

National High Speed Rail Corporation Limited (NHSRCL)

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



**CONSTRUCTION OF PROTECTION STRUCTURE FOR
UNDERGROUND HYDROCARBON PIPELINES IN PROPOSED
SURAT DEPOT LOCATION OF MUMBAI-AHMEDABAD HIGH SPEED
RAIL (MAHSR), IN NIYOL VILLAGE, SURAT.**

Tender No.: NHSRCL/MA/ST/04/CE/CULVERT-Surat Depot/2019-20


**TENDER DOCUMENT
(Two Packet System)**

(Top Sheet, Notice Inviting Tender, Instruction to Tenderers, Form of
Bid, GCC, TOR, Special Condition, Annexures, Formats, Declarations,
Tender Drawings, BOQ, Offer Sheet)

2019-20

National High-Speed Rail Corporation Limited
#1001-1006, Swastik Universal, Building-B, Opp. Central Mall,
Dumas Road, Rundh, Surat – 395007.

Volume – 1


सतीश कुमार चौरसिया / Satish Kumar Chourasiya
उप मुख्य परियोजना प्रबंधक (जनसद) / Dy. Chief Project Manager (Civil)
राष्ट्रीय हाईस्पीड रेल निगम लिमिटेड
National High Speed Rail Corporation Limited
सुरत / Surat.

Notice Inviting Tender: -

Name of work -:	CONSTRUCTION OF PROTECTION STRUCTURE FOR UNDERGROUND HYDROCARBON PIPELINES IN PROPOSED SURAT DEPOT LOCATION OF MUMBAI-AHMEDABAD HIGH SPEED RAIL (MAHSR), IN NIYOL VILLAGE, SURAT
Earnest money Deposit -:	Rs. 1,50,400/-
Tender Fees -:	Rs. 5,900.00 (Including 18 % GST)
Completion period -:	04 Months
Validity of offer -:	90 Days
Type of Tender -:	Open Tender
Pre-bid Meeting date-:	19.12.2019 @ 1100 hrs
Tender closing date -:	30.12.2019 @ 1500 hrs
Tender opening date -:	30.12.2019 @ 1530 hrs
Place of Pre-bid Meeting, submission & opening of Tender -:	Office of Chief Project Manager, National High-Speed Rail Corporation Ltd, 1001-1006, Swastik Universal, Building-B, Opp. Central mall, Dumas road, Rundh, Surat-395007
Contact Details, For any query & information -:	Mobile No. 9725218502, Email:- dycpmciv2.st@nhsrcl.in

(a) Tenderer(s) may note that tender documents consist Volume-1 and Volume-2. The total document is to be downloaded from website for submission of the offer otherwise the document will be treated as incomplete and therefore invalid. However, **Appendix 08000-1: Safety, Occupational Health and Environment Management Manual need not be submitted along with the bid, for which undertaking is being covered in Annexure-1, Letter of technical bid/ Form of bid.**

(b) 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 will be taken against the bidder.

(c) The NHSRCL on its own or in response to any clarification requested or suggested by any person including that of the tenderer may modify/cancel the tender document at its sole discretion before the due date & time of closure of issue of tender documents. ***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 NHSRCL will not consider the offers downloaded from website if offer is not submitted in updated tender documents.

d) Sealed tender offers as per the two packet system should reach our mentioned office address, latest by tender closing date and time mentioned in the above table and will be opened on the same day. 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 will not be responsible for any delay/ loss/ mis-delivery of tender documents.



e) Bidder requiring any clarification of the Bidding Documents shall contact the Employer in writing at the Employer's address specified above or raise his enquiries during the pre-bid meeting if provided for the same in tender. The Employer will respond in writing to any request for clarification, provided that such request is received no later than seven (7) days prior to the deadline for submission of Bids.

f) JV/Consortium is not allowed in this tender.

g) The Employer publish its response at www.nhsrcl.in & "<https://eprocure.gov.in/epublish/app>"

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

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Sr. No.	Description
1.	Volume-1
2.	NIT
3.	Instruction to Tenderers and Conditions of tender
4.	Special Conditions/Specifications of Contract – Part 1
5.	Special Conditions/Specifications of Contract – Part 2
6.	Goods & Service Tax (GST) Act – 2017
7.	Conditions for USSOR-2011 Items of Schedule- I : Specifications of cement
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9.	Special Conditions/Specifications of Contract – Part 3
10.	Technical bid formats : Form- TB1 to TB8
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14.	Volume-2
15.	Letter of Price Bid
16.	Financial offer and Bill of quantities



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National High Speed Rail Corporation Limited
सुरत / Surat.

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NATIONAL HIGH-SPEED RAIL CORPORATION LIMITED SURAT

Tenders are invited by National High-Speed Rail Corporation Ltd (NHRCL) 1001-1006, Swastik Universal, Building-B, Opp. Central mall, Dumas road, Rundh, Surat-395007 for the following work -:

Sr. No.	Name of Work & Tender No.	Earnest money to be deposited (In Rs.)	Date and time for submission of tender and opening of tender	Web site particulars and notice for location where complete details can be seen etc.
1	<p>Tender No: <u>NHRCL/MA/ST/04/CE/CULVERT-Surat Depot/2019-20</u></p> <p>Construction of protection structure for underground hydrocarbon pipelines in proposed Surat depot location of Mumbai-Ahmedabad high speed rail (MAHSR), in Niyol village, Surat</p>	1,50,400/-	<p>Tender closing -: 30.12.2019 @ 1500 hrs</p> <p>Tender opening-: 30.12.2019 @ 1530 hrs</p>	<p>Tender documents can be downloaded from www.nhrcl.in link – Tender from 07.12.2019 onwards</p> <p>Office of Chief Project Manager, National High-Speed Rail Corporation Ltd, 1001-1006, Swastik Universal, Building-B, Opp. Central mall, Dumas road, Rundh, Surat-395007</p>



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1. INSTRUCTIONS TO TENDERERS AND CONDITION OF TENDER.

The following documents form part of Tender/ Contract: -

- a) Notice Inviting Tender.
- b) Instructions to Tenderers.
- c) Tender Form
- d) Special Conditions/ Specification.
- e) Schedule of approximate quantities (BOQ) - Volume-2.
- f) 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.
- g) Unified Standard Schedule of Rates 2019 & 2011 (Works & Materials) for Western Railway & Unified Standard Specifications (Works & Materials) Vol. I & II of 2019 & 2010 with latest amendments. Copy can be obtained on prescribed payment, from the office of the Chief Engineer, Western Railway Churchgate- Mumbai 400020. DSR-2018 and its specifications shall also be consider as part of tender.
- h) Tender Drawings.

2. DRAWING FOR THE WORK.

Detailed drawing for the work can be seen in the office of the Chief Project Manager, National High-Speed Rail Corporation Limited (NHSRCL), Surat at any time during the office hours. These drawings are only for the guidance of contractors. However, some indicative drawings are attached for reference purpose.

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.
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.



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5. INSPECTION OF SITE BEFORE TENDERING ETC.

The Tenderer (s) can 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 to 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

(a) The tender documents to be downloaded from the official website of National High-Speed Rail Corporation Limited www.nhsrcl.in and CPC website. 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.

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

(b) 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 AND SECURITY DEPOSIT: -**(A) EARNEST MONEY**

(a) Bid must be accompanied by an Earnest Money Deposit of RS. **1,50,400/-** by a crossed Demand Draft/Banker's Cheque/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 Surat. EMD/Bid security from Co-operative bank is not allowed. 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 Surat. **Bid received without Earnest Money shall be summarily rejected.**

(b) 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

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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 resale from his offer or modify the terms and conditions thereof in manner not acceptable to the NHRCL should the Tenderer fails to observe or comply with the foregoing stipulation, the aforesaid amount shall be liable to be forfeited to the NHRCL.

