contractor should make their own arrangements for all plants and tools required for the successful completion of the work in time.

**13. Material supplied by NHSRCL :-**Tenderer shall be responsible to see that the material such as cement, steel etc. supplied by the administration are utilizing for the sole purpose, for which they have been issued to him, failing which, he is liable to be dealt according to law for any misuse of these commodities by himself, his agents or workmen, etc.

**14. Clause 26 to GCC: Provision of Efficient and competent staff at work sites by the contractor.**

The contractor shall place and keep on the works at all times efficient and competent staff to give the necessary directions to his workmen and to see that they execute their work in sound & proper manner and shall employ only such supervisors, workmen & labourers in or about the execution of any of these works as are careful and skilled in the various trades.





26.2. The contractor shall at once remove from the works any agents, permitted sub-contractor, supervisor, workman or labourer who shall be objected to by the Engineer and if and whenever required by the Engineer, he shall submit a correct return showing the names of all staff and workmen employed by him.

26.3. In the event of the Engineering being of the opinion that the contractor is not employing on the works a sufficient number of staff and workmen as is necessary for proper completion of the works within the time prescribed, the contractor shall forthwith on receiving intimation to this effect deploy the additional number of staff and labour as specified by the Engineer within seven days of being so required and failure on the part of the contractor to comply with such instructions will entitle the NHRCL to rescind the contract under Clause 62 of these conditions.

**15- Wages To Labour : (GCC Clause 54)** - The Contractor shall be responsible to ensure compliance with the provision of the Minimum Wages Act, 1948 (hereinafter referred to as the "said Act" and the Rules made thereunder in respect of any employees directly or through petty contractors or subcontractors employed by him on road construction or in building operations or in stone breaking or stone crushing for the purpose of carrying out this contract.

If, in compliance with the terms of the contract, the Contractor supplied any labour to be used wholly or partly under the direct orders and control of the NHRCL whether in connection with any work being executed by the Contractor or otherwise for the purpose of the NHRCL such labour shall, for the purpose of this Clause, still be deemed to be persons employed by the Contractor.

If any moneys shall, as a result of any claim or application made under the said Act be directed to be paid by the NHRCL, such money shall be deemed to be moneys payable to the NHRCL by the Contractor and on failure by the Contractor to repay the NHRCL any moneys paid by it as aforesaid within seven days after the same shall have been demanded, the NHRCL shall be entitled to recover the same from any moneys due or accruing to the contractor under this or any other Contract with the NHRCL.

**16-Apprentices Act: (GCC Clause 54-A)**

The Contractor shall be responsible to ensure compliance with the provisions of the Apprentices Act, 1961 and the Rules and Orders issued thereunder from time to time in respect of apprentices directly or through petty contractors or sub-contractors employed by him for the purpose of carrying out the Contract.

If the contractor directly or through petty contractors or sub-contractors fails to do so, his failure will be a breach of the contract and the NHRCL may, in its discretion,

rescind the contract. The contractor shall also be liable for any pecuniary liability arising on account of any violation of the provisions of the Act.

Note: The contractors are required to engage apprentices when the works undertaken by them last for a period of one year or more and/or the cost of works is rupees one lakh or more.

**17- Provisions Of Payments Of Wages Act: (GCC Clause 55)** The Contractor shall comply with the provisions of the Payment of Wages Act, 1936 and the rules made thereunder in respect of all employees employed by him either directly or through petty contractors or sub-contractors in the works. If in compliance with the terms of the contract, the Contractor directly or through petty contractors or sub-contractors shall supply any labour to be used wholly or partly under the direct orders and control of the Engineer whether in connection with the works to be executed hereunder or otherwise for the purpose of the Engineer, such labour shall never the less be deemed to comprise persons employed by the contractor and any moneys which may be ordered to be paid by the Engineer shall be deemed to be moneys payable by the Engineer on behalf of the Contractor and the Engineer may on failure of the Contractor to repay such money to the NHSRCL deduct the same from any moneys due to the Contractor in terms of the contract. The NHSRCL shall be entitled to deduct from any moneys due to the contractor (whether under this contract or any other contract) all moneys paid or payable by the NHSRCL by way of compensation of aforesaid or for costs of expenses in connection with any claim thereto and the decision of the Engineer upon any question arising out of the effect or force of this Clause shall be final and binding upon the Contractor.

**18. PROVISION OF CONTRACT LABOUR (REGULATION AND ABOLITION) ACT 1970. (GCC Clause 55-A)**

**18.1** The Contractor shall comply with the provisions of the contract labour (Regulation and Abolition) Act 1970 and the contract labour (Regulation and Abolition) central rules 1971 as modified from time to time. Whenever applicable and shall also identify the NHSRCL from and against any claims under the aforesaid Act and the Rules.

**18.2** The contractor shall obtain a valid licensee under the aforesaid Act as modified from time to time before the commencement of the work and continue to have a valid license until the completion of the work. Any failure to fulfill this requirement shall attract the penal provision of the contract arising out of the resultant non-execution of the work.

**18.3** The contractor shall pay to employed by him directly or through sub-contractor the wages as per provision of the aforesaid Act and the Rules wherever applicable. The contractor shall not with standing the provision of the aforesaid Act and Rule wherever applicable. The contractor shall not with standing the provision of the contract to the country, cause to be paid the wages to labour indirectly engaged on the work including any engaged by his sub-contractor in connection with the said works, as if the labour had been immediately employed by him.

**18.4** In respect of all labour directly or indirectly employed in the work performance of the contractor's part of the contract, the contractor shall comply with or cause to be complied with provision of the aforesaid Act and Rules wherever applicable.

**18.5** In every case which may virtue of the provision of the aforesaid Act and Rules, the **NHRCL is obliged to pay amount of wages to a workman employed by the contractor** or his sub-contractor in execution of the work or to incur any expenditure in providing welfare and health amenities required to provide under the aforesaid Act and Rules or to incur expenditure on account of the contingent liability of the NHRCL due to the contractor's failure to fulfill his statutory obligations under the aforesaid Act and Rules the NHRCL will recover from the contractor, the amount of wages so paid or the amount of expenditure so incurred and without prejudice to the right of NHRCL under section 20, sub section (2) and section 21, sub section(4) of the aforesaid Act, the NHRCL shall be at liberty to recover such amount or part thereof by deducting the security deposit and/or from any sum due by the NHRCL to the contractor whether the contractor or otherwise.

