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

SERVICES FOR PROVIDING VEHICLE ON HIRING BASIS TO NHSRCL FOR MUMBAI - AHMEDABAD HIGH SPEED RAILWAY PROJECT IN GUJARAT FOR SURAT OFFICE

Tender No.: NHSRCL(ST)/MA/AD04/Vehicle Tender/003.2/V-V/2020

TENDER DOCUMENT
(Single Packet System)

(Vol-1: Top Sheet, Index, Notice Inviting Tender, Instruction to Tenderers, TOR, GCC, Special Condition of Contract, Annexures, Formats, Declarations)

(Vol-2: Letter of Price Bid, BOQ, Offer Sheet & Penalty clause)

2020

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

Volume – 1

Signature of Tenderer
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Signature of Tenderer
**Volume-1**

NOTICE INVITING TENDER

Chief Project Manager, National High Speed Rail Corporation Limited, Office No.1001-1006, 10th Floor, Swastik Universal, Dumas Road, Rundh, Surat-395007, Gujarat invites sealed Tender in prescribed forms for the below mentioned work:

<table>
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<th>Services for Providing Vehicle on Hiring Basis to NHSRCL for Mumbai – Ahmedabad High Speed Railway Project In Gujarat for Surat Office.</th>
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<td>Earnest money Deposit :-</td>
<td>Rs. 1,44,000/-</td>
</tr>
<tr>
<td>Tender Fees :-</td>
<td>Rs. 5,900.00 (Including 18 % GST)</td>
</tr>
<tr>
<td>Completion period :-</td>
<td>24 Months</td>
</tr>
<tr>
<td>Validity of offer :-</td>
<td>90 Days</td>
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<tr>
<td>Type of Tender :-</td>
<td>Open Tender</td>
</tr>
<tr>
<td>Tender closing date :-</td>
<td>12.03.2020 @ 1500 hrs</td>
</tr>
<tr>
<td>Tender opening date :-</td>
<td>12.03.2020 @ 1530 hrs</td>
</tr>
<tr>
<td>Place of Pre-bid Meeting, submission &amp; opening of Tender :-</td>
<td>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</td>
</tr>
<tr>
<td>Contact Details, For any query &amp; information :-</td>
<td>Mobile No. 9725218502, Email:- <a href="mailto:dycpmciv2.st@nhsrcl.in">dycpmciv2.st@nhsrcl.in</a></td>
</tr>
</tbody>
</table>

Tender documents can be downloaded from [www.nhsrcl.in](http://www.nhsrcl.in) and CPC websites [https://eprocure.gov.in/epublish/app](https://eprocure.gov.in/epublish/app) from 19.02.2020 onwards.

(a) Tenderer(s) may note that tender documents consist Volume-1 and Volume-2. The complete document is to be downloaded from website for submission of the offer otherwise the document will be treated as incomplete and summarily rejected.

(b) 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.

(c) 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.

(d) 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.

(e) 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.

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*Signature of Tenderer*
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.

(f) Sealed tender offers as per the single 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.

(g) Bidder requiring any clarification of the Bidding Documents shall contact the Employer in writing at the Employer’s address specified above. 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.

(h) **JV/Consortium is not allowed in this tender.**

(i) 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. Such bidders are exempted from submitting tender fee only. However, they shall compulsorily submit the EMD. The onus of proving that the bidder is exempted from payment of cost of tender document lies on the bidder. It should be noted that mere opening of bid does not mean that the bid has to be considered by NHSRCL as a valid bid. If later, it is discovered from the submitted documents that bidder is not exempted from payment of cost of tender, his bid shall be treated as non-responsive and will be rejected summarily.


The tender document comprises of various parts and contains as under.
INSTRUCTIONS TO TENDERERS (I.T.T)

1. The following documents form part of Tender/ Contract:
   a) Notice Inviting Tender.
   b) Instructions to Tenderers.
   c) ToR
   d) GCC
   e) Tender Form
   f) Special Conditions, annexures, forms, declarations etc.
   g) Schedule of approximate quantities (BOQ).