- (c) 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 NHRCL 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.
- (d) 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 fails/contractors fail to execute Agreement Bond within seven days after receipt of notice issued by the NHRCL that such documents are ready or to commence the work within Fifteen days after receipt of orders to that effect.
- (e) In case the bidder is registered as a vendor under the category of Micro, Small and Medium enterprises (MSME), he must state his Udyog Aadhar Memorandum (UAM) number. The onus of proving that the bidder is exempted from payment of cost of tender document and/or EMD lies on the bidder. It should be noted that mere opening of bid does not mean that the bid has to be considered by NHRCL as a valid bid. If later, it is discovered from the submitted documents that bidder is not exempted from payment of cost of tender and/or EMD, his bid shall be treated as non-responsive and is liable to be rejected summarily.

(f) Releasing of EMD

Following procedure shall be applicable for releasing of EMD.

- (i) The Earnest Money submitted by all the tenderers except L1, shall be released within 21 days after the acceptance of the offer of L1.
- (ii) 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 holding negotiations.
- (iii) 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.

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(B) SECURITY DEPOSIT: -

- (1) The Earnest Money deposited by the Contractor with his tender will be retained by the NHRCL 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 NHRCL 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.
- (2) Unless otherwise specified in the special conditions, if any the Security Deposit/rate of recovery/mode of recovery shall be as under: -
- (a) Security Deposit for each work should be 5% of the contract value.
- (b) The rate of recovery should be at the rate of 10% of the bill amount till the full security deposit is recovered.

Security Deposit shall be returned to the contractor after the physical completion of the work as certified by the competent Authority and after completion of maintenance period (Six months). The Competent Authority shall normally be the authority who is competent to sign the contract. If this Competent Authority is of the rank lower than JA Grade, then a JA Grade Officer (concerned with the work) should issue the certificate. 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 NHRCL against the contract concerned. Before releasing the SD, an unconditional and unequivocal no claim certificate from the contractor concerned should be obtained.

- (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 (1) of this clause will be payable with interest accrued thereon.

NOTE:-

- (i) 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.
- (ii) 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.
- (iii) 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.



9. **RIGHTS OF NHRCL TO DEAL WITH TENDERS:** -The authority for the acceptance of the Tender will rest with the NHRCL. In normal circumstances, bid of the lowest offer/quoted amount shall be accepted. However, 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 NHRCL 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 NHRCL 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 NHRCL 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 NHRCL shall deem such Tender as cancelled, unless the firm retains its character.

12. MINIMUM ELIGIBILITY CRITERIA AND TENDERER'S CREDENTIALS:

12.1 Technical Eligibility Criteria:

(a) The tenderer must have successfully completed following during last 03 (three) years, ending 30/11/2019:

"One similar work costing not less than the amount **equal to 60 lacs**. In this one similar work, cost of piling alone should not be less than Rs. 25 lacs as specified in definition of similar work in clause 37.2 below."

12.2 Financial Eligibility Criteria: The tenderer must have received contractual payments in the previous three financial years and the current financial year upto the date of opening of tender, at least **Rs. 1.5 Crores**. The tenderers shall submit Certificates to this effect which may be an attested Certificate from the concerned department / client and/or Audited Balance Sheet duly certified by the Chartered Accountant etc.

(As per para No 10 (10.1 to 10.4) of tender form (Second Sheet) of new GCC Nov.2014)

Similar work - "Civil engineering works involving construction of Bored cast in situ RCC minimum 80 nos. of piles having minimum 450 mm dia using hydraulic piling rig including construction of pile caps, Raft, RCC slabs etc."

The tenderer is required to submit proof as how they meet the eligibility criteria for the tendered work. In case they do not submit any proof for the same, the offer will be considered incomplete and will be summarily rejected.

Non-compliance with any of the conditions as above is liable to result in the tender being rejected. In support of their credentials, the tenderers should submit following documents along with their tenders.

- a.) Certificates and testimonials regarding contracting experience for the type of job for which tender is invited with list of works carried out in the past.
- b.) Certificates which may be an attested Certificate from the client, Audited Balance Sheet duly certified by the Chartered Accountant, form 26AS etc. regarding contractual payments received in the past.
- c.) A copy of notarized affidavit on a non-judicial stamp paper stating that they are not liable to be disqualified and all their statements/documents submitted along with bid are true and factual. Standard format of the affidavit to be submitted by the bidder is enclosed. **Non submission of a copy of notarised affidavit by the bidder shall result in summarily rejection of his/their bid.** It shall be mandatorily incumbent upon the tenderer to identify, state and submit the supporting documents duly self-attested by which they/he are/is qualifying the Qualifying Criteria mentioned in the Tender Document.
- d.) List of Personnel, Organization available on hand and proposed to be engaged for subject work.
- e.) List of plant & Machinery available on hand (own) and proposed to be inducted (own and hired to be given separately) for the subject work.
- f.) List of works completed in the last three financial years and current financial year 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 etc. should also be given.

- g.)** 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.
- h.)** Note:
- 1.h.1. Supportive documents/ certificates from the organizations with whom they have worked/are working should be enclosed.
- 1.h.2. 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)
- 1.h.3. 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.
- i.)** In case of any information submitted by tenderer is found to be false forged or incorrect at any time during process for evaluation of tenders, it shall lead to forfeiture of the tender Earnest Money Deposit besides banning of business.
- j.)** In case of any information submitted by tenderer is found to be false forged or incorrect after the award of contract, the contract shall be terminated. Earnest Money Deposit (EMD), Performance Guarantee and Security Deposit available with the NHSRCL shall be forfeited. In addition, other dues of the contractor, if any, under this contract shall be forfeited and agency shall be banned for doing business.

In case of items 'f' and 'g' above, supportive documents/certificates from the organizations with whom they have worked/are working should be enclosed. "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) .

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.

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)

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 NHSRCL will not be bound by any power of Attorney granted by the Tenderer or by changes in the composition of the firm made subsequent 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 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:

- (a) 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.
- (b) The successful bidder shall submit the Performance Guarantee (PG) in any of the following forms, amounting to 5% of the contract value:
- (i) Government Securities including State Loan Bonds at 5% below the market value;
- (ii) 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;
- (iii) Guarantee Bonds executed or Deposits Receipts tendered by all Scheduled Banks;
- (iv) A Deposit in the Post Office Saving Bank;
- (v) A Deposit in the National Savings Certificates;
- (vi) Twelve years National Defence Certificates;
- (vii) Ten years Defence Deposits;
- (viii) National Defence Bonds and
- (ix) Unit Trust Certificates at 5% below market value or at the face value whichever is less. Also, FDR in favour of NHSRCL (free from any encumbrance) may be accepted.
- (c) The Performance Guarantee shall be submitted by the successful bidder after the Letter of Acceptance (LOA) has been issued, but before signing of the contract agreement. This P.G. shall be initially valid 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.

- (d) (i) 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 NHRCL, shall be returned to contractor as per their request duly safeguarding the interest of NHRCL.

- (ii) The procedure to release "Excess PG available with NHRCL with respect to required PG for decreased contract value" will be as under:

- (a) Contractor shall submit his request to release current PG, along with submission of a revised PG of requisite amount as notified / communicated by NHRCL, 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.
- (b) NHRCL shall duly verify and confirm the genuinely of revised PG as per concurrent guidelines.
- (c) After conformation regarding genuinely of revised PG of requisite value, earlier PG can be released.
- (d) 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 bi II based on 'No Claim Certificate' from the contractor.
- (e) 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.



(f) 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 :

(i) 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.

(ii) Failure by the contractor to pay to NHRCL 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

(iii) 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 self-attested certificate, audited balance sheet duly certified by Chartered Accountant etc.

18. TENDER DOCUMENTS ARE NOT TRANSFERABLE.

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

20. Submission and Opening of Bids

21. Type of Bid Two packet system

22. The procedure for submission and marking of bids

22.1. The bid shall be submitted in the Two-packet system.

22.2. The bid must be sealed as mentioned below:

22.a.1. **Cover-A:** Tender fee / Tender Fee receipt and Earnest Money Deposit.