**18.6-** The NHRCL shall not be bound to contest any claim made against it under sub-section (1) of section 20 and sub-section (4) of section 21 of the aforesaid Act accept on the written request of the contractor and upon his giving to the NHRCL might become liable in contesting such claim. The decision of the NHRCL regarding the amount actually recoverable from the contractor as stated above shall be final and binding on contractor.

**19. Provisions of Employees' Provident Fund and Miscellaneous Provisions Act 1952 (GCC Clause 55-B)**-In reference to Railway Board's Letter No.2012/CE-1/CT/0/22 dated 14-12-2012 circulated vide PCE / CCG's letter No.W.118/0/Vol.V (W.6) dated 01.01.2013, the contractor shall comply with the provisions of Para 30 and 36 - B, of the Employer's Provident Fund Scheme 1952 : Para 3 and 4 of Employees' Pension Scheme 1995 and Para 7 & 8 of Employees' Deposit Linked Insurance Scheme 1976 as modified from time to time through enactment of "Employees Provident Fund and Miscellaneous Provisions Act 1952, where ever applicable and shall also indemnify the NHRCL from and against any claims under the aforesaid Act and the rules"

**20. Implementation of building and other construction workers (RECS) act 1996 and the building and other construction workers welfare cess act 1996 in Railway contracts (GCC Clause 55-C)**

As per Railway Board letter circular No. 2008/CE-I/CT/6 dated 09.07.2008 circulated vide Western Railway Head Quarter office Churchgate letter No. W.118/0 Vol.III (W6) dated 24.07.2008 and further amended vide board letter No 2008/GE-I/ CT/6 Dt 29.11.13 circulated vide PCE/CCG.s letter No W/118/0 Vol –VI (W6) Dt 26..12.13

**“The tenderers for carrying out any construction work must get themselves registered from the Registering Officer under Section 7 of the Building and Other Construction Workers Act, 1996” and rules made thereto by the concerned State Govt. and submit certificate of Registration issued from the Registering Officer of the concerned State Govt. (Labour Dept.) As per this Act, the tenderer shall be levied a cess @ 1% of cost of construction work, which would be deducted from each bill. Cost of material, when supplied under a separate schedule item, shall be outside the purview of cess”.**

**21. Reporting Of Accidents: (GCC Clause 56)** The Contractor shall be responsible for the safety of all employees directly or through petty contractors or sub-contractor employed by him on the works and shall report serious accidents to any of them however and wherever occurring on the works Indian Railways Standard General Conditions Of Contract As On 30th June 2014 Page 51 to the Engineer or the Engineers Representative and shall make every arrangements to render all possible assistance.

**22. Provision Of Workmen’s Compensation Act : (GCC Clause 57)** In every case in which by virtue of the provisions of Section 12 Sub-Section (1) of the Workmen’s Compensation Act 1923, NHSRCL is obliged to pay compensation to a workman directly or through petty contractor or subcontractor employed by the Contractor in executing the work, NHSRCL will recover from the Contractor the amount of the compensation so paid, and, without prejudice to the rights of NHSRCL under Section 12 Sub-section (2) of the said Act, NHSRCL shall be at liberty to recover such amount or any part thereof by deducting it from the Security Deposit or from any sum due by NHSRCL to the Contractor whether under these conditions or otherwise, NHSRCL shall not be bound to contest any claim made against it under Section 12 Sub-Section (1) of the said Act except on the written request of the Contractor and upon his giving to NHSRCL full security for all costs for which NHSRCL might become liable in consequence of contesting such claim.

**23. Provision Of Mines Act : (GCC Clause 57-A)** The Contractor shall observe and perform all the provisions of the Mines Act, 1952 or any statutory modifications or re-enactment thereof for the time being in force and any rules and regulations made thereunder in respect of all the persons directly or through the petty contractors or sub-contractors employed by him under this contract and shall indemnify the NHSRCL from and against any claims under the Mines Act, or the rules and regulations framed thereunder, by or on behalf of any persons employed by him or otherwise.

**24. NHSRCL Not To Provide Quarters For Contractors: (GCC Clause 58)** No quarters shall normally be provided by the NHSRCL for the accommodation of the Contractor or any of his staff employed on the work. In exceptional cases where accommodation is provided to the Contractor at the NHSRCL's discretion, recoveries shall be made at such rates as may be fixed by the NHSRCL for the full rent of the buildings and equipments therein as well as charges for electric current, water supply and conservancy.

**25. Labour Camps : (GCC Clause 59 (1))** The Contractor shall at his own expense make adequate arrangements for the housing, supply of drinking water and provision of latrines and urinals for his staff and workmen, directly or through the petty contractors or sub-contractors and for temporary creche (Bal-mandir) where 50 or more women are employed at a time. Suitable sites on NHSRCL land, if available, may be allotted to the Contractor for the erection of labour camps, either free of charge or on such terms and conditions that may be prescribed by the NHSRCL. All camp sites shall be maintained in clean and sanitary conditions by the Contractor at his own cost.

**26- Compliance To Rules For Employment Of Labour :(GCC Clause 59(2))** The Contractor(s) shall conform to all laws, bye-laws rules and regulations for the time being in force pertaining to the employment of local or imported labour and shall take all necessary precautions to ensure and preserve the health and safety of all staff employed directly or through petty Contractors or Sub Contractors on the works.

**27- Preservation Of Peace : (GCC Clause 59(3))** The Contractor shall take requisite precautions and use his best endeavours to prevent any riotous or unlawful behaviour by or amongst his workmen and other employed directly or through the petty contractors or sub-contractors on the works and for the preservation of peace and protection of the inhabitants and security of property in the neighbourhood of the works. In the event of the NHSRCL requiring the maintenance of a special Police Force at or in the vicinity of the site during the tenure of works, the expenses thereof shall be borne by the Contractor and if paid by the NHSRCL shall be recoverable from the Contractor.