2. The Tenderer(s) shall quote his /their rates for individual item. 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.

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

4. INSPECTION OF SITE BEFORE TENDERING ETC.: Deleted (NA)

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

6. 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 Surat to be enclosed with the tender documents along with required DD / FDR towards Earnest Money Deposit of National High Speed Rail Corporation Limited, Surat.

Signature of Tenderer
In case, the offer is not accompanied with the valid tender fees, **the tender will be summarily rejected** (Except for MSME).

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

7. **EARNEST MONEY AND SECURITY DEPOSIT:**

(A) **EARNEST MONEY**

(a) Bid must be accompanied by an Earnest Money Deposit of RS. **1,44,000/-** 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 of opening the same. It is understood that the Tender documents have been sold/issued to the Tenderer and the Tenderer is being permitted to tender in consideration of the stipulation on his part that after submitting his/their tender, subject to the period being extended further if required by mutual agreement from time to time, he will not resile from his offer or modify the terms and conditions thereof in manner not acceptable to the NHSRCL should the Tenderer fails to observe or comply with the foregoing stipulation, the aforesaid amount shall be liable to be forfeited to the NHSRCL.

(c) The Earnest Money of the unsuccessful tenderer(s) will, save as here-in-before provided, be returned to the unsuccessful tenderer(s) within a reasonable time but NHSRCL shall not be responsible for any loss or depreciation that may happen to the security for keeping 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 to submit PBG within specified time after receipt of notice issued by the NHSRCL to commence the work within Fifteen days after receipt of orders to that effect. Contract Agreement should signed within seven days of submission of PBG.

(Signature of Tenderer)
(e) 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.

(B) SECURITY DEPOSIT: -

(1) The Earnest Money deposited by the Contractor with his tender will be retained by the NHSRCL as part of security for the due and faithful fulfilment of the contract by the contractor. The balance to make up the security deposit, may be recovered by percentage deduction from the contractor’s “on account” bills. Provided also that in case of defaulting contractor the NHSRCL may retain any amount due for payment to the contractor on the pending “on account bills” so that the amounts so retained may not exceed 5% 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 certificate, inter alia, should mentioned that the work has been completed in all respects and that all the contractual obligations have been fulfilled by the contractors and that there is no due from the contractor to NHSRCL against the contract concerned. Before releasing the SD, an unconditional and unequivocal no claim certificate from the contractor concerned should be obtained.

(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 returned which will include the interest accrued thereon.

Signature of Tenderer
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 returned which will include the interest accrued thereon.

8. RIGHTS OF NRSRCL TO DEAL WITH TENDERS: -The authority for the acceptance of the Tender will rest with the NRSRCL. 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 NRSRCL to assign reasons for declining to consider or reject any particular tender or tenders.

9. 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 NRSRCL reserves the right to reject such Tender at any stage.

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

11. MINIMUM ELIGIBILITY CRITERIA AND TENDERER’S CREDENTIALS:

11.1 Technical Eligibility Criteria:

The tenderer must have successfully completed following during last 03 (three) years, excluding GST, ending 31/01/2020:

“One similar work costing not less than the amount equal to INR 54.2 lacs.

Similar work - “Services for Providing Vehicles consisting 4 wheeler cars such as Hatchbacks, Sedans and SUVs on Hiring Basis to various organizations as detailed in subsequent para.”

Signature of Tenderer
Credential/ similar work completion certificate issued by Government Organizations/ Semi Government Organizations of Central or State Government; by Public Sector Undertakings/ Autonomous Bodies of Central or State Government; or by Public Ltd. Companies listed in Stock Exchange in India or Abroad shall only be accepted for assessing the eligibility of Tenderer.

11.2 Financial Eligibility Criteria:

The tenderer must have received contractual payments, excluding GST, in the previous three financial years and the current financial year up to the date of opening of tender, at least Rs. 1.01 Crores.