22.a.2. **Cover-B: Technical bid** Comprising of Form of bid/ Letter of Technical bid, documents listed, Tenderer Credentials, other documents as required as per the Tender conditions etc.

22.a.3. **Cover-C: Financial Bid** Comprising of Letter of Price bid along with duly filled Bill of Quantities/Offer sheet.

22.a.4. The above three covers must be sealed in a single large Envelope and must be marked the Tender No, Tender Name and Opening date & time.

b.) All the Envelopes must be marked as follows:

22.b.1. Cover-A:

Tender No.:		
Tender Name:		
Cover-A: Tender Fee & EMD		
To,	NHSRCL's	Address
	mentioned in NIT	
From:		
Bidder's Name & Address		

22.b.2. Cover-B:

Tender No.:		
Tender Name:		
Cover-B: Technical Bid (Volume-1)		
To,	NHSRCL's	Address
	mentioned in NIT	
From:		
Bidder's Name & Address		



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22.b.3. Cover-C:

Tender No.:

Tender Name:

**Cover-C: Financial Bid
(Volume-2) (must be opened Separately)**To,
NHSRCL's Address
mentioned in NIT

From:

Bidder's Name & Address

22.b.4. Large outer envelope:

Tender No.:

Tender Name:

Opening Date & Time: As per NIT or subsequent
Corrigendum/ AddendumsTo,
NHSRCL's Address
mentioned in NIT

From:

Bidder's Name & Address

**23. Documents to
be submitted
by the Bidder**

a.) The bidder has to submit the following documents along with

Cover-A

23.a.1. Tender fee

23.a.2. Earnest Money Deposit

Cover-B23.a.3. Tender documents duly signed by the authorized
signatory

23.a.4. Self-certified copy of GST Certificate

23.a.5. Self-certified copy of Pan Card

23.a.6. Bank details along with cancelled cheque

23.a.7. A copy of authorisation letter/ Power of Attorney of
authorised signatory.23.a.8. The bidding firm has to give an **affidavit** stating that
all the documents submitted are true and correct in the

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format attached. If the certificates regarding eligibility criteria submitted are found to be forged/false or incorrect, the action shall be taken.

- 23.a.9. The bidding firm has to give a **self-certificate** to the effect that it has not been blacklisted by any Central Ministry/ Department/ PSUs or Banks, etc. The certificate has to be submitted along with the tender documents. If it is subsequently established or found that the bidding firm has given any false information or facts or has suppressed facts or manipulated the documents, etc., the bid security or the Performance Deposit, as the case may be, will be forfeited and no excuse what so ever will be entertained there for.
- 23.a.10. Credentials in support of work experience and financial requirements stated in tender in prescribed format.
- 23.a.11. All annexures, declarations, forms etc. duly filled and signed.

Cover-C

- 23.a.12. Letter of Price bid and duly filled Bill of Quantities.

Evaluation and Award of Contract

24. **Procedure of Opening and Evaluation of Bid**
- a.) On scheduled date of opening of Tender offer document, Cover-A & Cover-B will be opened.
- b.) After the finalization of technical bids, financial bids i.e. Cover-C of only successful eligible tenderers will be opened. The date of the same will be intimated afterwards.
- c.) In case of unsuccessful firm in either Cover-A or Cover-B, the sealed Cover-C containing the Financial bid will not be opened at all, and will be returned back, treating it as invalid.
25. **Correction of Arithmetical Errors**
- a.) Provided that the bid is substantially responsive, the Employer shall correct arithmetical errors on the following basis:
- 25.a.1. if there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected, unless in the opinion of the Employer there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price shall be corrected;

- 25.a.2. if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and
- 25.a.3. if there is a discrepancy between words and figures, the amount in words shall prevail.
- b.) Bidders shall be requested to accept correction of arithmetical errors. Failure to accept the correction, shall result in the rejection of the Bid.
- 26. Notification of Award**
- a.) Prior to the expiration of the period of Bid validity, the Employer shall notify the successful Bidder, in writing, that its Bid has been accepted. The notification letter (hereinafter and in the Conditions of Contract and Contract Forms called the "Letter of Acceptance") shall specify the sum that the Employer will pay the Contractor in consideration of the execution and completion of the Works (hereinafter and in the Conditions of Contract and Contract Forms called "the Accepted Contract Price").
- b.) Until a formal contract is prepared and executed, the Letter of Acceptance along with all the tender conditions and corrigendum shall constitute a binding Contract.

Signature of Tenderer(s)

Dated:

National High-Speed Rail Corporation Ltd,
1001-1006, Swastik Universal, Building-B,
Opp. Central mall, Dumas road, Rundh,
Surat- 395007.



SPECIAL CONDITIONS / SPECIFICATIONS OF CONTRACT Part-1

1. The special conditions and the work schedule shall cover 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 Surat 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 NHSRCL.
6. Tenders not accompanied with proper Earnest Money Deposit in the recognize manner will be summarily rejected.
7. The NHSRCL Administration reserves the right to accept the tender in whole or part or may reject the same.
8. The tenderer is requested to sign all the pages of the tender documents.
9. 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.
10. 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 NHSRCL.
11. **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 NHSRCL 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.



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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.

12. 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 person's.
13. 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.
14. 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).
15. **Use of NHSRCL Land:** - Use of NHSRCL 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 NHSRCL, 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 NHSRCL 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 NHSRCL for getting possession of land.
16. **Use of Private Land:** -The Contractor will have to make his/their own arrangement for use of private land outside NHSRCL 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.
17. **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.



सतीश कुमार चौरसिया / Satish Kumar Chourasiya
 उप मुख्य परियोजना प्रबंधक (जनपद) / Dy. Chief Project Manager (Civil)
 राष्ट्रीय हाईस्पीड रेल निगम लिमिटेड
 National High Speed Rail Corporation Limited
 सुरत / Surat.

18. **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.
19. **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.
20. **DEDUCTION FOR INCOME TAX:** - The NHRCL will deduct 2% of Income Tax or rates as applicable on the gross of each bill while making payment to the contractors. The settlement of Income Tax should be made with the Income Tax authorities.
21. **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 in authorized by engineer.
22. **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.
23. **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.
24. **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.
25. **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.
26. **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.
27. **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.
28. **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.

29. 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.

30. CARE OF STAFF: - No quarters will be provided by the NHSRCL 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 NHSRCL 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 NHSRCL. If the contractor fails to make adequate medical, sanitary arrangements the same will be provided by the NHSRCL the cost thereof being recovered from the contractor.

31. 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.

32. 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.

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- 33. 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.
- 34. 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).
- 35. MEASUREMENTS IN METRIC UNITS:** - Measurement and payment will be made in metric units.
- 36. 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.

37. Safety at work site.

Instructions issued in SHE manual of NHRCL is required to be followed before/during the execution of the work.

Instructions issued in **Appendix 08000-1: Safety, Occupational Health and Environment Management Manual**, which is attached with the tender document, is required to be followed before/during the execution of the work.

Method statement of construction of pile, raft/slab & any other structural component apart from all permanent and temporary works and activities like excavation, backfilling, welding, cutting, etc. to be submitted for this work of protection structure. Method statement shall cover all aspects of construction apart from quality system, safety compliance, deployment of engineer & manpower, their responsibilities, planning and scheduling.



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राष्ट्रीय हाईस्पीड रेल कॉर्पोरेशन लिमिटेड
National High Speed Rail Corporation Limited
सुरत / Surat.

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38. Payment Terms and Conditions :

One third of the total piles must be completed along with successful pile integrity testing before submission of first RA bill and their after monthly RA bills shall be submitted.

Address: -

.....

.....

Signature of Tenderer

Dated: -



सतीश कुमार चौरसिया / Satish Kumar Chouraslya
उप मुख्य परियोजना प्रबंधक (जलपद) / Dy. Chief Project Manager (CMI)
राष्ट्रीय हाईस्पीड रेल निगम लिमिटेड
National High Speed Rail Corporation Limited
सुरत / Surat.