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**28- Sanitary Arrangements: (GCC Clause 59(4))**

The Contractor shall obey all sanitary rules and carry out all sanitary measures that may from time to time be prescribed by the NHSRCL Medical Authority and permit inspection of all sanitary arrangements at all times by the Engineer, the Engineer's Representative or the Medical Staff of the NHSRCL. Should the Contractor fail to make the Indian Railways Standard General Conditions Of Contract As On 30th June 2014 Page 52 adequate sanitary arrangements, these will be provided by the NHSRCL and the cost therefore recovered from the Contractor.

**29 Outbreak Of Infectious Disease : (GCC Clause 59(5))** The Contractor shall remove from his camp such labour and their families as refuse protective inoculation and vaccination when called upon to do so by the Engineer or the Engineer's Representative on the advice of the NHSRCL, Medical Authority. Should Cholera, plague, or other infectious disease break out, the Contractor shall burn the huts, beddings, clothes and other belongings of or used by the infected parties and promptly erect new huts on healthy sites as required by the Engineer, failing which within the time specified in the Engineer's requisition, the work may be done by the NHSRCL and the cost therefore recovered from the Contractor.

**30- Treatment Of Contractor's Staff In Railway Hospitals : (GCC Clause 59(6))**

The Contractor and his staff, other than labourers and their families requiring medical aid from the Railway Hospital and dispensaries will be treated as private patients and charged accordingly. The Contractors' labourers and their Families will be granted free treatment in Railway Hospitals and dispensaries where no other Hospitals or dispensaries are available provided the Contractor pays the cost of medicines, dressing and diet money according to the normal scale and additional charges for special examinations such as pathological and bacteriological examination, X-Ray, etc. and for surgical operation.

**31- Medical Facilities At Site : (GCC Clause 59(7))** The Contractor shall provide medical facilities at the site as may be prescribed by the Engineer on the advice of the Railway Medical Authority in relation to the strength of the Contractor's resident staff and workmen.

**32- Use Of Intoxicants : (GCC Clause 59(8))** The sale of ardent spirits or other intoxicating beverages upon the work or in any of the buildings, encampments or tenements owned, occupied by or within the control of the Contractor or any of his employees shall be forbidden and the Contractor shall exercise his influence and authority to the utmost extent to secure strict compliance with this condition.

**33- Restrictions On The Employment Of Retired Engineers Of Railway Services Within Two Years Of Their Retirement : (GCC Clause 59(10))**

The Contractor shall not, if he is a retired Government Engineer of Gazetted rank, himself engage in or employ or associate a retired Government Engineer of Gazetted rank, who has not completed two years from the date of retirement, in connection with this contract in any manner whatsoever without obtaining prior permission of the President and if the Contractor is found to have contravened this provision it will constitute a breach of contract and administration will be entitled to terminate the contract at the risk and cost of the contractor and forfeit his Security Deposit.

**34- Non-Employment Of Labourers Below The Age Of 15 : (GCC Clause 60(1))**

The Contractor shall not employ children below the age of 15 as labourers directly or through petty contractors or subcontractors for the execution of work.

**35- Medical Certificate Of Fitness For Labour : (GCC Clause 60(2))** It is agreed that the contractor shall not employ a person above 15 and below 19 years of age for the purpose of execution of work under the contract unless a medical certificate of fitness in the prescribed form (Proforma at Annexure-VIII) granted to him by a certifying surgeon certifying that he is fit to work as an adult, is obtained and kept in the custody of the contractor or a person nominated by him in this behalf and the person carries with him, while at work; a token giving a reference to such certificate. It is further agreed that the responsibility for having the adolescent examined medically at the time of appointment or periodically till he attains the age of 19 years shall devolve entirely on the contractor and all the expenses to be incurred on this account shall be Indian Railways Standard General Conditions Of Contract As On 30th June 2014 Page 53 borne by him and no fee shall be charged from the adolescent or his parent for such medical examination.

**36- Period Of Validity Of Medical Fitness Certificate : (GCC Clause 60(3))**

A certificate of fitness granted or renewed for the above said purposes shall be valid only for a period of one year at a time. The certifying surgeon shall revoke a certificate granted or renewed if in his opinion the holder of it is, no longer fit for work in the capacity stated therein. Where a certifying surgeon refuses to grant or renew a certificate or revoke a certificate, he shall, if so required by the person concerned, state his reasons in writing for doing so.

**37- Medical Re-Examination Of Labourer : (GCC Clause 60(4))**

Where any official appointed in this behalf by the Ministry of Labour is of the opinion that any person employed in connection with the execution of any work under this contract in the age group 15 to 19 years is without a certificate of fitness or is having a certificate of fitness but no longer fit to work in the capacity stated in the certificate, he may serve on the Contractor, or on the person nominated by him in this regard, a notice requiring that such persons shall be examined by a certifying surgeon and such person shall not if the concerned official so directs, be employed or permitted to do any work under this contract unless he has been medically examined and certified that he has been

granted a certificate of fitness or a fresh certificate of fitness, as the case may be.

**EXPLANATIONS :** (1) Only Qualified Medical Practitioners can be appointed as "Certifying Surgeons" and the term "Qualified Medical Practitioners" means a person holding a qualification granted by an authority specified in the Schedule to the Indian Medical Degrees Act, 1916 (VII to 1916) or in the Schedule to the Indian Medical Council Act, 1933 (XXVII) of 1933. (2) The Certifying surgeon may be a medical officer in the service of State or Municipal Corporation.

**38-** The NHSRCL will not acquire any land for the purpose of movement of vehicle of the contractor's in doing earthwork.

**39-** All the available vehicles and equipment of the contractor can be drafted by the NHSRCL Administration in case of accidents/natural calamities involving human lives. The payment for such drafting shall be made according to the rates as shall be fixed by the Engineer. However, if the contractor is not satisfied with the decision of the Engineer in this respect, he may appeal to the chief project manager within 30 days of getting the decision of the engineer, supported by analysis of the rates claimed. The Chief project manager's decision after hearing both the parties in the matter would be final and binding on the Contractor and the NHSRCL.

**40 – Arbitration clause:** - Modified Clause 64 of General Condition of contract -2014 for implementation of Arbitration and Conciliation (Amendment) Act-2015 shall be applicable.

