National High Speed Rail Corporation Limited (NHSRCL)



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

TENDER FOR FURNISHING OF 6000 SQFT. OF OFFICE SPACE IN SURAT FOR MUMBAI - AHMEDABAD HIGH SPEED RAILWAY PROJECT IN GUJATRAT UNDER CPM/SURAT.

Tender No.: NHSRCL(ST)/MA/AD/04/OFFICE FURNISH/07/2018

VOLUME - I

TENDER DOCUMENT

(Top Sheet, Notice Inviting Tender, Form of Bid, Appendix to Tender, Instruction to Tenderer/s, TOR, BOQ)

2018-19

National High Speed Rail Corporation Limited 104, 3rd Floor, Somehwar Square, Near Someshwar Enclave, Vesu, Surat – 395007.



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TOP SHEET

Tender No.: NHSRCL(ST)/MA/AD/04/OFFICE FURNISH/07/2018

Name of services : Furnishing of 6000 sqft. of office space in Surat for Mumbai -

Ahmedabad High Speed Railway Project in Gujarat under CPM/Surat

Cost of Tender Document: Rs. 5,900 /- (Five Thousand Nine Hundred Only) including GST

@18%

Earnest Money : Rs. 90,000/- (Ninety Thousand Only)

Completion Period 30 (Thirty) Days.

Last Date of Submission : 14.11.2018 at 15:00 hrs.

Date, Time & Place of Opening of Tender Bids Packet 1 - Technical Bid: 14.11.2018 at 15:30 hrs.

Date, Time & Place of Opening of Tender Bids Packet 2 – Financial Bid: To be informed subject to qualification in Techincal Bid.

National High Speed Rail Corporation Limited Office No. 104, 3rd Floor, Someshwar Square, Near Someshwar Enclave, Vesu, Surat – 395007.

SECTION-I NOTICE INVITING TENDER (NIT)





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

NHSRCL(ST)/MA/AD/04/OFFICE FURNISH/07/2018

NOTICE INVITING TENDER

Sub:

Tender for Furnishing of 6000 Sqft. of office Space in Surat for Mumbai -

Ahmedabad High Speed Rail Project under CPM/Surat.

1.0 Chief Project Manager, National High Speed Rail Corporation Limited, Office No. 104, 3rd Floor, Someshwar Square, Near Someshwar Enclave, Vesu, Surat 395007 invites sealed Tender in prescribed forms for the above mentioned work.

Sl. No.	Name of Services	Time & Date of Submission	Earnest Money Deposit (Rs.)	Completion Period
1.0	Tender for Furnishing of 6000 Sqft. of office Space in Surat Mumbai - Ahmedabad High Speed Rail Project under CPM/Surat.	Up to 14.11.2018 at 15:00 hrs.	Rs. 90,000.00 (Ninety Thousand Only)	30 (Thirty) Calender Days

2.0	The cost of Tender Document is Rs. 5,900 /- (Five Thousand Nine Hundred only)
	inclusive of GST@18%, in the form of DD or banker's cheque from any Nationalized or
	Scheduled Indian Bank in favour of "National High Speed Rail Corporation Limited".
	The tender documents will be available for download on www.nhsrcl.in under the link "Tenders>Active Tenders".
	The cost of tender document should be submitted along with tender form in the form of
	Pay Order/Demand Draft/Fixed Deposit Receipt payable in favour of M/s National High
	Speed Rail Corporation Limited at New Delhi
3.0	The offer is to be submitted in a single bid with two packet system i.e. Technical and
	Financial bid separately in two sealed envelope. The quoting party should enclose the
	financial offer considering all requirements as given in tender documents. The both
	envelopes should be put in a sealed cover and submitted to the above said office



3.1	Completed original tender documents sealed in an envelope super-scribing the name of work; name of the bidder and address of the tender, shall be submitted at NHSRCL's office at address in Para 1.0 above on or before 15:00 hrs. on 14.11.2018. Tender duly sealed in the prescribed manner above can also be sent through Registered Post/Courier so as to reach at the office address given in para 1.0 above not later than 15.00 hrs. on 14.11.2018. Any tender received later than 15:00 hrs. at NHSRCL's office at Surat on 14.11.2018 shall be rejected and returned to the bidder unopened. Earnest Money Deposit of Rs. 90,000/- may be submitted in the form of Pay Order/Demand Draft/Fixed Deposit Receipt payable in favour of M/s National High Speed Rail Corporation Limited at New Delhi. Tender received without Earnest Money Deposit shall be summarily rejected.		
4.0	Tender shall be submitted in accordance with the terms of the "Instruction to Tenderers" in the attachment hereto, which forms part of this Notice Inviting Tender.		
5.0	Interested eligible bidders who have purchased the bidding document are invited to attend a Pre-Bid meeting to be held on 06.11.2018 . The venue and time are as follows:		
	Venue: The office of Chief Project Manager, National High Speed Rail Corporation Limited, Office No. 104, 3rd Floor, Someshwar Square, Near Someshwar Enclave, Vesu, Surat – 395007.		
	Time: IST 11:00 hrs. Participation in this Pre-Bid meeting is not mandatory.		
6.0	National High Speed Rail Corporation Limited reserves the right to cancel the tender before submission/opening of tender, postpone the tender submission/opening date and to accept /reject any or all tenders without assigning any reasons thereof.		
7.0	Tenderer may note that they are liable to be disqualified at any time during the tendering process in case any of the information furnished by them is not found to be true. The decision of NHSRCL in this regard shall be final and binding.		
8.0	The validity of the offer shall be 90 days from the date of opening of the tender.		
9.0	Minimum Eligibility Criteria for Open Tender is as under: 1 Should have completed at the time of opening of tender in the last three financial years (i.e. current year and three previous financial year, at least one similar work (Fire Alarm System, Electrification, False Ceiling, Networking Cabling, Telecom Cabling, Partitions etc.) for a minimum value of Rs. 16,00,000.00 2 Total contract amount received during the last three years and in three financial year and in current financial year Should be at lease Rs 45,00,000.00 in support of which attested certificate from Employers/ Clients, audited Balance Sheet duly certified by Chartered Accountant etc. should be submitted by the tender. 3 Should have Positive Networth as per last audited balance sheet. 4 Should be Registered with GIDC, NBCC, Urban Develompemnt Authorities, Airport Authority of India etc.		

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

NATIONAL HIGH SPEED RAIL CORPORATION LIMITED

Chief Project Manager National High Speed Rail Corporation Limited, Office No. 104, 3rd Floor, Someshwar Square, Near Someshwar Enclave, Vesu, Surat – 395007.







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To,

NATIONAL HIGH SPEED RAIL CORPORATION LIMITED Acting through

Chief Project Manager, National High Speed Rail Corporation Limited, Office No. 104, 3rd Floor, Someshwar Square, Near Someshwar Enclave, Vesu, Surat – 395007.