Signature of Tenderer

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National High-Speed Rail Corporation Limited

Description of work	Earnest money to be deposited (In Rs.)
<u>NHRCL/MA/ST/04/CE/CULVERT-Surat Depot/2019-20</u> Construction of protection structure for underground hydrocarbon pipelines in proposed Surat depot location of Mumbai-Ahmedabad high speed rail (MAHSR), in Niyol village, Surat	1,50,400/-

NOTE: -

1. The administration reserves the right to increase or decrease the work to be carried out.
2. 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: -



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National High Speed Rail Corporation Limited
सुरत / Surat.

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39. 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) Conditional offers / offers with deviations, without shall be considered as "incomplete" and shall be summarily rejected."

Address: -

.....
.....

Signature of Tenderer
Date:-



सतीश कुमार चौरसिया / Satish Kumar Chourasiya
उप मुख्य परियोजना प्रबंधक (कलपद) / Dy. Chief Project Manager (Civil)
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National High Speed Rail Corporation Limited
सुरत / Surat.

Signature of Tenderer

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SPECIAL CONDITIONS & SPECIFICATION OF CONTRACT PART- 2

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.
- 1.2** In 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;**
- (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 FA&CAO / FA&CAO(C) and approval of General Manager.



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 NHRCL officer not less than rank of S.A. Grade 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. deleted

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.



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Page | 27 उप मुख्य परियोजना प्रबंधक (जनपद) / Dy. Chief Project Manager (Civil)

राष्ट्रीय हाईस्पीड रेल निगम लिमिटेड

National High Speed Rail Corporation Limited

सुरत / Surat.

Signature of Tenderer

(66)

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 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), Surat 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 employed 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 NHRCL full security for all cost for which NHRCL 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 NHRCL sanitary facilities exist; contractor(s) will be required to pay cess charges as per rules in force on the NHRCL from time to time.
(b) For labour working between stations or at isolated place where NHRCL 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 NHRCL 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.



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(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. Deleted

14. 'A'. Clause 26A to GCC: Deployment of qualified Engineers at works sites by the contractor.

In item of provision of new clause 26A1 of General Conditions of contract vide Railway Board letter No.2012/CE-I/CT/0/20 dated 10.05.2013 circulated vide PCE/CCG letter No.W/118/0 Vol.V (W6) dated 03.06.2013, the contractor shall employ qualified graduate engineer or qualified diploma holder engineer during the execution of work as per below:

(a) One qualified graduate engineer when cost of work to be executed is Rs.200 lakhs and above, and

(b) One qualified diploma holder engineer when cost of work to be executed is more than Rs.25 lakhs, but less than Rs.200 lakhs.

In case the contractor fails to employ the qualified engineer, as aforesaid in Para 14A (a) & (b) above, he, in terms of provisions of clause 26A.2 to the General conditions of contract, shall be liable to pay an amount of Rs.40,000 and Rs.25,000 for each month or part thereof for the default period for the provisions, as contained in Para 14A (a) and (b) above respectively.

The contractor would be required to furnish the name, with complete bio data including the work experience of the Engineer/Supervisor to the Divisional/Executive Engineer in charge of work, for his approval.

The technical supervisor given above shall be available at site during the execution of work to ensure quality, quantity of work as also ensure safety as work site and that of the workers and whenever required by the Engineer in charge, to take instructions.

The Assistant Engineer shall record in the measurement book in each running bill/final bill, the certificate to the effect that the contractor has employed the requisite technical Engineer/Supervisor as per the norms stipulated in the contract and for his/their absence necessary recovery has been made from the contractor's bill.

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



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राष्ट्रीय हाईस्पीड रेल निगम लिमिटेड

National High Speed Rail Corporation Limited

सुरत / Surat.

Signature of Tenderer

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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 NHSRCL whether in connection with any work being executed by the Contractor or otherwise for the purpose of the NHSRCL 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 NHSRCL, such money shall be deemed to be moneys payable to the NHSRCL by the Contractor and on failure by the Contractor to repay the NHSRCL any moneys paid by it as aforesaid within seven days after the same shall have been demanded, the NHSRCL shall be entitled to recover the same from any moneys due or accruing to the contractor under this or any other Contract with the NHSRCL.

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 NHSRCL 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.



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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 license 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 fulfil 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 be withstanding the provision of the aforesaid Act and Rule wherever applicable. The contractor shall not be withstanding 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 **NHSRCL 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 NHSRCL due to the contractor's failure to fulfil his statutory obligations under the aforesaid Act and Rules the NHSRCL 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 NHSRCL under section 20, sub section (2) and section 21, sub section(4) of the aforesaid Act, the NHSRCL shall be at liberty to recover such amount or part thereof by deducting the security deposit and/or from any sum due by the NHSRCL to the contractor whether the contractor or otherwise.

18.6 The NHSRCL 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 NHSRCL might become liable in contesting such claim. The decision of the NHSRCL 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

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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 NHSRCL 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

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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 equipment's 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.
- 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



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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 engineer within 30 days of getting the decision of the engineer, supported by analysis of the rates claimed. The Chief Engineer'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. 

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41. 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 tenderer(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 is required to be submitted by the contractors before signing of contract agreement in the format provided.

Address: -

.....

.....

Signature of Tenderer

Dated: -



सतीश कुमार चौरसिया / Satish Kumar Chourasiya

उप मुख्य परियोजना प्रबंधक (जनपद) / Dy. Chief Project Manager (Civil)

राष्ट्रीय हाईस्पीड रेल निगम लिमिटेड

National High Speed Rail Corporation Limited

सुरत / Surat.

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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.



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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.
- (ii) The 'on account/final contract certificate' shall be prepared by the Railway on the basis of quantity of work executed and agree mental rates, duly segregating the GST component as detailed in para (iii) below.
- (iii) Since the agree mental 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 agree mental 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.
- (v) Once the 'on account/final contract certificate' is prepared by NHRCL 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 under GST Act. The sample GST compliant invoice is annexed herewith.
- (vi) In case contractor is liable to be registered under GST Act, NHRCL shall pay to the Contractor 'Gross amount of work executed' (i.e. "Z" as mentioned in para 3A(III)above) duly deducting all other leviabale taxes like I/Tax, labour cess, royalty etc. as applicable. Contractor shall be liable to pay 'GST amount' to respective authority himself. Whereas, NHRCL shall deposit all other taxes deducted to concerned authority as is being done presently.
- (vii) 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 leviabale taxes like I/Tax, labour cess, royalty etc. as applicable. NHRCL shall deposit 'GST amount' as well as all other taxes deducted to concerned authority.

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(viii) 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.



CONDITIONS FOR USSOR-2011 ITEMS OF SCHEDULE- I
SPECIFICATION OF CEMENT

- (A) The cement used shall be any of the following and type selected should be appropriate for the intended use.
- (i) 33 Grade Ordinary Portland Cement conforming to IS:269
 - (ii) 43 Grade Ordinary Portland Cement conforming to IS:8112
 - (iii) 53 Grade Ordinary Portland Cement conforming to IS:12269
 - (iv) Rapid hardening Portland Cement conforming to IS:8041
 - (v) Portland slag cement conforming to IS:455
 - (vi) Portland pozzolana Cement (Fly ash based) conforming to IS:1489(Part-1)
 - (vii) Portland pozzolana Cement (calcined clay based) conforming to IS:1489(Part-2)
 - (viii) Hydrophobic Cement Conforming to IS:8043
 - (ix) Low heat Portland cement conforming to IS:12600
 - (x) Sulphate resisting Portland cement conforming to IS:12330

Note:-Portland pozzolana Cement shall not be used for PSC Works.