**45 -** The payment of contractor shall be made through Electronic Fund transfer (EFT) or Electronic Clearing System (ECS) for which Parties tendering should provide the details of bank account in line with RBI guidelines for the same. These details will be including Bank Name, Branch name and address, Account type, Bank Account No. and Bank and Branch code as appearing in the MICR cheque issued by the bank. The tenderer(s) should also attach certificate from their bank certifying the correctness of all the above-mentioned information. If the tender(s) is maintaining account with bank branches having no IFSC code, may get their account transferred to bank branches having IFSC code so that payment can be made through NEFT/RTGS mode.

The above details are required to be submitted by the contractors before signing of contract agreement in the format provided in **Annexure 'A'**.

**Address:-** .....

**Signature of Tenderer**  
**Dated:-**



**Annexure 'A'**

**FORMATE FOR PAYMENT THROUGH "NEFT/RTGS" SYSTEM  
CONTRACTOR/VENDOR PAYMENT**

Sr. No.	Name of Party	Detail given by contractor/Vender
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	IFS Code	
11	Mobile No (for SMS)	
12	E-Mail ID	
13	PAN Number	

**Note:-**

Please attached 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

AUTHORISED SIGNATORY

**Part-3 (Section-4)**

**Goods & Service Tax ( GST) Act – 2017.**

**1. In terms of Railway Board's letter No. 2017/CE-I/CT/4/GST dated 23.06.2017**

“Subsequent to the enactment of GST Act, Board (ME) has approved modification to para (a) of Clause 6, Part-I of Indian Railways Standard General Conditions of Contract, July 2014. The revised para (a) of clause 6 shall be read as under:-

**Care in Submission Of Tenders:**

(i) Before submitting a tender, the tenderer will be deemed to have satisfied himself by actual inspection of the site and locality of the works, that all conditions liable to be encountered during the execution of the works are taken into account and that the rates he enters in the tender forms are adequate and all inclusive to accord with the provisions in Clause – 37 of the Standard General Conditions of Contract for the completion of works to the entire satisfaction of the Engineer.

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

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

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

**2. In terms of Railway Board's letter No. 2016/CE-I/CT/12/GST/Pt.I dated 29.6.17**

“ On Indian Railways presently ‘work executed by contractor’ is recorded in measurement books by railway, duly accepted by contractor. Railway prepares ‘on account/final contract certificate’ for the payable amount based on the work executed and the rates quoted by the contractor duly deducting various statutory taxes like –

work contract tax/service tax/royalties/income tax etc. as per applicable rates. Further, railways deposit the statutory deductions themselves to the concerned authorities. With GST Act in force, it will be the responsibility of service providers (i.e. contractors) to submit the invoice (bill) duly segregating the GST component from the Gross amount of work executed.

Railways are therefore advised to follow the procedure as mentioned below while dealing with contractor's payment, once GST is applicable.:

(i) All works contracts are to be provided with goods/service code based on the type of contract. In case contract consists of both goods & service, then interpretation regarding nature of contract shall be done as per clause 8, Chapter III of CGST Act, 2017. The goods/service code is notified by Ministry of Finance and can be downloaded from the website [www.cbec.gov.in](http://www.cbec.gov.in).

(ii) The 'on account/final contract certificate' shall be prepared by the Railway on the basis of quantity of work executed and agreemental rates, duly segregating the GST component as detailed in para (iii) below.

(iii) Since the agreemental rates of contracts are inclusive of all taxes as per clause 37 of GCC 2014, the calculation of 'Gross amount of work executed', 'Amount of work executed excluding GST amount' and 'GST amount' in the 'on account/final contract certificate' shall be done as under:-

Let Z = Gross amount of work executed on the basis of quantum of work executed and agreemental rates.

X = Amount of work executed excluding GST amount.

Y = GST amount as per applicable GST rate for that goods/service code.

R = Percentage rate of GST for that goods/service code.

Then,  $Z = X+Y$ ,  $Y=X *R/100$ .

(iv) Percentage rate of GST for various types of goods/services as finalized by GST council can be downloaded from the website [www.cbec.gov.in](http://www.cbec.gov.in).

(B) (i) Once the 'on account/final contract certificate' is prepared by NHSRCL and communicated to contractor, the contractor shall submit invoice (bill) on his Letter head duly segregating the 'Amount of work executed excluding GST amount' and 'GST amount' ( i.e. X" & "Y" as mentioned in para 3(A)(iii) (above) along with Invoice No. ( bill No) and all other details required required under GST Act. The sample GST compliant invoice is annexed herewith.



(ii) In case contractor is liable to be registered under GST Act, NHSRCL shall pay to the Contractor 'Gross amount of work executed' ( i.e. "Z" as mentioned in para 3A(III) above) duly deducting all other leviable taxes like I/Tax, labour cess, royalty etc. as applicable. Contractor shall be liable to pay 'GST amount' to respective authority himself. Whereas, NHSRCL shall deposit all other taxes deducted to concerned authority as is being done presently.

(iii) In case contractor is not liable to be registered under GST Act, contractor shall be paid 'Amount of work executed excluding GST amount " ( i.e. "X" as mentioned in para 3A (iii) above) duly deducting all other leviable taxes like I/Tax, labour cess, royalty etc. as applicable. NHSRCL shall deposit 'GST amount' as well as all other taxes deducted to concerned authority.

(iv) In case any need arises to modify the Invoice (Bill) due to any reason, contractor shall submit amended fresh invoice for processing the payment.

**ANNEXURE**

1	Supplier Name
2	Supplier GSTIN
3	Invoice No.
4	Invoice Issue Date
5	Total Value
6	Taxable Value
7	Goods A/C HSN, Service Accounting Code.
8	Goods and Services Description
9	Unit Qty. Code
10	Quantity
11	Rate
12	Whether eligible for ITC – Partial/Full/NIL
13	IGST Rate
14	IGST Charged Amount
15	CGST Rate
16	CGST Charged Amount
17	SGST/UGST Rate
18	SGST Charged Amount
19	Cess Rate
20	Cess Charged Amount
21	Name/Recipient of Service / Goods
22	Place of Supply
23	Recipient GSTIN
24	Tax Payable on Reverse Charge Basis( Y/N)
25	TDS.