Live (Name and address of the	a Tandayay) have read the verious				
/We, (Name and address of the Tenderer) have read the various erms and conditions of the tender documents attached herewith duly signed by me/us and agree to bide by the same. I/We also agree to keep this tender open for acceptance for a period of 90 days rom the date fixed for opening the same.					
We have quoted our rates in the Bill of Quantities taking into account all the above factors and we offer to do the work "Tender for Furnishing of 6000 Sqft of Office Space in Surat for Mumbai - Ahmedabad high speed railway project under CPM/Surat" quoted in the attached Bill of Quantities and hereby bind ourselves to complete the work in all respects within time schedule depicted in tender documents from the date of issue of letter of acceptance of tender.					
I/We also understand that until a formal Contract Agreement is executive with all tender documents shall constitute a binding contract between Rail Corporation Limited.					
Thanking you,					
Yours faithfully,					
Signature in capacity of					
duly authorised to sign bids for and on behalf of					
(In Block capital letters)					
Date this day of 2018					



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<u>Instructions to Tenderers (ITT)</u>

A.	INTRODUCTION
1.0	General
1.1	Name of the Work: As indicated in 'Appendix to Tender. i.e. "Tender for Furnishin of 6000 sqft. of office space in Surat for Mumbai - Ahmedabad high speed railwa project under CPM Surat."
1.2	The bidder should accompany the following documents duly sealed in the tender envelope:
	i) Attested copies of Affidavit for sole proprietorship / partnership deed memorandum and Articles of Association along with details pertaining to plac of registration, principal place of business of the firm, etc.
	ii) Attested copy of power of attorney on non judicial stamp paper of appropriat value of the signatory of bid on behalf of the tenderer.
	iii) Earnest Money Deposit of Rs. 90,000/- may be submitted in the form of Pagorder/Demand Draft/Fixed Deposit Receipt payable in favour of M/s National High Speed Rail Corporation Limited at New Delhi. Tender received without Earnest Money Deposit shall be summarily rejected.
	iv) Attested copy of Goods and Service Tax Registration (as applicable) & PAN Card
	v) Last Three financial year's and current financial year audited Balance Sheet duly certified by Chartered Accountant for eligibility criertia @ 100% of Advertise Cost.
	vi) Copies of the work completion certificates duly attested from the clients for having completed works of similar nature should be as per enclosed format.
	vii) The work experience certificate of works executed on back to back basis / Sub-le works shall not be considered.
	viii) Proof of registration with GIDC, PWD, Airport Authority India, Urban Development Authorities, NBCC, R&B etc.
	ix) Within next 7 days after issuance of LOA the Tenderer must submit the Furnishing Plan along with the Shop Drawings etc
	Complete documentary evidence should be submitted by bidder.
1.3	The work is proposed to be executed under the following relationship:
a)	Client: National High Speed Rail Corporation Limited, Office No. 104, 3rd Floor, Someshwar Square, Near Someshwar Enclave, Vesu, Surat – 395007.
b)	Employer: National High Speed Rail Corporation Limited address as above.
e 11	Signature of Tenderer

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c)	Contractor: The successful Tenderer to whom the work is awarded shall become the Contractor who will execute the work.
1.4	Throughout these bidding documents, the terms "bid" and "tender" and their derivative ("bidder"/ "Tenderer") "bid/tendered", "bidding"/ "tendering" etc. are synonymous Day means calendar day. Singular also means plural.
1.5	Scope of Work: 6000 Sq. feet of Carpet Area (Tentative Plan enclosed) furnishing with Complete Cabins, Partitions, Walls, Work Stations, Toilet, False Ceiling Wooden/Glass offices, Flooring, Indoor Electrification with Complete Wiring/Switches/LED Lights/Wall Mounted Fans/, Fire Alarm & Smoke Detection System, Fire Extinguishers, , Network & Telecommunication Cabling from Server Room to Work Stations/Cabins, Glass Blinds as per Specifications, BOM, Drawings attached at Appendix – 1.
	Tender to note that Drawings attached at Appenxid – 1 are not final drawing and may further be developed. Tender shall be bound to carry out the work as per the final approved drawings which shall be handed over to the successful bidder along with the LOA (Work Order)
1.6	Tenderers may carefully note that they are liable to be disqualified at any time during the tendering process in case any of the information furnished by them is found to be in accurate or untrue Tenderers may carefully note that they are liable to be disqualified at any time during the tendering process in case any of the information furnished by them is found to be inaccurate or untrue.
1.7	A Tenderer shall submit only one bid in the capacity of an Individual or Sole Proprietor, Partnership firm or Company. Violation of this condition is liable to a Tenderer's disqualification.
2.0	Rates / Prices/Costs
	The rates shall be offered in the enclosed "Bill of Quantity" (BOQ). The rates shall include cost of all activities, wages, all allowances and benefits, payment towards entitled medical and annual leave, PF & PF contributions, incidental costs, insurance (as applicable). GST will be paid extra.
В	BIDDING DOCUMENTS
3.0	Content of bidding documents
3.1	The bidding documents include the following: Notice Inviting Tender (NIT) Instruction to Tenderer(ITT) Appendix to Tender Form of Bid Terms of References (ToR) Bill of Quantities
3.2	The bidder is expected to examine all instructions, terms, conditions, forms, specifications and any other information in the bidding documents. Failure to furnish
	all information required by the bidding documents or submission of a bid not substantially responsive to the bidding documents in every respect will be at the bidder's risk and may result in rejection of their bid.



4.1	The bidder shall bear all costs associated with the preparation and submission of the bid and the Employer will in no case be responsible or liable for these costs regardless of the conduct or the outcome of the bidding process.
5.0	UNDERSTANDING AND AMENDMENT OF TENDER DOCUMENTS
5.1	The bidder must obtain for itself on its own responsibility and its own cost all the information including risks, contingencies & other circumstances in execution of the work. It shall also carefully read and understand all its obligations & liabilities given in tender documents.
5.2	The bidder is advised to visit and examine the site where the work is to be executed and its surroundings or other areas as deemed fit by the bidder and obtain for itself on its own responsibility all information that may be necessary for preparing the bid and execution of the contract. The cost of visiting the site and collecting relevant data shall be at the bidder's own expenses. It is a condition of the tender that the Tenderer is deemed to have visited the site and satisfied himself with all the conditions prevailing including any difficulties for executing the work.
5.3	At any time prior to the deadline for submission of bids, Employer may for any reason whether at its own initiative or in response to any request by any prospective bidder amend the bidding documents by issuing Corrigendum, which shall be part of the Tender documents. The amendment shall also be published in NHSRCL website.
5.4	Employer may at its discretion extend the deadline for submission of the bids at any time before the time of submission of the bids and the same will be published in NHSRCL website.
C	PREPARATION OF BIDS
6.0	Language of Bid
6.1	The bid prepared by the bidder and all documents related to the bid shall be written in English.
7.0	Signing of all Bid Papers and Completing Bill of Quantities
7.1	All the pages of the tender documents, Bill of Quantities and accompanying documents must be properly stamped and signed by the authorized signatory holding the Power of Attorney on each page. (The bidder is to enclose a copy of Power of Attorney).
7.2	Bidder shall quote price/rate for all the BOQ items. While filling up the rates in the Bill of Quantities, bidder shall ensure that there is no discrepancy in the rates and amounts. In case of any discrepancy, the unit rate mentioned in respective column for rate and the amount mentioned for lump-sum items shall be taken as final and binding.
7.3	The bidder must fill and submit the prices and % rate above or below as per instructions given in Bill of Quantities. He shall not make any addition or alteration.
7.4	Any overwriting, erasures or cancellations shall only be valid, if they are initialed by the signatory (ies) to the bid.