- (B) 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.
- (C) Every delivery of cement shall be accompanied by a producer's certificate confirming that the supplied cement confirms to relevant specification. These certificates shall be endorsed to the Engineer for his record. Certified copy of the same shall be submitted to NHRCL office along with running bills/final bills.
- (D) 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.
- (E) 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.

- (F) 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/tarpaulin, 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.
- (G) 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 NHSRCL office along with running bills/final bills.
- (H) 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 accept by the Engineer in Charge without cash memo. Certified copy of the same shall be submitted to NHSRCL along with running bills/final bills.
- (I) 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.
- (J) 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.
- (K) Cement consumption register shall be meticulously maintained giving quantity of work done/consumption of cement of each day.
- (L) Cement bags left after completion of work shall be taken away by the contractor and Railway shall not make any payment against these bags.

SPECIFICATION OF STEEL ITEMS
REINFORCEMENT STEEL (TMT BARS) AND STRUCTURAL STEEL

- (A) 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.
- (B) 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".
- (C) 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.
- (D) 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.
- (E) Structural steel work shall conform to the requirement as specified in Indian Railway Unified Standard Specifications (Works and Materials) Vol. I & II.
- (F) 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.
- (G) 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.
- (H) 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.
- (I) 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.
- (J) 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.
- (K) 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.
- (L) Formwork/ shuttering shall be of structural steel/ plywood only. Wooden shutters shall not be allowed. Shuttering oil shall be applied. Shutter surfaces should be smooth before use. Side shutter shall be of sacrificial in nature, if plywood is used.



सतीश कुमार चौरसिया / Satish Kumar Chourasiya

उप मुख्य परियोजना प्रबंधक (जनपद) / Dy. Chief Project Manager (Civil)

राष्ट्रीय हाईस्पीड रेल निगम लिमिटेड

Page | 42 National High Speed Rail Corporation Limited

सुरत / Surat.

Signature of Tenderer

(51)

SPECIAL CONDITIONS & SPECIFICATION OF CONTRACT PART- 3
(SPECIFICATIONS AND SCOPE OF WORK)

Name of work: - Construction of protection structure for underground hydrocarbon pipelines in proposed Surat depot location of Mumbai-Ahmedabad high speed rail (MAHSR), in Niyol village, Surat.

This work broadly includes the following works at above said location.

- i) Casting of specified protection structure/culvert strictly by RMC as per approved mix design.
- ii) Construction of specified protection structure/culvert including piles, beams, slabs, excavation, backfilling etc. by cut and cover method.
- iii) Necessary clearance in construction to be attained and works to be executed according to formation levels.

ADDITIONAL SPECIAL CONDITION

1. The tenderers are expected to have visited the site to assess the nature of the soil, depth and variation of the sub soil water and the problems that are likely to be encountered in construction or /are likely to affect the design before filling in the rates.

THE TENDERER IS REQUESTED TO SUBMIT HIS CREDENTIALS REGARDING HIS PAST EXPERIENCE FOR EXECUTING SIMILAR NATURE OF WORKS.

2. Execution of all items is governed by general and special conditions of contract.
3. Conditional offers will not be considered.
4. The tenderer should carefully study all the general/special conditions and specification accompanying the tender schedule/form in general and get himself/ themselves acquainted with the site conditions. In case of any confusion/contradiction the same may please be clarified.
5. **All rates quoted in the tender shall be deemed to be inclusive of all taxes, duties and other incidental and unforeseen expenditures, if any. However, rates quoted shall be excluding GST.**
6. Deleted.
7. Deleted.
8. Contractor shall have to arrange precision measuring equipment like Total Station, levelling instrument, staff, measuring tape etc. during execution of work.



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9. Casting of RCC protection structure is to be done by RMC only after taking prior approval of mix design and RMC plant. However, for minor concrete works Concrete Mixer of suitable capacity -weigh batcher to be installed at site after calibration of same from approved laboratory.
10. Rates includes the charges of mix design of controlled concrete and quantity of cement concrete consumed in cube preparation and it may be noted that mix design shall be got approved in any Govt. engineering college as per IS Code 10262-latest revision. Report of mix design should be submitted to the engineer in charge before commencement of concrete work.
11. Contractor shall prepare completion report after completion of the work.
12. Deleted.
13. The relevant notes applicable to the respective sub chapter of USSOR 2011 will apply to the items of the tender schedule and should be considered as having been incorporated in the contact agreement and shall be binding to the contractor.
14. Necessary survey should be carried out at the site of work with NHSRCL's representative with all latest survey instruments, levelling and collection of all data to become aware of the condition of work.
15. Procurement of plants, jacking equipment's, jack pumps, front shield, cutting shield, intermediate jacking station, rear shield etc. should be done by the contractor at his own cost and no extra payment will be made.
16. Deleted.
17. During the entire construction if any dewatering is required for carrying out the work. The contractor has to do it at his own cost and no extra payment will be made.
18. Removal/disposal of excavated earth to be done by contractor as per the instructions of Engineer at site.
19. Poorly executed concrete have to be demolished as directed by Engineer in charge or his representative and repair will not be allowed.
20. All steel to be used shall be of "SAIL/TISCO/JINDAL/RINL/ ESSAR / IISCO/SRMB/JINDAL PANTHER or equivalent. Reinforcement steel shall be high strength steel bars confirming to IS 1786, 1985. Testing of steel shall be carried out from Govt. Engg. Collage/Govt. approved labs or NABL accredited labs. at contractor's cost, well before commencing of work, for each lot as per IS specifications. Relevant bills for steel & Cement procured for the work shall be submitted. Necessary registers as prescribed shall be maintained.



21. Contractor has to arrange his own cement & steel as per NHSRCL/Railway's specification and necessary Test certificate is to be submitted for the cement and steel to be used on the work.
22. Before starting concreting work, the contractor shall submit design mix for various grades of concrete to be used from Govt. approved Institute/Laboratory at his own cost. The same shall be approved by Site Engineer & only then the work shall commence. Whenever Engineer in charge desires, even during progress of work, contractor shall be bound to re-arrange design mixes from Govt. approved Institute/ Laboratory at his own cost.
23. Necessary records of the tests of materials shall be maintained in the form of registers. In addition to these registers, site order book, labour register, progress register, steel registers or any other register warranted by the Engineer in charge shall be provided and maintained by the Contractor and shall be available at site office for inspection of the officials.
24. All the material used shall confirm to standard NHSRCL/Railway specifications as updated till date unless otherwise specified.
25. Deleted.
26. Payment of steel shall be made for actual steel used in concrete work. No payment will be made for steel brought extra at site, wastages etc.
27. Work shall be executed using weight batcher and mixer with water dozer. Precision measurement equipment like levelling equipment, staff, tape etc. shall be always available at site.
28. No repairs/plastering of concrete surfaces shall be allowed. Poorly executed honey combed concrete shall be demolished by contractor at his own cost and will not be paid for.
29. Deleted.
30. The contractor will transport his tools and plants, labour to the site by his own means. NHSRCL will not provide any new service roads for movement of contractor's vehicles. However existing service road can be used by the contractor free of charge. At other places, contractor will have to make his own arrangements for movement of his vehicle.
31. Deleted.
32. Deleted.
33. The contractor will be held responsible for any loss or damages or injury during course of work to the labours or to public/private persons, contractor shall bear all the loss and expenditure involved.



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34. Deleted.

35. SUPPLY OF WATER: - The contractor should make at his own cost arrangement for supply of water required for the works including water, required for testing purpose as well as for drinking purpose.

36. Deleted.

37. Unless otherwise specifically mentioned, 53 grade cement corresponding to IS 12269 shall be used.

38. TAXES AND ROYALTIES: - All rates quoted in the tender shall be deemed to be inclusive of all taxes excluding GST, turnover tax, Sales Tax, excise, VAT, Octroi or any other Government tax. No additional amount will be paid or claim entertained on this account by NHRCL. The contractor is liable to pay any charges/fees levied by the local authority/Government during execution.