**Technical Specifications**

1. Works shall be carried out as per these technical specifications or Unified Standard Specifications (Works & Materials) Vol. I & II of 2010 with latest amendments of Western Railways.

**2. Specification of Cement**

2.1. The cement used shall be any of the following and type selected should be appropriate for the intended use.

2.1.1. 33 Grade Ordinary Portland Cement conforming to IS:269

2.1.2. 43 Grade Ordinary Portland Cement conforming to IS:8112

2.1.3. 53 Grade Ordinary Portland Cement conforming to IS:12269

2.1.4. Rapid hardening Portland Cement conforming to IS:8041

2.1.5. Portland slag cement conforming to IS:455

2.1.6. Portland pozzolana Cement (Fly ash based) conforming to IS:1489(Part-1)

2.1.7. Portland pozzolana Cement (calcined clay based) conforming to IS:1489(Part-2)

2.1.8. Hydrophobic Cement Conforming to IS:8043

2.1.9. Low heat Portland cement conforming to IS:12600

2.1.10. Sulphate resisting Portland cement conforming to IS:12330

**Note:** Portland pozzolana Cement shall not be used for PSC Work

2.2. The cement shall be packed in jute sacking bags conforming to IS:2580-1982, double hessian bituminised (CRI type) or woven HDPE conforming to IS:11652-1986 woven polypropylene conforming to IS:11653-1986, jute synthetic union conforming to IS:12174-1987, or any other approved composite bags, bearing the manufacturers name or his registered trade mark if any, and grade and type of cement.

2.3. Every delivery of cement shall be accompanied by a producer's certificate confirming that the supplied cement conforms to relevant specification. These certificates shall be endorsed to the Engineer for his record. Certified copy of the same shall be submitted to Divisional Office along with running bills/final bills.

2.4. Every consignment of cement must have identification marks on packages indicating date of manufacture and grade and type of cement. Cement when brought to work shall not be more than 6 weeks old from the date of manufacture. In case due to some reason it is not possible to use the cement within three months then it should be ensured that older lot is used in the lean concrete or other unimportant items of work. Effective precautionary

- measures shall be taken to eliminate dust nuisance during loading or transferring cement. The procurement of cement shall be planned by the contractor this does not affect the progress of work.
- 2.5.** Cement in bags shall be stored and stacked in a shed which is dry, leak proof and as moisture proof as possible. Flooring of the shed shall consist of the two layers of dry bricks laid on well consolidated earth to avoid contact of cement bags with the floor. Stacking shall be done about 150 to 200mm clear above the floor using wooden planks, old wooden sleepers or scrap GI sheets. Cement bags shall be stacked at least 450mm clear of the walls and in rows of two bags leaving in a space of at-least 600mm between two consecutive rows. In each row the cement bags shall be kept close together so as to reduce air circulation. Stacking shall not be more than 10 bags high to avoid lumping under pressure. In stacks more than eight bags high, the cement bags shall be arranged in header and stretcher fashion, i.e. alternately lengthwise and crosswise so as to tie the stacks together and minimize the danger of toppling over.
- 2.6.** Different type of cement shall be stacked and stored separately. Cement bags shall be stacked in a manner to facilitate their removal and use in the order in which they are received. For extra safety during monsoon, or when cement is expected to be stored for an unusually long period, each stack shall be completely enclosed by a water proofing membrane, such as polyethylene/tarpauline, which shall cover the top of the stack. Care shall be taken to see that the water proofing membrane is not damaged at any time during use. Cement which is set or partially set should on no account be used. Storage of cement at the worksite shall be at the contractor's expense and risk. Any damage occurring to cement due to faulty storage in contractor's shed or on account of negligence on his part shall be the liability of the contractor.
- 2.7.** After receipt of each lot of cement at godown a sample of cement at the direction of Engineer in charge shall be tested at contractor's own cost for (a) Fineness, (b) Soundness, (c) Setting time (initial and Final), (d) Compressive strength & (e) consistency of standard cement paste as prescribed in IS code) IS:4031 Part-II, Part-III, Part-V & Part-VI for each lot or every 50 tonnes or part thereof. Only on receipt of satisfactory certificates this cement shall be allowed to be used on the work. Certified copy of the same shall be submitted to Divisional Office along with running bills/final bills.
- 2.8.** Cement shall be procured/purchased from cement factories/authorized dealers/retailers from various popular brands e.g. **Acc, Shriram Cement, JK Cement, Ultratech**, The contractor shall have to submit the cash memo along with the lot of cement purchased from the various cement factories/authorized dealers/retailers to Engineer in Charge in token proof of purchase of cement from reputed cement factories/authorized

dealers/retailers. No cement shall accepted by the Engineer in Charge without cash memo. Certified copy of the same shall be submitted to Divisional Office along with running bills/final bills.

- 2.9. Although cement payment is in MT as per item of tender, total quantities so paid shall be limited to quantity actually used in work, subject to further not exceeding the quantity laid down in Indian Railway Unified Standard Specifications (Works and Materials) Vol. I & II whichever is less.
- 2.10. No payment shall be made for the cement used in works rejected by Engineer. All empty bags shall be taken away by the contractor after use of cement and cost of empty cement bags shall not form part of quoted rates against the item of cement.
- 2.11. Cement consumption register shall be meticulously maintained giving quantity of work done/consumption of cement of each day.
- 2.12. Cement bags left after completion of work shall be taken away by the contractor and Railway shall not make any payment against these bags.