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8.1	The bidder should clearly read and understand all the terms and conditions, specifications, corrigendum etc. mentioned in the original tender documents. If the Tenderer has any observations, the same may be indicated in his forwarding letter along with the tender. The Tenderer is advised not to make any corrections, additions or alterations in the original bid documents. If bidder makes any correction in his own entries the same shall be initialed and stamped by him. If this condition is not complied with, bid is liable to be rejected.
D	SUBMISSION OF BIDS:
9.0	Deadline for submission of tender
9.1	The tender duly filled must be received by Employer at address specified not later than the date and time as mentioned in the "Notice Inviting Tender".
9.2	Any tender related documents received later than the deadline prescribed for submission of tender by Employer shall be rejected.
9.3	Tender brought to the office of Employer later than the deadline prescribed but before the opening time mentioned in the bidding document shall be declared as delayed tender and may be considered by Employer and decided on its merits. The decision of the Employer shall be final and binding.
9.4	Any Tender received after opening of the tender shall be rejected and returned unopened to the Tenderer.
10.0	WITHDRAWAL OF TENDER
10.1	No tender can be withdrawn after submission and during tender validity period.
10.2	Submission of a tender by a Tenderer implies that he had read all the tender documents including amendments if any, visited the site and has made himself aware of the scope and specifications of the work to be done, local conditions and other factors having any bearing the work.
11.0	Sealing and Marking of tender document
11.1	The bidder shall submit the sealed tender in original clearly mentioning the name of work, due date and time of submission of the tender, name and address of the bidder and address of the tenderer.
12.0	TRANSFER OF TENDER DOCUMENTS Transfer of Tender documents purchased by one intending Tenderer to another Tenderer is not permissible. Tenderer can submit tender only on the documents purchased by him.
13.0	EARNEST MONEY DEPOSIT
13.1	Earnest Money Deposit
	The Tenderer must furnish the Earnest Money as indicated in 'Appendix to Tender' for the work as specified failing which the tender shall be summarily rejected. The Earnest Money may be in any one of the following forms:
	a. Pay Order/Demand Draft of any Scheduled Bank in India in favour of National High
	Speed Rail Corporation Limited payable at New Delhi. It is mandatory for bidders to
Page 114	Signature of Tenderer

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	provide their bankers details (name of bank and branch) along with their own bank details (account no., name of account holder, NEFT / RTGS details). b. Fixed Deposit Receipt issued by any Scheduled Bank in India endorsed in favour of National High Speed Rail Corporation Limited payable at New Delhi.
	c. No interest shall be allowed on Earnest Money Deposit.
	For the successful Tenderer, earnest money will be retained as part of the security deposit.
13.2	Forfeiture of Earnest Money:
	The Earnest Money of the successful Tenderer is liable to be forfeited if he fails to: sign the Contract Agreement in accordance with the terms of the tender, or Commence the work within the time period stipulated in the tender.
	In case of forfeiture of EMD, the Tenderer shall be debarred from bidding in case of reinvitation of the tenders.
13.3	Return of Earnest Money:
	The Earnest Money of the unsuccessful Tenderers in the form of FDR shall be discharged and returned as promptly as possible and the Earnest Money in the form of
	DD/Pay Order shall be directly credited to his bank account through Electronic Fund Transfer, under advice to the bidder.
14.0.	PERIOD OF VALIDITY OF THE TENDER
14.1	The tender shall remain valid for the period indicated in "Appendix to Tender" after the date of the opening of the tender. If the Tenderer gives validity period less than that fixed/prescribed by Employer, the tender shall be liable to be rejected.
14.2	Notwithstanding the above clause, Employer may solicit the Tenderers' consent to an extension of the validity period of the tender. The request and the response shall be made in writing.
15.0	SUBMISSION OF TENDERS
15.1	The tender shall be submitted on or before the due date and time with all the relevant documents as mentioned in the tender documents and the following:
	Forwarding letter of the Tenderer.
	Documents as per checklist (As Per Annexure "I" of Instruction to Tenderer)
	The Bill of Quantities (BOQ) with quoted price.
15.2	Before submitting the tender, the Tenderer/s will be deemed to have satisfied himself by his actual inspection of the site, climatic condition records from state government and/or Indian Meteorological Department and the locality of the works that all conditions liable to be encountered during execution of the works are taken into account and that the rates quoted by the Tenderer/s in the tender schedule are adequate and all-inclusive for the completion of works to the entire satisfaction of the Officer-in-charge.
16.0.	BID OPENING AND EVALUATION
16.1	Tenders will be opened at the address mentioned in "Notice Inviting Tender" in presence of Tenderers or authorized representatives of Tenderers who wish to attend the opening of tenders. Physical presence during Bid opening is optional.
16.2	Tenderers or their authorized representatives who are present shall sign register in evidence of their attendance.
D a a a 115	



16.3	Tenderers name, presence or absence of requisite total cost of work quoted or any other details as Employee many applications are requisited will be applicable and applicable and applicable as a second of the control
	details as Employer may consider appropriate will be announced and recorded at time of bid opening.
17.0	CLARIFICATION OF THE TENDERS
17.1	To assist the examination, evaluation and comparison of the tenders, Employer may his discretion ask the Tenderers for any clarifications as considered essential. All su correspondence shall be in writing and no change in price or substance of the ten shall be sought or permitted. The above clarification for submission of the details sh form part of the tender and shall be binding on Tenderer.
18.0	NEGOTIATION
18.1	The Employer/Officer-in-charge reserves the right to negotiate the offer submitted the Tenderer/s to withdraw certain conditions or to bring down the rates to a reasonal level. The Tenderer must note that during negotiation of rates of items of BOQ can or be reduced and not increased by the Tenderer. In case the Tenderer introduces any necondition or increases rates of any item of BOQ, his negotiated offer is liable to rejected and the original offer shall remain valid and binding on him.
	Should NHSRCL decide to negotiate with view to bring down the rates, the Tende called for negotiation should furnish the following form of declaration before commencement of negotiation.
	"I do declare that in tevent of failure of contemplated negotiations relating to Tender N
	original tender shall remain open for acceptance on its original terms a conditions."
19.0	Evaluation of Bid.
19.0 19.1	The Employer shall examine the bids to determine whether they are complete, wheth
	The Employer shall examine the bids to determine whether they are complete, wheth copy of all relevant documents have been received not later than the prescribed da
19.1	The Employer shall examine the bids to determine whether they are complete, wheth copy of all relevant documents have been received not later than the prescribed da and time for bid submission and generally in order. Arithmetical errors shall be rectified on the following basis. If there is a discrepan between the unit price and the total price, which is obtained by multiplying the unit pri and quantity, or between subtotals and the total price, the unit or subtotal price sh