39. No mobilization advance shall be payable for the above work. The contractor shall make necessary arrangements of machinery, tools and plants to complete the above work at his own cost. The mode of payment will be as per the rate of items given in the Tender schedule. The payment will be done as per the quantity executed by the contractor as per the specification of the railway. The payment will be made in different stages through on account bills. The quantities shall be measured for the final finished works.

40. CODES & RELEVANT SPECIFICATION

The following codes and specifications will be followed:

i) Indian Railway Bridge rules adopted 1941 revised August 1964 incorporated Correction slips No.1 to 19

ii) Indian Railways standard (IRS) bridge sub structure and foundation code Adopted 1936 and revised 1985 with correction slip No. 1 to 24.

iii) The concrete bridge code - code of practice of plain, reinforced and pre-stressed concrete for general bridge construction with correction slip No. 1 to 9, 1936 - First revised 1962, Second revised 1996, printed in 1999.

iv) IS-423 Pt. 1 code of practice for mild steel and medium tor steel bars.

v) High strength deformed steel bars confirming to IS Code 1786.

vi) IS-1785- 1985 (Part-I) code of practice for plan heard drawn steel wires.

vii) Specification and criteria laid down for the Western railway works hand book regarding the quality of raw materials workmanship execution and finishing etc.



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- viii) IS-456-2000 (Latest edition)
- ix) IS 800, 2007 for general construction in steel.
- x) IS 2062, 1999 IS Code of Steel for general structural purpose
- xi) IS-2911 All parts with latest revisions
- Xii) Any other relevant Indian Railway standards, Indian standard specification, Indian Road Congress standard as applicable to bridge work under Railway.

41. Curing of the concrete shall be done for the duration as per the IS specifications. Necessary potable water shall be arranged by the contractor at his own cost. Methodology for effective curing shall be finalized as per the instructions of Engineer in charge.

Tests in nos. and frequency, on construction material such as cement, sand, coarse aggregate, structural steel, reinforcement bars, admixtures, water for mixing and curing of concrete etc. shall be conducted in-line with the requirements of the relevant IS codes at contractor's cost. Testing of material shall be carried out from Govt. Engg. Collage/Govt. approved labs or NABL accredited labs. at contractor's cost, well before commencing of work, for each lot as per IS specifications. Letter for material testing shall be issued by NHSRCL to concerned lab.

42. Safety at work site shall be maintained both for the train movement as well as the road users. Proper arrangement with indicative signboards for diversions and movement of the road users shall be made by the Contractor for their safety as well as for easy movement. No Public Complaint should arise on account of the work.

43. Scope of work

a. The work involves Construction of protection structure for underground hydrocarbon pipelines in proposed Surat depot location of Mumbai-Ahmedabad high speed rail (MAHSR), in Niyol village, Surat. It consists civil engineering works involving construction of Bored cast in situ RCC piles, pile caps, Raft etc. It is compulsory to use hydraulic pile rig for boring and other operations for piling work.

b. The work mainly be executed at the location mentioned above in the drawing.

c. The work is to be executed as per the NHSRCL's approved plan. This plan is only for general guidance & actually item to be operated shall be as per the tender schedule & site condition. Decision of Engineer-in-charge or his representative shall be final and binding on the contractor. The plan is available in the NHSRCL Surat Office for reference. Tenderers are requested to visit the site of work before quoting their rates.

d. The tenderers should have an experience of successfully completion of such type of work/similar work and should have be capacity to complete the work. Tenderers are requested to submit documents in support of their credentials.

e. All construction materials to be used in the work shall be as per relevant IS specification, wherever applicable, and shall be approved by Engineer in charge before use in work.

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f. Mixers of approved design shall be used for mixing cement concrete. Form surface vibrators & Needle Vibrators of approved design and quality shall be used for the compaction of the same in RCC work.

g. The work shall be done as per instructions given by site Engineer and as per NHSRCL's standard specification for materials and work.

h. Contractor shall take all care to avoid any damage to underground cables, telephone cable, OFC cables, water pipe lines, sewerage system etc. Any damage to the railway property on account of contractor's negligence shall be made good at contractor's cost.

i. In case any ambiguity between special conditions and general standard condition, special conditions shall prevail.

j. Any roof or branch of tree coming in the way of foundation/pile excavation etc. shall be cut/trimmed by the contractor at his own cost. Necessary permission in regard to these shall be obtained. No extra payment shall be made.

k. Tenderer should submit his credentials along with Tender form, failing which his offer may not be considered.

l. In case of any dispute arising out of the punctuation and or any typographical error in the schedule, the same will be corrected with reference to USSOR-2011 of Western Railway in original manuscript available with COS/WA.

m. Contractor will not be entitled for any claims if any of the items indicated in the schedule is not got done or not given to him.

n. Deleted

o. Deleted.

p. In terms of CTE-CCG's letter No. W 632/0 (Gangman uniform) Vol. I dated 18.03.2016, contractor should ensure that workman of contractor wear safety type of reflective jackets invariably while working on site in vicinity of Railway Track

q. Deleted

SPECIAL CONDITION FOR CRANE WORKING:

(i) All cranes working during block shall be undertaken with sufficient standby arrangement as mentioned under special condition for respective item. Minimum standby shall ensure the completion of work even with the failure of one crane.

been declared safe for the design load capacity. All safety arrangement to avoid overloading of the crane shall be ratified and certified so by the surveyor. The Engineer-in-Charge shall inspect or depute his representative to inspect all documents and crane and then declare the crane as fit for Railway block working. Crane shall be moved to the site of work only after the same has been declared fit by the Engineer-in-Charge of the work.

(iii) The wire ropes, D-shackles, hooks and such other temporary arrangements used for lifting loads shall be in good shape, free wear and tear and shall not suffer from twist/permanent deformation etc. resulting in load carrying capacity. The permissible load on such arrangements shall be as per theoretical calculations with sufficient safety margins. All load carrying arrangement shall be load tested to 50% overload on permissible load and shall not suffer any failure or permanent deformation during test. Such load test shall have been carried out within three months prior to the date of block. Engineer-in-Charge may permit the load carrying arrangements tested prior to this date to be used for work if the condition of such arrangement is satisfactory. If Engineer-in-Charge is not satisfied with the condition of such arrangements, the load test shall be carried out afresh.

(iv) Crane working, whether in block or otherwise shall be carried out under the supervision of technical person well versed in crane working. The supervisor shall liaison with the site engineer and carry-out the work carefully and safely as per instructions received. Provision of safety at worksite as communicated vide HQ/CCG letter No. T5/18/29/0 (Policy) Vol. I dated 13-06-2012 shall be followed. In case of working of road cranes various instructions issued by Railway Board and CBE-CCG as detailed below shall strictly followed. Copy of these instructions is enclosed with the tender document for strict compliance and guidance of the Railway Representative and contractor.

(a) CBE-CCG's letter No. W 65/0 (Bridge) (W3) dated 11.09.2015

(b) CBE-CCG's letter No. W 65/0 (Bridge) (W-3) dated 15.02.2016

(c) RB letter No. W 2015/CE-IV/RUB/205 dated 15.02.2016 circulated by CBE-CCG vide letter No. W 420/1 Vol. II (Policy) (W3) dated 25.02.2016

(d) RB letter No. 2015/CE-IV/RUB/206 dated 11.08.2016 circulated by CBE-CCG vide letter No. W 65/0 (Bridge) Vol. V dated 18.08.2016

(e) CBE-CCG's letter No. W 65/0 (Policy) Vol. VI dated 15.03.2017

(v) Good communication equipment, between different crane operators, supervisors and site engineers shall be provided for coordination and safe working.

(vi) Good practices as per IS codes for crane working shall be adopted for the work. No short cut or local practices shall be allowed. The load shall be lifted ensuring proper balance. The slings must be protected at the sharp edges. The overload on keys, hooks, slings, ring, etc. through wrong angle of loading must be avoided.