### **3. SPECIFICATION OF STEEL ITEMS**

#### **REINFORCEMENT STEEL (TMT BARS) AND STRUCTURAL STEEL**

- 3.1. All Reinforcement Steel (TMT Bars) and structural Steel shall be procured as per specifications mentioned in BIS's documents-IS:1786 and IS:2062 respectively. Independent tests shall be conducted, wherever required, to ensure that the materials procured conform to the specifications.
- 3.2. Steel shall be procured only from those firms, which are established, reliable, indigenous and Primary producers of steel, having integrated steel plants (ISP), using iron ore as the basic raw material and having in-house iron rolling facilities, following by production of liquid steel and crude steel, as per Ministry of Steel's guidelines e.g., "SAIL/TISCO/JINDAL/RINL/ ESSAR / IISCO/SRMB/JINDAL PANTHER".
- 3.3. However, only certain isolated sections of structural steel, not being rolled by ISPs, can be procured from the authorized re-rollers of ISPs or authorized licensee of BIS having traceability system and who use billets produced by ISPs.
- 3.4. The steel procured shall be reasonably free from cracks, surface flaws, laminations, rough and imperfect edges and all other harmful defects. Steel sections, shall be free from excessive rust, scaling and pitting and shall be well protected. The decision of the Engineer regarding rejecting any steel section on account of any of the above defects shall be final and binding.
- 3.5. Structural steel work shall conform to the requirement as specified in Indian Railway Unified Standard Specifications (Works and Materials) Vol. I & II.

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**Dy. Chief Project Manager-Civil**

उप मुख्य परियोजना प्रबंधक-सिविल  
National High Speed Rail Corporation Ltd.  
राष्ट्रीय उच्च गति रेल निगम लिमिटेड  
वडोदरा / Vadodara



- 3.6.** Necessary purchase bill along with test certificate for steel shall be obtained and submitted to the Engineer in Charge. Steel without the test certificate from approved laboratory/Engineering college shall not be used in the work. Certified copy of the same shall be submitted to Divisional Office along with running bills/final bills. Steel shall be tested for Tensile strength and bend test as per IS:1599 as specified in Indian Railway Unified Standard Specifications (Works and Materials) Vol. I & II.
- 3.7.** Quantity for this item shall be calculated as per nominal weight of steel section for the length actually used in the work. No payment will be made for the wastage and the contractor will be allowed to take away the scrap and excess steel away from site.
- 3.8.** The contractor shall be responsible for getting the measurement of steel entered in to steel register and signed by the Engineer in charge of the work before concreting is done to avoid dispute regarding quantity of steel used in the work.
- 3.9.** The rates quoted for this item is deemed to be inclusive of the cost of binding wire and no separate payment shall be admissible for the same.
- 3.10.** The steel shall be kept by the contractor under his custody at the site of work and Railway will not be responsible for any theft thereof.
- 3.11.** The quantity so payable under relevant item shall be restricted to the quantity as per approved plan/drawing and decision of the Engineer in Charge in this regard shall be final and binding upon the contractor.

**Part-5**  
**ANNEXURES / PROFORMAS**

**ANNEXURE-A**  
**SUPPLEMENTARY AGREEMENT**

Articles of Agreement made on this ..... in the year ..... and between National High Speed Rail Corporation Limited acting through the **Chief Project Manager, National High Speed Rail Corporation Limited, 3rd Floor, Productivity House, Productivity Road, Alkapuri, Vadodara-390007** hereinafter called as one party and ..... of the second part.

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

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

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

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

It is further agreed and understood by and between the party that in consideration of the payment already made under the agreement the said principle agreement shall finally discharged and rescinded all the terms and conditions including the arbitration clause.

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

Signature of the Tenderer/s

For & on behalf of

Signatures of the Witness

Witness

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**ANNEXURE-B**

**APPLICATION LETTER**

(On the Letter head of the Interested firm)

**Date: DD-MM-YYYY**

**Chief Project Manager,  
National High Speed Rail Corporation Limited,  
3<sup>rd</sup> Floor, Productivity House, Productivity Road,  
Alkapuri, Vadodara – 390007.**

**Sub.: Notice Inviting Tender: Construction of boundary wall near Army Rack in  
Pratapnagar, Vadodara in connection with Mumbai Ahmedabad High Speed Rail  
Project**

Dear Sir,

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

I/We hereby submit my/our offer as follows:-

- a) Envelope-A i.e. Tender fee and Earnest Money Deposit (EMD)**
- b) Envelope-B: Technical and financial Proposal with all relevant documents .**

In one original, with the details as per the requirements of the NIT Documents, for  
your detailed evaluation

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

**ANNEXURE-C**  
**DECLARATION**

1. I AM/WE ARE NOT RELATED TO ANY ONE EMPLOYEE ON ANY CAPACITY BY THE NHRCL.

OR

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

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

SIGNATURE OF TENDERER: - \_\_\_\_\_

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

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

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**ANNEXURE-D**

**National High-Speed Rail Corporation Limited**

Description of work	Approximate cost of the work (in Rs.)	Earnest money to be deposited (In Rs.)
<b><u>NHRCL/Vadodara/Boundary/2019-20/23</u></b> Construction of boundary wall near Army Rack in Pratapnagar, Vadodara in connection with Mumbai Ahmedabad High Speed Rail Project	31,44,330.00	62,890.00

**NOTE: -**

1. The above list and cost is only tentative and the administration reserves the right to increase or decrease the work to be carried out.
2. The contractor shall quote the rate of percentage basis above or below the NHRCL printed revised schedule of rates in force. The rates in the NHRCL Schedule under the Vadodara Division are applicable for the above work. In case rates for any item of work do not exist in the printed schedule of rates special rates will be worked out for such items on the basis of the schedule of rates. The contractor's quotation above or below the schedule of rates will be apply to such special rates also.
3. The estimate carrying the items of the work to be carried out may be seen by the contractor in the office of the Office of Chief Project Manager, National High-Speed Rail Corporation Ltd, 3rd floor, Productivity House, Productivity Road, Alkapuri, Vadodara-390007
4. The rates include all plant of every description and all means whatsoever employed for executing the work and also includes freight charges No extra amount will be paid for conveying the materials from the station or the stores depot to the site of work.

Address: - .....

.....

.....

Signature of Tenderer

Date: -

**ANNEXURE-E**

**1. Deviation/special Condition quoted by the tenderers.**

- i) "Tenderers should submit their offer strictly in accordance with the terms and conditions of the tender document. Tenderer should not quote any deviation from the tender document and should not quote any conditions.
- ii) Nevertheless, as an exception, if any unavoidable deviations or conditions are quoted by the tenderers, financial impact of each of such conditions/deviations on their quoted unit rates, in terms of Rupees per unit rate, shall be clearly mentioned by the tenderer in the tender offer.
- iii) If any of the deviation/condition has no financial impact on the quoted rates, in such cases also, the tenderer must clearly mention its financial impact as 'NIL'. This is required for proper financial evaluation of such conditional / deviated offers.
- iv) Conditional offers / offers with deviations, without quantified financial impact of each of the condition / deviation on the quoted rates, shall be considered as "incomplete" and shall be summarily rejected."