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	od Bay
24.0	COMPLETION OF WORK (S)
	The Contractor shall indemnify and save harmless NHSRCL from and against all actions, suit proceedings losses, costs, damages, charges, claims and demands of every nature and description brought or recovered against NHSRCL by reason of any act or omission of the Contractor, his agents or employees, in the execution of the works or in his guarding of the same. All sums payable by way of compensation under any of these conditions shall be considered as reasonable compensation to be applied to the actual loss or damage sustained, and whether or not any damage shall have been sustained.
	and sound standards. Tenderer shall be responsible for the services rendered. In case of any deficiency or otherwise Tenderer shall promptly correct the same.
23.0	STANDARD OF SERVICE (S) Tenderer shall carry out the services in conformity with the generally accepted norms
22.2	Letter of Acceptance after signed by the Contractor in token of his acceptance shall constitute a legal and binding contract between Employer/Officer-in-charge and the Contractor till such time the contract agreement is signed. The contract agreement is to be signed within 10 days from the date of issue of letter of acceptance. The Contractor shall have the Agreement stamped at the Stamping Officer and bear the cost in relation thereto.
22.1	Employer/ officer-in-charge shall notify the successful Tenderer in writing by a Registered Letter/Courier/ Speed Post/FAX or per bearer that his tender has been accepted.
22.0	inform affected Tenderer, the grounds of such action. AWARD OF CONTRACT
	Employer/officer-in-charge reserves the right to accept, split, divide, negotiate, cancel or reject any tender or to annul and reject all tenders at any time prior to the award of the contract without incurring any liability to the affected Tenderers or any obligation to
21.0	RIGHT TO ACCEPT ANY TENDER OR REJECT ALL TENDERS
20.1	No Tenderer is permitted to canvass to Employer on any matter relating to this tender. Any Tenderer found doing so may be disqualified and his bid may be rejected.
20.0	CANVASSING
19.4	In case of tenders containing any conditions or deviations or reservations about contents of tender document, Employer may ask for withdrawal of such conditions/deviations/reservations. If the Tenderer does not withdraw such conditions/deviations/ reservations, the tender shall be treated as non- responsive. Employer's decision regarding responsiveness or non-responsiveness of a tender shall be final and binding.
	Whose rectification would unfairly affect the competitive position of other Bidders who are presenting substantially responsive bids.
	That limits in any substantial way, inconsistent with the bidding documents, the Employers' rights or the successful Bidder's obligations under the contracts; or

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The duration of work shall be 30 Calender days. TERMINATION Notwithstanding anything otherwise contained in the agreement, if the NHSRCL, for any reason whatsoever, is unable or unwilling to perform the works for a considerable period, the "NHSRCL" shall be entitled to terminate agreement or the order of a particular work upon 7 days written notice to Tenderer. INSURANCE
Notwithstanding anything otherwise contained in the agreement, if the NHSRCL, for any reason whatsoever, is unable or unwilling to perform the works for a considerable period, the "NHSRCL" shall be entitled to terminate agreement or the order of a particular work upon 7 days written notice to Tenderer.
any reason whatsoever, is unable or unwilling to perform the works for a considerable period, the "NHSRCL" shall be entitled to terminate agreement or the order of a particular work upon 7 days written notice to Tenderer.
period, the "NHSRCL" shall be entitled to terminate agreement or the order of a particular work upon 7 days written notice to Tenderer.
particular work upon 7 days written notice to Tenderer.
INSURANCE
INSURANCE
Tenderer shall arrange for any payment of the cost of Personal Accident Insurance in respect of their employee(s) & equipment's at site assigned for performance of the obligations under the conditions of agreement.
PATENTS:
No patented or patent pending articles, methods or device shall be used or supplied
in connection with the work or incorporated in the work without the prior written
approval of the NHSRCL, if the terms of purchase involve or require the payment
of any license fee or royalty in addition to the purchase price, and do not contain
patent indemnification in a form satisfactory to NHSRCL. Tenderer shall not publish
any/article or photograph relating to work without written consent NHSRCL.
LAWS GOVERNING AGREEMENT
Disputes, controversies or differences of any kind whatsoever which may arise between the parties, out of or in relation to or in connection with the consultancy agreement, or for the breach thereof including claims or questions as to damages shall be settled between the parties by doing utmost, in a fair and amicable manner, in a spirit of mutual co-operation. Notwithstanding such efforts, in case the dispute shall not be settled/resolved by mutual co-operation, all disputes of differences whatsoever arising between the parties out of or in relation to the any meaning and operation or effect of this contract of the breach thereof shall be settled in accordance with the DPE guidelines in this regard.
FORCE MAJEURE
War, invasion, revolution, riots, sabotage, lockouts, strikes, work shutdowns imposed by Government Acts it legislature or other authorities stoppage in supply of materials fuel or electricity, breakdowns of machinery, act of God, epidemics, or any other acts or events whatsoever which are beyond reasonable control of Tenderer and which shall directly or indirectly prevent completion of the project within the time specified in the agreement, will be considered Force Majeure.



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







APPENDIX TO TENDER

Tender Notice No.	Tender No.: NHSRCL(ST)/MA/AD/04/OFFICE FURNISH/07/2018
Name of the Services	Furnishing of 6000 sqft. of office space in Surat for Mumbai - Ahmedabad High Speed Railway Project in Maharashtra under CPM/Surat
Client	National High-Speed Rail Corporation Limited, New Delhi
Tender to be submitted / deposited / addressed (if it is sent by Post) to the office of	Chief Project Manager, National High Speed Rail Corporation Limited, Office No. 104, 3rd Floor, Someshwar Square, Near Someshwar Enclave, Vesu, Surat – 395007.
a) Cost of Tender document	Rs. 5,900/- (Five Thousand Nine Hundred only) including GST @18%
b) Earnest Money Deposit	Rs. 90,000/-
c) Completion period	30 Days
d) Date and time of issue of tenders	The tender documents will be available for download on www.nhsrcl.in under the link "Tenders→Active Tenders" from 25.10.2018 to 14.11.2018
e) Date and time of submission of tender	Up to 14.11.2018 up to 15:00 hrs.
f) Date and time of opening of Bid	On 14.11.2018 at 15:30 hrs.
g) Validity of Offer	90 days from the date of opening of tender
h) Scope of Work	Refer Clause 1.5 of Section III, ITT (Instruction to Tenderers)







1. General Information of the Project:

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

1.0 2.0	GENERAL OBLIGATION SUB-CONTRACTING:- Strictly Not Allowed.		
	SUB-CONTRACTING:- Strictly Not Allowed.		
2.0	SUB-CONTRACTING:- Strictly Not Allowed.		
	Laws Governing the Contract		
2.1	The contract shall be governed by the laws in force in Maharashtra.		
3.0	MOBILISATION ADVANCE		
3.1	No mobilization Advance shall be paid by NHSRCL.		
4.0	Working Hours		
4.1	The working hours normally should be from 8.00am to 8.00pm.		
5.0	Medical and Personal Accident Insurance Medical and Personal Accident Insurance will be borne by the Contractor. Workman		
	Compensation and all other kids of applicable insurances for its Staff/Labour shall be the responsibility of the Contractor.		
6.0	Defect Liability Clause		
6.1	The contractor shall be responsible to make good and remedy at his own expense any defect in works (Items)carried out by the contractor including surface worn out which may develop or may be noticed or may be noticed before the period mentioned hereunder form the certified date of completion. The Engineer-in-charge shall give the contractor a notice in Writing about the defects and the contractor shall make good the same within 15 days of receipt of the notice. In the case of failure on the contractor, the Engineer- in charge may rectify or remove or re-execute the work at the risk & cost of the contractor. The Engineer-in-charge shall be entitled to appropriate the whole or any part of the amount of security deposit towards the expenses, if any, incurred by him in rectification, removal or re-execution.		
6.2	The Detect Liability Period shall be One years from the certified date of completion of		
	work.		
7.0	Performance Bank Guarantee		
7.1	Within 7 days from the date of issue of the letter accepting his Tender, the successful Bidder shall furnish the Performance Security Bank Guarantee (from a scheduled Bank only) of the value equal to the 5% of the Work Order valid for 1 year from the date of completion of works. If he fails to furnish the Performance Security Bank Guarantee for performance or to execute the Contract for the work offered to him, his EMD shall be forfeited and the Bidder may be disqualified from tendering for further works.		
7.2	The Performance Security Bank Guarantee for the works shall be valid beyond 30 days from the date of issue of the Taking-over-certificate till the end of defect liability period.		
8.0	Payment Terms		