(vii) Cranes must be earthed while working in the vicinity of the charged OHE line in double or multiple line section. Proper care must be taken to ensure that the load/boom do not infringe maximum moving dimension of other line (s) which is not blocked.

(viii) Sufficient wooden blocks and packing material must be arranged as site advance. The working area must be sufficiently levelled for convenient and fast working.

(ix) Deleted.



सतीश कुमार चौरसिया / Satish Kumar Chourasiya

उप मुख्य परियोजना प्रबंधक (जनपद) / Dy. Chief Project Manager (Civil)

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राष्ट्रीय हाईस्पीड रेल निगम लिमिटेड

National High Speed Rail Corporation Limited

सुरत / Surat.

Signature of Tenderer

Technical Bid Formats

S. No	Form	Particulars
1	Form-TB1	A Proforma of Power of Attorney (POA)
2	Form-TB2	Affidavit
3	Form-TB3	Summary of the Similar Project Implemented during last Three year
4	Form-TB4	Financial information of the Bidders
5	Form-TB5	List of Contractor's personnel available in Organization and intended to deploy for this work
6	Form-TB6	List of Contractor's Plant and machinery intended to deploy for this work
7	Form-TB7	Format for Payment through "NEFT/RTGS" System
8	Form-TB8	Declaration



सतीश कुमार चौरसिया / Satish Kumar Chouresiya
 उप मुख्य परियोजना प्रबंधक (जायदा) / Dy. Chief Project Manager (Civil)
 राष्ट्रीय हाईस्पीड रेल निगम लिमिटेड
 National High Speed Rail Corporation Limited
 सुरत / Surat.

Form-TB1
(Technical bid format)

A PROFORMA OF POWER OF ATTORNEY
(On Non Judicial Stamp Paper of adequate value as per the Jurisdiction)

Know all men by these presents I/We,, son/ daughter/ wife of Mr....., aged years, citizen of, presently residing at, Managing Director/ Chief Executive Officer/ Partner of M/s.....[*name of Contractor*], a company/ Firm incorporated in India under the Partnership Act/Companies Act, 1956/ Companies Act, 2013 and having its registered office at(hereinafter called "the Principal") by virtue of the resolution passed at the Meeting of the Board of Directors of the Company held on or deed/resolution of the Firm dated or the Power of Attorney dated granted to me pursuant to the resolution passed at the meeting of Board of Directors of company held on or deed/resolution of the Firm dated....., delegated to me/us certain powers to act on behalf of the company/firm for various purposes. As per the said delegation, I/We have been authorized to appoint and substitute any person or persons to exercise all or any of certain powers delegated to me/us by the Company/Firm and/or to grant Powers of Attorney to the officers and employees of the Company/Firm to perform various acts, deeds and things required to be done by the Company/Firm.

Whereas National High Speed Rail Corporation Limited ("NHSRCL"), has invited proposals from interested parties for the work of at (Project/works).

Whereas, _____ (name of the Contractor), the Principal is interested in bidding for the Project/ subject works in accordance with the terms and conditions of the RFP document, bearing No....., dated and other connected documents in respect of the Project/works, and

Whereas, it is necessary for the Principal to delegate to one of the employee / partner(s) / director with all necessary power and authority to do for and on behalf of the _____ (name of the Contractor), all acts, deeds and things as may be necessary, including but not limited to representing the Contractor, signing of tender documents, bills, measurement books, drawings and other related documents in connection with the _____ Bid for the Project/works and its execution.

NOW THESE PRESENTS WITNESSETH that I/we do hereby designate, nominate, constitute appoint and irrevocably authorise Mr./ Ms., son/daughter/wife of Mr....., aged years, citizen of, presently residing at,[specify designation] and whose signatures are given below, as true and lawful Attorney of the Principal(hereinafter referred to as the "Attorney"), to have and exercise in the name and on behalf of the Principal the powers and authorities hereinafter mentioned:

1. To execute all required documents and conduct all business for and on behalf of the Principal during the Bidding process of the Project/works and, in the event Principal is awarded the contract, during the execution of the Project/works; and
2. To do on behalf of the Principal, all or any of such acts, deeds or things as are necessary or required or incidental to the selection of the Principal and signing and submission of its Bid/tender for the Project/works, including but not limited to signing and submission of all applications, bids and other documents and writings, participate in bidders' and other conferences, respond to queries, submit information/documents, sign and execute contracts and undertakings consequent to acceptance of the Bid of the Principal and generally to represent the Principal in all its dealings with NHSRCL, and/ or any other Government Agency or court/judicial authority or any person, in all matters in connection with or relating to or arising out of the Contractor's bid for the Project/works and/ or upon award thereof till the agreement for the Project/works is entered into with NHSRCL and thereafter till the completion of the project/works and expiry of the contract agreement.

AND We/I hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by said Attorney in exercise of the powers hereby conferred shall always be deemed to have been done by me/us

This Power of Attorney shall stand revoked on issuance of a new Power of Attorney issued with regard to this Project/works or if earlier revoked by me or the Company/Firm.

Given under the hand of the within named[name of individual] on this day of[month][year].

[Signature of Managing Director/ Director/Partner(s)/Other authorised person]

[Name of Company/Firm]

[date]

[place]

I accept

[Signature of Attorney]

[date]

[place]

Witnesses:

- 1.
- 2.

Notes:

- The mode of execution of the Power of Attorney shall be in accordance with the charter documents of the executants(s) and when it is so required, the same shall be under common seal affixed in accordance with the required procedure.
- Also, wherever required, the Tenderer shall submit for verification the extract of the charter documents and documents such as a board or shareholders' resolution/ power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Tenderer.

-----X-----X-----



सतीश कुमार चौरसिया / Satish Kumar Chouraslya
उप मुख्य परियोजना प्रबंधक (जनपद) / Dy. Chief Project Manager (Civil)
राष्ट्रीय हाईस्पीड रेल निगम लिमिटेड
सुरत / Surat.

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Form-TB2
(Technical Bid Format)

AFFIDAVIT
(Duly Attested by the Notary)

I S/o resident of
..... Police Station
..... District Contractor/ Partner or sole proprietor/ authority
representative (Strike out the word which is inapplicable) of firm contractor M/s
do hereby declare on solemn affirmation that the deponent contracting firm has never been blacklisted by the
Union or any State Governments in the country.

Deponent (With Stamp of Firm)

Place:

Dated:

Address Tel. No. Mobile No.

I do hereby solemnly declare and affirm that the above declaration is true and correct to the best of my knowledge
and belief. No part of it is false and nothing has been concealed.

Deponent (With Stamp of Firm)

Place:

Dated:

Address Tel. No. Mobile No.



सतीश कुमार चौरसिया / Satish Kumar Chourasiya

उप मुख्य परियोजना प्रबंधक (जनपद) / Dy. Chief Project Manager (Civil)

राष्ट्रीय हाईस्पीड रेल निगम लिमिटेड

National High Speed Rail Corporation Limited

सुरत / Surat.

Form-TB3
(Technical bid format)

Summary of the Similar Projects Implemented during last Three year
(on the Letter head of the Bidder)

S. No.	Financial Year	Name of the Organization	Project Specification	Original Contract value (Rs.)	Completed Contract Value (Rs.)	Present status of the project
1						
2						
3						
4						
5						
6						
7						
8						
9						
10						

Note: The Contractor shall attach the credentials and certificates issued by the Employer as proof of the work.

Signature of the Bidder



सतीश कुमार चौरसिया / Setish Kumar Chourasiya
उप मुख्य परियोजना प्रबंधक (जनपद) / Dy. Chief Project Manager (Civil)
राष्ट्रीय हाईस्पीड रेल निगम लिमिटेड
National High Speed Rail Corporation Limited
सुरत / Surat.

Form-TB4
(Technical bid format)

Financial information about the bidders
(on the Letter head of the Bidder)

S. No	Financial Year	Turnover of the Bidders
1	FY 2016-17	
2	FY 2017-18	
3	FY 2018-19	
4	FY 2019-20	
5	Total Amount =	

Note: Attach copies of the audited financial statement of the organization along with the CA certificate.