Address: - .....

.....

.....

Signature of Tenderer

Date:-



**ANNEXURE-F**

**BANK GUARANTEE BOND**

**To,**  
**The Chief Project Manager,**  
**NATIONAL HIGH SPEED RAIL CORPORATION LIMITED,**  
**Alkapuri, Vadodara – 390007.**

In consideration of the President of India (hereinafter called “the Government”) having agreed to accept from..... ..(hereinafter called “ the said Contractor/s), under the terms and conditions of an Agreement/Acceptance letter dated.....made between.....and ..... ..(herein after called “the said Agreement”) the Performance Guarantee for the due fulfilment by the Contractors of the terms and conditions in the said Agreement on production of Bank Guarantee for Rs..... Rupees..... ..only) We..... .. indicate the name of the Bank herein after referred to as the Bank) at the request of..... ..contractor/s do hereby undertake to pay the government an amount not exceeding Rs.....against any loss or damage caused to or suffered by or would be caused to or suffered by the Government by reason of any breach by the said contractor(s) of any of the terms or conditions contained in the said agreement.

2.We.....(indicate the name of the Bank) do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on demand from the government stating that the amount claimed is by way of loss or damage caused to or suffered by the Government by reason of breach by the said contractor/s of any of the terms or conditions contained in the said agreement or by reasons of the contractor/s failure to perform the Agreement, any such demand made on the bank shall be conclusive as regards the amount due and payable to the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs.....

3.We undertake to pay to the Government any money so demanded not with standing any dispute or disputes raised by the contractor(s) /supplier(s) in any suit or proceeding pending before any Court or Tribunal relating thereto our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment there under and the contractor(s)/suppliers(s) shall have no..... against us for making such payment.



4. We, .....(indicate the name of the bank) further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement, including maintenance/Warranty period, and that it shall continue to be enforceable till the dues of the Government under or by virtue of the said agreement have been fully paid and its claims satisfied or discharged or till..... office/Department) NHSRCL certifies that the terms and conditions of Agreement have been fully and properly carried out by the said Contractor(s) and accordingly discharged this guarantee, unless a demand or claim under this guarantee is made on us in writing on or before the.....we shall discharged from all liability under this guarantee thereafter.

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

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

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

Dated this.....day of.....2019.

**Annexure-G**

**FORMAT FOR AFFIDAVIT TO BE SUBMITTED / UPLOADED BY TENDERER  
ALONGWITH THE TENDER DOCUMENTS**

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

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

1. I/we the tenderer (s) am/are signing this document after carefully reading the contents.
2. I/We the tenderer(s) also accept all the conditions of the tender and have signed all the pages in confirmation thereof.
3. I/we hereby declare that I/we have downloaded the tender documents from NHSRCL website www.nhsrcl.in. I/we have verified the content of the document from the website and there is no addition, no deletion or no alteration to the content of the tender document. In case of any discrepancy noticed at any stage i.e. evaluation of tenders, execution of work or final payment of the contract, the master copy available with the NHSRCL shall be final and binding upon me/us.
4. **I/we declare and certify that I/we have not made any misleading or false representation in the forms, statements and attachments in proof of the qualification requirements.**
5. **I/We also understand that my/our offer will be evaluated based on the documents/credentials submitted along with the offer and same shall be binding upon me/us.**
6. I/We declare that the information and documents submitted along with the tender by me/us are correct and I/we are fully responsible for the correctness of the information and documents, submitted by us.
7. I/we understand that if the certificates regarding eligibility criteria submitted by us are found to be forged/false or incorrect at any time during process for evaluation of tenders, it shall lead to forfeiture of the Bid security besides banning of business for a period of up to five year. Further, I/we (insert name of the tenderer) \*\* ..... and all my/our constituents understand. that my/our offer shall be summarily rejected.
8. I/we also understand that if the certificates submitted by us are found to be false/forged or incorrect at any time after the award of the contract, it will lead



to termination of the contract, along with forfeiture of Bid Security/EMD/SD and Performance guarantee besides any other action provided in the contract including banning of business for a period of up to five year.

DEPONENT  
SEAL AND  
SIGNATURE  
OF THE  
TENDERER

**VERIFICATION**

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

DEPONENT  
SEAL AND  
SIGNATURE  
OF THE  
TENDERER

Place:

Dated:

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

**PART-6**  
**BILL OF QUANTITY**

**Bill of Quantities**

S. No	Item No	Item Description	Unit	Quantity	Rate (in Rs.)	Amount (in Rs.)
<b>Schedule-A: USSOR items except Supply of Cement (item no. 033060) and Supply of Reinforcement (item no. 045010)</b>						
1	011010	Earth work in excavation as per approved drawings and dumping at embankment site or spoil heap, within railway land, including 50m lead and 1.5m lift, the lead to be measured from the centre of gravity of excavation to centre of gravity of spoil heap: the lift to be measured from natural ground level and paid for in layers of 1.5m each, including incidental work, as per specifications-in				
2	011011	All kinds of soils	Cum	1060.00	109.36	1,15,921.60
3	011040	Extra for manual compaction of earth, where permitted, with rammers	Cum	700.00	6.65	4,655.00
4	012010	Extra over item 011010 for excavation in foundations for buildings and bridges to cover dressing to neat dimension and plumbing sides etc. Note: Dressing under this item is payable for the total quantity of excavation in foundation and not partly.	Cum	360.00	12.5	4,500.00
5	031010	Providing and laying in position cement concrete of specified proportion excluding cost of cement, centering and shuttering - All works upto Plinth level :				
6	031011	1:3:6 (1 cement : 3 sand : 6 graded stone aggregate 20mm nominal size)	Cum	36.00	1,521.77	54,783.72