8.1	Payment of wages, all allowances and benefits, leave entitlement, EPF Contributions, insurance (as applicable) etc., shall be the Contractor's responsibility as per the Acts prevailing in India and Local Authority.
8.2	95% of the Works Value shall be released to Contractor on 100% completion of works & submission of bill duly certified by Officer of NHSRCL. All taxes, GST & duties shall be paid extra at actual on submission of documentary proof by the contractor. Documents to accompany the Bill shall be:- (i) Tax Invoice
	(ii) Work Completion Certificate from NHSRCL
	(iii) Material Test/Warranty/Guarantee/Compliance Certificates.
	(iv) Final as built drawings of the works carried out.
	(v) Final as built Electric Layout and Fire System Plan/Drawings Remaining 5% shall be retained towards retention money and shall be released after the
	completion of the Defect Liability Period.
8.3	All measurements and quantities shall be expressed in units as defined in "Bill of Quantities"
8.4	All payment to the Contractor shall be made through RTGS / A/c payee cheque. For the purpose of RTGS Contractor has to provide his A/c Number, name of Bank, IFSC code of Bank and Address of bank etc.
9.0	Completion period
9.1	The entire services covered under this contract shall be completed within a period as specified in the "Appendix to Tender" from the date of issue of Letter of Acceptance by NHSRCL.
9.2	Contract period of 30 days is provided. Any extension if required, Client will give in writing for the extension and no price adjustment shall be applicable.
9.3	Time is the Essence of the contract
10.0	Priority of Contract Documents.
10.1	All tender documents forming the contract between NHSRCL and the Contractor are mutually explanatory of each other. In case of any conflict, discrepancy, inconsistencies, ambiguities between the various documents in the contract, the following order of priority shall be followed. However, the interpretation of Engineer/Employer shall be final in this regard. (a) Contract Agreement. (b) Letter of Acceptance of tender. (c) Notice Inviting Tender (d) Instruction to the Tender (e) Appendix to Tender (f) Form of Bid (g) Terms of References (h) Bill of Quantities (BOQ)
11.0	Appendix to Tender
11.1	Tenderer shall read carefully "Appendix to Tender".
12.0	Accepted Rate applicable till the completion of work.



12.1	The rates as per the accepted Bill of Quantities shall be firm and hold good till the completion of the work, and no additional claim or amount shall be admissible on account fluctuations in market rates, increase in taxes, GST, levies, fees royalties etc.		
12.2	The Contractor shall be fully responsible for all welfare requirements of the drive including (but not limited to), their accommodation, meals, wages, salary, transport to a from the site and entitlement.		
13.0	Indemnity by the Contractor		
13.1	The Contractor shall hold and save harmless and indemnify the Client/Employer/ officer-in-charge and their employees, from all actions, suits, proceedings, loss, costs, damages, charges, claims and demands of every nature and description brought against or recovered from the Client/Employer/ officer-in-charge and their employees by reason of any act or omission of the Contractor and/or his representative and/or his Employees and/or his Contractor in the execution of the works or in the guarding of the same. All the sums payable by Client /Employer/ officer-in-charge by way of compensation under any of these conditions shall be recovered from the dues of the Contractor, without reference to the actual loss or damage sustained, and whether or not any damage shall have been sustained.		
14.0	Termination		
14.1	If the Contractor abandons the contract, or persistently disregards instructions of the Officer-in-charge or contravenes any provisions of the contract, or fails to adhere to the agreed program of work or fails to provide services as desired by the officer or part thereof within time because of poor service; as per the terms & conditions of contract, then the contract shall be subject to termination without prejudice.		
15.0	OTHER CONDITIONS		
15.1	All taxes, GST & duties shall be paid extra at actual on submission of documentary proof by the contractor. The Contractor must ensure its works aree lawful in all respects, and shall not under any circumstances put NHSRCL in any position where NHSRCL is in breach of any laws, regulations, or directions of any authority including (but not limited to) laws, regulations or directions dealing with health, safety, timely payment of wages, minimum wages and provision of staffs.		
16.0	Unfulfilled Obligations		
16.1	Notwithstanding the issue of Completion Certificate, the Contractor and the officer-in-charge shall remain liable for the fulfillment of any unfulfilled obligations under the provision of the contract, prior to the issue of such Certificate, and for the purpose of determination of the nature and extent of any such obligation, the contract shall be deemed to remain in force between the parties thereto.		
17.0	Settlement of Disputes		
17.1	All disputes or differences of any kind whatsoever that may arise between the Employer/ officer-in-charge and the Contractor in connection with or arising out of the contract or subject matter thereof or the execution of works, whether during the progress of works or after their completion, whether before or after termination of contract shall be settled as under:		
18.0	Mutual Settlement		
18.1	All such disputes or differences shall in the first place be referred by the Contractor to the Employer in writing for resolving the same through mutual discussions, negotiations, deliberation etc. associating representatives from both the sides and concerted efforts shall be made for reaching amicable settlement of disputes or differences.		
19.0	Conciliation / Arbitration		



10.1			
19.1	It is a term of this contract that Conciliation / Arbitration of disputes shall not be commenced unless an attempt has first been made by the parties to settle such disputes through mutual settlement.		
19.2	If the Contractor is not satisfied with the settlement by the Employer on any matter in question, disputes or differences, the Contractor may refer to the Managing Director of the Employer in writing to settle such disputes or differences through Conciliation or Arbitration provided that the demand for Conciliation or Arbitration shall specify the matters, which are in question or subject of the disputes or differences as also the amount of claim, item wise. Only such dispute (s) or difference (s) in respect of which the demand has been made, together with counter claims or the Employer shall be referred to Conciliator or Arbitrator as the case may be and other matter shall not be included in the reference.		
19.3	Managing Director of the Employer may himself act as Sole Conciliator/Sole Arbitrator or may at his option appoint another person as Sole Conciliator or Sole Arbitrator, as the case may be. In case, Managing Director of the Employer decides to appoint a Sole Conciliator/Sole Arbitrator, then a panel of at least three names will be sent to the Contractor. Such persons may be working / retired employees of the Employer who had not been connected with the work. The Contractor shall suggest minimum two names out of this panel for appointment of Sole Conciliator / Arbitrator. Managing Director of the Employer will appoint Sole Conciliator / Sole Arbitrator out of the names agreed by the Contractor.		
19.4	In case, the Contractor opts for settlement of disputes through Conciliation at first stage and if the efforts to resolve all or any of the disputes through Conciliation fails, the Contractor may refer to the Managing Director of the Employer for settlement of such disputes or differences through Arbitration. The appointment of Sole Arbitrator shall be done by Managing Director of the Employer as per the procedure described above. No disputes or differences shall be referred to Arbitration after expiry of 60 days from the date of notification of failure of Conciliation.		
19.5	The Conciliation and/or Arbitration proceedings shall be governed by the provisions of the Arbitration Act and any statutory modification or re-enactment thereof and shall be held in any place in India.		
19.6	The language of proceedings, documents or communications shall be in English and the award shall be made in English in writing.		
19.7	The Conciliation/Arbitration proceedings shall be held at a place decided by Conciliator / Arbitrator.		
19.8	The fees and other charges of the Conciliator / Arbitrator shall be as per the scales fixed by the Employer and shall be shared equally between the Employer and the Contractor.		
20.0	Settlement through Court		
20.1	It is a term of this contract that the Contractor shall not approach any Court of Law for settlement of such disputes, where such dispute is subject to Arbitration as refereed to Clause 21.		
21.0	No suspension of work		
21.1	The obligations of the Employer, the officer-in-charge and the Contractor shall not be altered by reasons of conciliation /arbitration being conducted during the progress of works. Neither party shall be entitled to suspend the work on account of conciliation/arbitration nor shall payments to the Contractor continue to be made in terms of contract.		
22.0	Award to be binding on all parties		