Signature of the Bidder



सतीश कुमार चौरसिया / Satish Kumar Chouraslya
उप मुख्य परियोजना प्रबंधक (जनपद) / Dy. Chief Project Manager (Civil)
राष्ट्रीय हाईस्पीड रेल निगम लिमिटेड
National High Speed Rail Corporation Limited
सुरत / Surat.

Form-TB5
(Technical bid format)

List of Contractor's personnel available in Organization and intended to deploy for this work
(on the Letter head of the Bidder)

SI. No.	Name of the Personnel	Education Qualification	Experience	Remarks
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				

It is mandatory to take approval from NHRCL before deploying engineers for execution of work by submitting their bio data. Engineers, supervisors, safety and quality personals with proven track record, competency, educational qualification and relevant experience shall be allowed in this project.

Signature of the Bidder



सतीश कुमार चौरसिया / Setish Kumar Chourasiya
उप मुख्य परियोजना प्रबंधक (जनपद) / Dy. Chief Project Manager (Civil)
राष्ट्रीय हाईस्पीड रेल निगम लिमिटेड
National High Speed Rail Corporation Limited
सुरत / Surat.

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Form-TB6
(Technical bid format)

List of Contractor's Plant and machinery intended to deploy for this work
(on the Letter head of the Bidder)

SI. No.	Equipment name	Make and Model	Equipment Age	Own/ Hired
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				

Signature of the Bidder

Signature of Tenderer

Form-TB7
(Technical bid format)

Format for Payment through "NEFT/RTGS" System
(on the Letter head of the Bidder)

Sr. No.	Name of Party	Detail given by contractor/Vender
1	Name of the Bidder	
2	Address of the Bidder	
3	Name of the Bank Branch	
4	Address of the Bank	
5	Account Number	
6	MICR Code	
7	IFS Code	
8	Mobile No (for SMS)	
9	E-Mail ID	
10	PAN Number (attach the self-attested copy)	
11	GST Certificate (attach the self-attested copy)	
12	Additional details (if any)	

Note:-

-Please attached Xerox copy of 1st 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.

Signature of the Bidder



Signature of Tenderer

Form-TB8
(Technical bid format)
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.



सतीश कुमार चौरसिया / Satish Kumar Chourasiya
 उप मुख्य परियोजना प्रबंधक (जनपद) / Dy. Chief Project Manager (Civil)
 राष्ट्रीय हाईस्पीड रेल निगम लिमिटेड
 National High Speed Rail Corporation Limited
 सुरत / Surat.

Annexure-1**Letter of Technical Bid/ Form of Bid**
(on the letter head of the bidder)**Date:** _____

Name of work: - Construction of protection structure for underground hydrocarbon pipelines in proposed Surat depot location of Mumbai-Ahmedabad high speed rail (MAHSR), in Niyol village, Surat

To,
The Chief Project Manager,
NATIONAL HIGH-SPEED RAIL CORPORATION LIMITED,
#1001-1006, Swastik Universal, Building-B,
Opp. Central Mall, Dumas Road, Rundh,
Surat – 395007

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), Surat at the rates quoted in the attached Schedule and hereby bind myself/ourselves to complete the work in all respect within **04 Months** from the date of issue of letter of acceptance of the Tender.
2. We are not participating, as a Bidder or as a subcontractor, in more than one Bid in this bidding process
3. I/We also hereby agree to abide by the Conditions of Contract and other Tender conditions.
4. Bid must be accompanied by an Earnest Money Deposit of **Rs. 1,50,400/- (Rupees One lakh Fifty Thousand Four Hundred Only.)** in the form of Pay Order/ Demand Draft in favour of National High-Speed Rail Corporation Limited, payable at Surat from a scheduled commercial bank. Please note that no interest is payable on the EMD so long retained in NHSRCL. Bid received without Earnest Money shall be summarily rejected (unless exempted).
5. 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.
6. 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.
7. 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.



8. I/We also hereby agree to abide by the Conditions of Appendix 08000-1: Safety, Occupational Health and Environment Management Manual which although is not being submitted along with the bid, is applicable.

Signature of Witness: -

Signature of Tenderer(s)

1).....

Date: -

.....

2)

Tenderer's Address:-

.....

.....

.....



सतीश कुमार चौरास्त्या / Satish Kumar Chourastya
उप मुख्य परियोजना प्रबंधक (जनपद) / Dy. Chief Project Manager (Civil)
राष्ट्रीय हाईस्पीड रेल निगम लिमिटेड
Page | 61 National High Speed Rail Corporation Limited
सुरत / Surat.

Signature of Tenderer

Annexure-2**A PROFORMA OF CONTRACT AGREEMENT**

(On Non Judicial Stamp Paper of adequate value as per the Jurisdiction)

Contract Agreement No.: Allocation Head:

THIS AGREEMENT made on _____ day of _____ (Month/year)

Between

National High-Speed Rail Corporation Limited (NHSRCL), (hereinafter called "the Employer") of the one part

And

M/s _____ (**Contractor Name**), having office at _____ (Contractors' office) (hereinafter called "the Contractor" or "the Agency") of the other part.

WHEREAS the Employer has awarded the work of _____ (hereinafter called "the Works"), and has accepted offer by the Contractor for the execution and completion of the works and the remedying of any defects therein.

The Contractor has submitted Performance guarantee in the form of Bank Guarantee _____ dated _____ for an amount of Rs. _____ (Rupees _____ in words) issued by _____ (bank name and Branch name) having office _____ (bank address) and is valid up to _____ (date).

The Contractor has submitted the Bid Security in the form of _____ dated _____ for an amount of Rs. _____ issued by _____ bank name and Branch name) having office _____ bank address and is valid up to _____ (date).

NOW THIS AGREEMENT WITNESSETH as follows:

1. In this Agreement, words and expressions shall have the same meaning as are respectively assigned to them in the Conditions of Contract hereinafter referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement:
 - (a) Agreement
 - (b) Letter of Acceptance no.: _____ dated: _____
 - (c) Contractor letter no. _____ dated _____ regarding submission of Performance Guarantee Bond
 - (d) Addendum(s)/ Corrigendum(s), if any.
 - (e) ITB, Condition of Contract, Guidelines of Tree Transplantation, List of tree proposals, NIT, Annexures.
 - (f) Bill of Quantities.
 - (g) Letter of Price Bid.
3. In consideration of the payments to be made by the Employer to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Employer to execute and complete the Works and remedy any defects therein in conformity in all respects with the provisions of the Contract.

4. The Employer hereby covenants to pay the Contractor in consideration of the execution and completion of the Works and the remedying of defects therein the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.
5. Contract Price: The Contractor price is _____ Excluding GST. Applicable GST shall be paid extra on actual on submission certified GST invoices proof (such as GSTR1, GSTR3, GST B2B invoice).
6. 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 National High Speed Rail Corporation Ltd. is situated and both the parties shall be bound by this clause.

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

(Name, Designation and address of the authorized signatory)

(Name, Designation and address of the authorized signatory)

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

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

Witness:

Witness:

1.

1.

2.

2.

Name and address of the witnesses to be indicated



Annexure-3

A PROFORMA OF BANK GUARANTEE

(On Non Judicial Stamp Paper of adequate value as per the Jurisdiction)

To,
The Chief Project Manager,
NATIONAL HIGH-SPEED RAIL CORPORATION LIMITED,
#1001-1006, Swastik Universal, Building-B,
Opp. Central Mall, Dumas Road, Rundh,
Surat – 395007

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

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

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

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

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

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

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

This guarantee shall be valid up to _____ (a date 60 days from the date of completion of Defects Notification Period/ Maintenance period).

SIGNATURE AND SEAL OF THE GUARANTOR

Name of Bank: _____

Address: _____

Date: _____