**Dy. Chief Project Manager-Civil**

Tender Notice No. NHSRCL/Vadodara/Boundary/2019-20/23  
Construction of boundary wall near Army Rack in Pratapnagar, Vadodara in connection with Mumbai  
Ahmedabad High Speed Rail Project

S. No	Item No	Item Description	Unit	Quantity	Rate (in Rs.)	Amount (in Rs.)
7	041010 041011	Providing and laying in position M 20 Grade concrete for reinforced concrete structural elements but excluding cost of centering, shuttering, reinforcement and Admixtures in recommended proportion (as per IS:9103) to accelerate, retard setting of concrete, improve workability without impairing strength and durability as per direction of Engineer in charge 041011:- All work upto plinth level, including raft foundation of washable aprons, HS tank, pile cap, footings of FOB, and Platform shelter etc.	Cum	130.05	1,931.52	2,51,194.176
8	043010	Providing, hoisting and fixing in position upto floor two level M20 Grade precast RCC work including setting in cement mortar 1:3 (1 cement : 3 coarse sand) and finishing smooth with 6mm thick cement plaster 1:3 (1 cement : 3 fine sand) on exposed surfaces complete including cost of centering, shuttering, finishing, Admixtures in recommended proportion (as per IS:9103) to accelerate, retard setting of concrete, improve workability without impairing strength and durability, excluding cost of cement and steel reinforcement, as per				



**Dy. Chief Project Manager-Civil**  
उप मुख्य परियोजना प्रबंधक-सिविल  
National High Speed Rail Corporation Ltd.  
राष्ट्रीय उच्च गति रेल निगम लिमिटेड  
वडोदरा / Vadodara

Tender Notice No. NHSRCL/Vadodara/Boundary/2019-20/23  
Construction of boundary wall near Army Rack in Pratapnagar, Vadodara in connection with Mumbai  
Ahmedabad High Speed Rail Project

S. No	Item No	Item Description	Unit	Quantity	Rate (in Rs.)	Amount (in Rs.)
		approved plan & direction of Engineer in-charge.				
9	043016	In vertical and horizontal fins individually or forming box louvers	Cum	76.48	6,025.47	4,60,827.946
10	043020	Providing, hoisting and fixing in position M 25 Grade Reinforced cement concrete in Precast standard Platform wall sections, including the cost of centering, shuttering, finishing, Admixtures in recommended proportion (as per IS 9103) to accelerate, retard setting of concrete, improve workability without impairing strength and durability but excluding the cost of cement and steel reinforcement, as per approved plan & as per direction of the Engineer incharge.	Cum	43.20	2418.29	1,04,470.128
11	186010	Dismantling steel work in single sections including dismembering & stacking within 50m lead				
12	186011	R.S. joists/Rails	Kg	72800.00	0.84	61,152.00
13	021150	Leading miscellaneous materials such as iron work, rails, fittings & fastenings, pipes, wooden logs, stones over pitching stone size, RCC/PCC beams / slabs etc and all similar articles (each individual article or bundle being not more than 3.5 metres long in the longest direction) including all loading, unloading and stacking, lead over	MT	73.00	108.05	7887.65





Tender Notice No. NHSRCL/Vadodara/Boundary/2019-20/23  
Construction of boundary wall near Army Rack in Pratapnagar, Vadodara in connection with Mumbai  
Ahmedabad High Speed Rail Project

S. No	Item No	Item Description	Unit	Quantity	Rate (in Rs.)	Amount (in Rs.)
		500m and upto 10 km. Note : Lead under this item is payable when the same exceeds 500m.				
14		Miscellaneous			4,00,000.00	4,00,000.00
<b>Total Amount of Schedule A =</b>						<b>14,65,392.22</b>
<b>Schedule-B: Supply of Cement (item no. 033060)</b>						
15	033060 033062	Supply and using cement at worksite: 033062:- OPC 53 grade	Tonne	61.78	4,830.00	2,98,378.08
<b>Total Amount of Schedule B =</b>						<b>2,98,378.08</b>
<b>Schedule-C: Supply of Reinforcement (item no. 045010)</b>						
16	045010	Supplying Reinforcement for R.C.C. work including straightening, cutting, bending, placing in position and binding all complete.				
17	045014	High Yield strength deformed bars (HYSD)	Kg	15744.82	57.94	9,12,255.089
<b>Total Amount of Schedule C =</b>						<b>9,12,255.089</b>
<b>Grand Total =</b>						<b>26,76,025.39</b>

**Note:**

- 1) TDS as applicable shall be deducted from the bills of the agency.

Signature of Tenderer

Date:-\_\_\_\_\_

**Part-7**

**OFFER SHEET**

Sr. No.	Schedule	Cost of schedule in Rs. Ps.	RATE QUOTED BY THE TENDERER	
			In Figures	In Words
1	Schedule-A: USSOR items except Supply of Cement (item no. 033060) and Supply of Reinforcement (item no. 045010)	14,65,392.22	<hr/> %age Above/Below/At par*	<hr/> %age Above/Below/At par*
2	Schedule-B: Supply of Cement (item no. 033060)	2,98,378.08	<hr/> %age Above/Below/At par*	<hr/> %age Above/Below/At par*
3	Schedule-C: Supply of Reinforcement (item no. 045010)	9,12,255.089	<hr/> %age Above/Below/At par*	<hr/> %age Above/Below/At par*

\* Strike whichever is not applicable (above/ below/ At par)

**NOTES:-**

1. If the tenderer is not clearly mentioning that the rates "Above, Below or At Par", or kept blank then the rates shall be considered as ambiguous. and the offer will be summarily rejected.
2. In case of any discrepancy in the quoted rates in between the rates quoted in words and figures, the rates quoted on lower side shall be considered.



**Dy. Chief Project Manager-Civil**

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National High Speed Rail Corporation Ltd.  
राष्ट्रीय उच्च गति रेल निगम लिमिटेड  
वडोदरा / Vadodara

Signature of Tenderer

3. The agency must not have been debarred / blacklisted by any Govt. sector/PSUs/bilateral and multilateral agency. Tenderer should submit a notarised affidavit in support of above declaration
4. The above rates are inclusive of Goods and Service Tax (GST).

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

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

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

**END OF DOCUMENT**