22.1	The award of the Sole Arbitration, unless challenged in court of law, shall be binding on all parties.		
23.0	Jurisdiction of Courts		
23.1	The Indian courts shall be exclusive jurisdiction to hear and determine all actions and proceedings arising from the contract.		
24.0	Secrecy/Non-disclosure		
24.1	The Contractor shall ensure that all the information is kept totally confidential in connection with this bid and the Contractor shall not disclose or divulge the same to any unauthorized person failing which Employer /officer-in-charge reserve the right to cancel the contract or cease further dealing with the Contractor.		
25.0	Special conditions of contract		
25.1	Tenderer shall be solely responsible for calculation of quantities and extent of the work to be executed. No additional payment on account of the any work which, the Tenderer may or may not have considered but is essential for the completion of the work.		
25.2	DELETED		
25.3	DELETED		
25.4	The contractor shall give consent for receipt of payment through RTGS/ECS/NEFT. Charges if any will be on account of the contractor. The contractor shall provide all the details like Name of the bank, Address of the bank, branch code, IFSC code of the bank, Type of the account, Account no., contact no. for account related queries etc.		
25.5	The Contractor shall not sublet the entire work under the contract or any part thereof under		
	any circumstances. Contract may be rescinded and security deposit forfeited for subletting		
	the work without approval or for bribing a public officer or if contractor becomes		
	insolvent.		
25.6	INDEMNITY: The Contractor shall at all times indemnify to the NHSRCL administration against all claims which may arise due to statutiry requirement or otherwise or due to the breach of the terms and conditions mentioned herein and owing to any sort of act of commission on the part of the contract during the currency of the contract.		
25.7	Tender shall be soleley responsible for wellfare of his staff.		
25.8	RATES:		
	The rates quoted by firm and accepted by NHSRCL shall be firm		
	in the same of the		
	Applicable taxes shall be deducted at source as per extant rules.		
25.9	Security Deposit: The Earnest Money deposited by the Contractor with his tender will be retained by the Railways as part of security for the due and faithful fulfillment of the contract by the contractor. The balance to make up the Security Deposit, the rates for which are given below, may be deposited by the Contractor in cash or may be recovered by percentage deduction from the Contractor's "on account" bills. Provided also that in case of defaulting contractor, the Railway 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.		
	Recovery Of Security Deposit: 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,		



(c) Security Deposits will be recovered only from the running bills of the contract and no other mode of collecting SD such as SD in the form of instruments like BG (except Note (ii) below); FD etc. shall be accepted towards Security Deposit

Security Deposit shall be returned to the contractor after the expiry of the maintenance period in all the cases other than Note (i) mentioned below and after passing the final bill based on No Claim Certificate with the approval of the Competent Authority. The Competent Authority shall normally be the authority who is competent to sign the contract. If this Competent Authority is of the rank lower than JA Grade, then a JA Grade Officer (concerned with the work) should issue the certificate. The certificate, inter alia, should mention that the work has been completed in all respects and that all the contractual obligations have been fulfilled by the contractor and that there is no due from the contractor to Railways against the contract concerned. Before releasing the SD, an unconditional and unequivocal 'No Claim Certificate' from the contractor concerned should be obtained.

Note -

- a) After the work is physically completed, Security Deposit recovered from the running bills of a contractor can be returned to him, if he so desires, in lieu of FDR/irrevocable Bank Guarantee for equivalent amount to be submitted by him.
- b) Maintenance period Nill
- c) 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.

25.10 **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 the form of Irrevocable Bank Guarantee amounting to 5% of the contract value:
- (c) The Performance Guarantee shall be submitted by the successful bidder after the Letter Of Acceptance (LOA) has been issued, but before signing of the contract agreement. This P.G. shall be initially valid upto the stipulated date of completion plus 60 days beyond that. In case, the time for completion of work gets extended, the contractor shall get the validity of P.G. extended to cover such extended time for completion of work plus 60 days.
- (d) The value of PG to be submitted by the, contractor will not change for variation upto 25% (either increase or decrease). In case during the course of execution, value of the contract increases by more than 25% of the original contract value, an additional

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Performance Guarantee amounting to 5% (five percent) for the excess value over the original contract value shall be deposited by the contractor.

- (e) The Performance Guarantee (PG) shall be released after physical completion of the work based on 'Completion Certificate' issued by the competent authority stating that the contractor has completed the work in all respects satisfactorily. The Security Deposit shall, however, be released only after expiry of the maintenance period and after passing the final bill based on 'No Claim Certificate' from the contractor.
- (f) Whenever the contract is rescinded, the Security Deposit shall be forfeited and the Performance Guarantee shall be encashed. The balance work shall be got done independently without risk & cost of the failed contractor. The failed contractor shall be debarred from participating in the tender for executing the balance work. If the failed contractor is a JV or a Partnership firm, then every member/partner of such a firm shall be debarred from participating in the tender for the balance work in his/her individual capacity or as a partner of any other JV /partnership firm.

25.11 TECHNICAL ELIGIBILITY CRITERIA (To be read in conjuncture with page 6, NIT to Tender)

- a) Tenderer Should have completed at the time of opening of tender in the last three financial years (i.e. current year and three previous financial year, at least one similar work (Fire Alarm System, Electrification, False Ceiling, Networking Cabling, Telecom Cabling, Partitions etc.) for a minimum value of Rs. 16,00,000.00
- b) The total value of similar nature of work completed during the qualifying period and not the payments received within qualifying period alone, shall be considered. In case, final Bill of similar nature of work has not been passed and final measurements have not been recorded, the paid amount including statutory deductions will be considered.

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

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

C) Tenderers shall submit self-attested photo copies of their Experience Certificates issued by Cleint.

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

d) The value of work completed will not include the cost of any materials issued free of cost by the Railway/ Department concerned. Price Variation amount (if any) if indicated / incorporated in the experience certificate will also be considered towards eligibility.



25.12 FINANCIAL ELIGIBILITY CRITERIA (To be read in conjuncture with page 6, NIT to Tender)

The tenderer(s) shall be eligible only if he / they fulfill Eligibility Criteria of having received total contract amount during the last three financial years and in the current financial year upto date of tender opening, with a minimum of Rs. 45,00,000.00 of the advertised tender value.

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

JV or PSV or PARTNESHIP specifically for this Work is not allowed for.

- 1.1 i) In case the tenderer is an individual / proprietary concern, the experience and turnover shall be in the name and style of the Individual / Proprietary concern only. (Note: The partner of a Partnership Firm cannot claim the credentials of Partnership Firm to the extent of his share either during the subsistence of the Partnership Firm or after its dissolution).
- ii) In case the tenderer is a Partnership Firm(s), the experience and turnover shall be in the name and style of the firm only.
- iii) If the Tenderer is a Partnership Firm, all the partners shall be jointly and severely liable for successful completion of the work and no request for change in the constitution of the Firm shall be entertained.
- iv) During the currency of the contract, no partner of the firm shall be permitted to withdraw from the Partnership business and in such an event it shall be treated as breach of trust and abandonment of contract work.
- 1.2 Partnership deeds, Power of Attorney etc: The tenderer shall clearly specify whether the tender is submitted on his own or on behalf of a Partnership concern. If the tender is submitted on behalf of a Partnership concern, he should submit the certified copy of Partnership deed along with the tender and authorization to sign the tender documents on behalf of Partnership firm. If these documents are not enclosed along with tender documents, the tender will be treated as having been submitted by individual signing the tender documents. NHSRCL will not be bound by any Power of Attorney granted by the tenderer or by changes in the composition of the firm made subsequent to the execution of the contract. It may, however recognize such Power of Attorney and changes after obtaining proper legal advice, the cost of which will be chargeable to the contractor.
- 1.3 The tenderer whether sole proprietor, a Limited Company or a Partnership Firm if they want to act through agent or individual partner(s) should submit along with the tender or at a later stage, a Power of Attorney duly stamped and authenticated by a Notary Public or by Magistrate in favour of the specific person whether he/they be partner(s) of the firm or any other person specifically authorizing him/them to submit the tender, sign the agreement, receive money, witness measurements, sign measurement books, compromise, settle, relinquish any claim(s) preferred by the firm and sign "No Claim Certificate" and refer all or any disputes to arbitration.



	1.4 a) In case Proprietary Firm or HUF, the following documents shall be enclosed: Affidavit on stamp paper of appropriate value declaring that his/her concern is a proprietary concern and he/she is sole proprietor of the concern or he/she is in position of "KARTA" of Hindu Undivided Family (HUF) and he/she has the authority, power and consent given by other partners to act on behalf of HUF.
	b) In case Partnership Firm(s), the following documents shall be enclosed:
	i) Notary certified copy of the Partnership deed. Note: Partnership deed is also acceptable as per Para No.1.0 of Special Conditions of Contract.
	ii) Power of Attorney (duly registered as per prevailing law) in favour of one of the partners of the Partnership Firm to sign on the tender/agreement on behalf of the Partnership Firm and create liability against the firm.
	c) In case Private Limited /Limited Companies, the following documents shall be enclosed:
	i) Notary certified copy of Resolution of the Directors of the Company permitting the company to participate in the tender, authorizing MD or one of the Directors or Managers of the Company to sign the agreement, such other documents required to be signed on behalf of the company and enter into liability against the company and/or do any other act on behalf of the company.
	ii) Copy of Memorandum and Articles of Association of the Company.
	iii) Power of Attorney (duly registered as per prevailing law) by the company authorizing the person to do/act mentioned in the para (c) (i) above.
25.14	Tender received without Tender fee cost shall be summarily rejected.
25.15	The General Conditions of Contract governing the execution of the works covered by this tender are "IRS General Conditions of Contract" of the Engineering Department, as amended from time to time up to date. A copy of the booklet incorporating the above "IRS General Conditions of Contract" may be perused from www.indianrailways.gov.in
	In submitting this tender it would be deemed that the tenderer has kept him fully informed of the provision of IRS General Conditions of Contract including all corrections and Ammendments issued up to date and claim that he is not aware of any ammendment or



correction slip to IRS GCC shall not be entertained.





ANNEXURE-A

SUPPLEMENTARY AGREEMENT

Articles of Agreement made on this in the year and between
National High Speed Rail Corporation Limited acting through the Chief Project Manager, National
High Speed Rail Corporation Limited, Office No. 104, 3rd Floor, Someshwar Square, Near
Someshwar Enclave, Vesu, Surat - 395007 hereinafter called as one party and
of the second part.
Where the party hereto of the second part executed an agreement with the party hereto of the first part
being agreement No dated for the performance of
herein called the principal agreement.
And whereas it was agreed by and between the parties hereto that the works would be completed by the
party hereto of the second part on "date last extended" and whereas the party hereto of the
second part has executed the work to the entire satisfaction of the party hereto of the first part and
whereas the party hereto of the first part already made payments to the party hereto of the second part
diverse sums from time to time aggregating to ` including the final bill bearing voucher
No dated (the receipt of which is hereby acknowledged by the party hereto
of the second part) in full and final settlement of all his claim under the principal agreement.

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

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

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

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



Tender No. NHSRCL(ST)/MA/AD/04/OFFICE FURNISH/07/2018

Signature of the Tenderer/s	For& on behalf of	
Signatures of the Witness	Witness	
***************************************	(*************************************	



ANNEXURE-B

FORM OF AGREEMENT

(To be executed on requisite value of stamp Papers)

AGREEMENT

THIS AGREEMENT made on Speed Rail Corporation Limited	l, (hereinaft	ter called "	the Employe		f the one	part and
(hereinafter called "the Contractor"						
WHEREAS the Em	• • • • • • • • • • • • •	• • • • • • • • • • • • •				• • • • • • • • • • • • • • • • • • • •
	be exe	ecuted l	y the	Contractor	viz. C	ontract
NOW THIS AGREEMENT WIT	INESSETE	I as follows	s:			
1. In this Agreement, words assigned to them in the Conditions				ime meaning a	s are resp	ectively
2. The following documents s Agreement:	shall be dee	emed to for	m and be re	ead and constru	ied as part	t of this
Volume I: a) The Contract Agreement						
b) Letter of Acceptance						
c) Notice Inviting Tender with Ann	iexures					
d) Form of Bid						
e) Instructions to the Tenderers & A	Appendices					
f) Appendix to Tender	• •					
i) Annexures/Forms						



- 3. In consideration of the payments to be made by the Employer to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Employer to execute and complete the Works and remedy any defects therein in conformity in all respects with the provisions of the Contract.
- 4. The Employer hereby covenants to pay the Contractor in consideration of the execution and completion of the Works and the remedying of defects therein the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

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

(Name, Designation and address of the authorised signatory)

(Name, Designation and address of the authorised signatory)

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

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

Witness:

Witness:

1.

1.

2.

2.

Name and address of the witnesses to be indicated



ANNEXURE-C

APPLICATION LETTER

(On the Letter head of the Interested firm)

Date: DD-MM-YYYY

Chief Project Manager, National High Speed Rail Corporation Limited, Office No. 104, 3rd Floor, Someshwar Square, Near Someshwar Enclave, Vesu, Surat – 395007.

Sub.: Notice Inviting Tender: Furnishing of 6000 sqft. of office space in Surat for Mumbai-Ahmedabad High Speed Railway Project under CPM Surat.

Dear Sir,

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

Signature & Stamp (Authorised Signatory)



ANNEXURE-D

FORMAT FOR WORK EXPERIENCE

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

1	Name of work	
2a	Nature of work:	
2b	Details of Services provided.	
3	Detail of Client:	-Name of Client
		-Phone Number
		-Address
4	Duration of Assignment (please indicate	-Start Date:
	start & finish date)	-Finish Date:
5a	Were services provided as	YES / NO
Ja	JV/Consortium?	I E3 / NO
5b	If yes, then exact description of the	
	division of responsibility between you &	
	your Associate.	
6	Whether certificate from Client attached	YES / NO

Signature of Authorised Representative



ANNEXURE-E

FORMAT FOR LIST OF WORK

- (i) The following information should be provided in the format indicated for each reference work for which your company, either individually as a corporate entity or as one of the major companies was legally contracted by the client.
- (ii) List shall be provided for only those projects where Works were completed during last five years.
- (iii) The information should be specific & to the point to facilitate a quick and objective decision.
- (iv) CERTIFICATE FROM CLIENT SHALL BE PRODUCED FOR CHECKING IF DEMANDED BY COMMITTEE MEMBERS DURING PRESENTATION
- 1. List of organisations where works have been carried out:

SI. No	Name of Project	Name of Client	Value of Project (Rs)	Whether work executed in JV/Consortium.	Details of Work Executed

Signatu	ire of Authorised Representative		
Name	•		



VOLUME - II BILL OF QUANTITY



BILL OF QUANTITIES (BOQ)

Subject: Furnishing of 6000 sqft. of office space in Surat for Mumbai- Ahmedabad High Speed Railway Project under CPM/Surat.

SN	Description of Item	Unit	Qty.	Tendered Rates (Rs.)	Amount (Rs.)
1	False Ceiling	Sqft	6000		
2	Electrical Wiring, Fixture, Switches, Lights etc	Sqft	6000		
3	Tuff Glass & Door	LS	1		
4	Blinds	LS	1		
5	Furniture (As per scope included) i.e. Work Stations, Storage Racks etc.	LS	1		
6	Fire Alarm System	LS	1		
7	Networking & Telecom Works	LS	1		
8	Flooring, Logo Work, Frost Film, Colour/Polish Work	LS	1		
9	Wash Room, Artifects, Painting	LS	1		
10	Miscellenous Civil Works	LS	1		
Total A	mount				
Total Q (In Wor	uoted Amount in INR rds)				

Note:

- 1) Taxes shall be paid extra
- 2) Tenderer must quote the rates in both "figures" and "Words".
- 3) The rates quoted by firm and accepted by NHSRCL shall be firm during currency of the contract and extensions, if any granted. Price variation is not applicable

Signature of Contractor _____



Name of Authorised person _	3
Date & Seal of Company	







	DISMENTALING, CIVIL, ELECTRICAL, FURNITURE & OTHER MISCELLENEOUS WORKS AT NHSRCL OFFCE, SURAT, GUJARAT					
	LIST OF APPROVED MAKES					
	DISMENTALING & CIVIL WORK					
1	Cement :53 grade, OPC -JK, Ambuja, Binani, Sanghi, Sidhhi or eqiv.					
2	Note that the second of					
3	Aggregate : As per required and specified (in drawing) size and shape.					
4	Water Proofing, other chemical compound, adhesive & admixture: Roff, BALENDURA or eqiv. as per manuals/ instruction of respective					
5	Sand : White Fine sand from Sweet Water Area free from aggregates.					
6	Vitrified Tiles: SOMANY, SIMPOLO, NAVEEN, OREVA, VERMORA OR equiv.					
	FURNITURE WORK					
1	Solid Wood for Beading patti : Ghana Teak seasoned wood as per approval and instructions.					
2	Ply: Water Prrof ply Like CPL,ORNATO,CENTURY,ARCHILAM, Durbun etc or equi. Company.					
3	Flush Door: 35mm tk pine wood made of approved conpany.					
4	M.S guage. : As per instruction and design					
5	Glass: Modi Guard or Saint Gobain. Thickness as prescibed Toughen where required (as per detail).					
6	Laminate : For inside storages - 1.0 mmtk Approved company and shade, Greenlam, royaltouch					
7	Laminate: For Outerside - 1.0mmtk Approved company and shade ,Greenlam,royaltouch					
8	Veneer : For Outerside - 4.0mm tk of Century, timeax, natural Approved company and shade					
9	Hinges for Furniture: L- hinges / J-hinges / auto hinges where required. Approved company					
10	Floor Spring / patch fittings : Enox / OZONE/ HETTICH made or equivelent Company as per door weight.					
11	Counsiled Door Closer: Enox / OZONE/ HETTICH made or equivelent Company as per door weight.					
12	Hinges for Doors: Approved company and quality.					
13	Glass Door Lock: Enox / OZONE/ HETTICH or equivelent company as per approval					
14	Wooden Door Lock: Godrej or equivelent con as per approval					
15	Drawer Lock: Godrej as per approval					
16	Wardrobe Lock: Godrej as per approval					
17	Handles / Nob: SS Made of approved size of standard company or ply / wood made as per design.					
18	SS : SS 304 where used Size as per details					
19	Melamine Polish: Polish using company suggested base materials and finishing materials. Finishing upto satisfaction of architect.					
20	Plastic Paint: ICI, Asian Company only.					
21	Gypsum Sheet: Gypsum India or equivelent company.					
	ELECTRICAL WORK					
1	Elect Wires: ISI Finolex. Haveil's, Polycab, PVC flexible, multistrand, multicore, Cu FRLS of diff. rating, shade as per approval.					
2	Modular Switches, Plates and Sockets: Matching existing Company and detail ISI modular Havell's, Anchor, MK, Legrand OR equiv. Company					
3	Network Sockets : Matching existing one or D-Link Sockets only.					
4	Network Cables: Use of Existing Cat 6 Network Cables and if new required, same will be used or Finolex.					
5	Telephone Cables: Use of Existing 4 pair telephone lines if new required, same will be used or Finolex.					
6	New MCB / DB : Matching existing Company only i.e. LEGRAND, C&S, Havells, Siemens made.					
7	Lamps and Tubes : ISI oshram, Phillips, Havells, Crompton or equi as per approval					
8	New Ceiling Light[9-12w] concealed : Approved company and shade with chowk.					
9	Wall Light: Fancy wall light as per approval					
10	New Tube and Chowk: OSRAM, PHILLIPS, HAVELLS, CROMPTON MADE Only.					
11	Exhaust Fan : Havells, Usha and equivelent make.					
12	NEW SWITCH: Havell's , Anchor, MK, Legrand or Matching Existing One Only (If required)					
	OTHER MISCELLANEOUS WORK					
1	Plastic Paint: Asian,ICI (Dulux) Company Only.					
2	Vertical Blinds: As per approval shade and material					
3	Fire Fighting System: Fire Fighting system as per Kanex, Ravel make specification & smoke detector of system sensor company make, 12 volt battery of exide company make					
	Networkin System : Networking ystem as per D-Link make specification.					