Payment received for similar work in last 03 years & current year should reflect in form 26AS and in CA’s certificate, failing which, meeting of technical & financial eligibility criteria shall not be established and thus bid shall be summarily rejected.

The tenderer is required to submit proof as how they meet the eligibility criteria for the tendered work as above in 11.1 & 11.2 and also point (a) to (p) as subsequently mentioned. In case they do not submit any proof of meeting the eligibility criteria, 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) Attested copies of Affidavit for sole proprietorship / partnership deed / memorandum and Articles of Association along with details pertaining to place of registration, principal place of business of the firm, etc.

   b) 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.

   c) Certificates which may be an attested Certificate from the client, Audited Balance Sheet duly certified by the Chartered Accountant and form 26AS etc. regarding contractual payments received in the past 03 years.

   d) 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 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.

   e) Sub-let work experience certificate shall not be considered.

[Signature of Tenderer]
f) List of permanent drivers and staff employed by the tenderer.

g) Following documents are essential and must be submitted as part of tender offer:-
Details of deployment of resources i.e. fleet of vehicles available. Details regarding license to operate commercial vehicles in the state of Gujarat.

h) 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.

i) 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.

j) Supportive documents/ certificates from the organizations with whom they have worked/are working should be enclosed.

k) 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.

l) 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.

m) 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, shall be forfeited and agency shall be banned for doing business.

n) In case of items ‘i’ and ‘j’ above, supportive documents/certificates from the organizations with whom they have worked/are working should be enclosed. 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.

o) Within 7 days of issuance of LOA the Tenderer should submit the relevant registration document, Road Tax, Insurance, Pollution Under Control Certificate (PUC) etc. and make the vehicles ready for hire to NHSRCL.

12. 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 annexed to the tender and the documents as mentioned in Tender form.

Signature of Tenderer
13. 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 Power of Attorney 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.

14. 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.

15. 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 90 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:

[Signature of Tenderer]
(i) 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;

(ii) Guarantee Bonds executed or Deposits Receipts tendered by all Scheduled Banks;

(iii) A Deposit in the Post Office Saving Bank;

(iv) A Deposit in the National Savings Certificates;

(v) Twelve years National Defence Certificates;

(vi) Ten years Defence Deposits;

(vii) National Defence Bonds

(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 60 days.

(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 NHSRCL, shall be returned to contractor as per their request duly safeguarding the interest of NHSRCL.

(ii) The procedure to release “Excess PG available with NHSRCL 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 NHSRCL, in any of the forms as per clause 16(4) except in cases where earlier PG has been submitted either in case or Demand draft.

(b) NHSRCL shall duly verify and confirm the genuinely of revised PG as per concurrent guidelines.

(c) After confirmation 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 bill 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 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.

(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 NHSRCL any amount due, either as agreed by the contractor or determined under any of the Clauses/Conditions of the Agreement, within 30 days of the serving of notice to this effect by Engineer leading to encashment of PG.

(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.

16. 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.

17. TENDER DOCUMENTS ARE NOT TRANSFERABLE.

18. The tender will be governed with General condition of contract corrected up to latest correction slip.

Signature of Tenderer
19. Submission and Opening of Bids

20. Type of Bid  Single packet system

21. The procedure for submission and marking of bids

   a. The bid must be sealed as mentioned below:

   21.a.1. All the documents must be sealed in a single large Envelope and must be marked with Tender No, Tender Name and Opening date & time.

   b. The Envelope must be marked as follows:

   21.b.1. Tender No.:  
            Tender Name:  
            Opening Date & Time: As per NIT or subsequent Corrigendum/ Addendums

            To,
            NHSRCL’s Address mentioned in NIT

            From:
            Bidder’s Name & Address

22. Documents to be submitted by the Bidder

   a.) The bidder has to submit the following documents

   22.a.1. Tender fee
22.a.2. Earnest Money Deposit

22.a.3. Tender documents stamped and duly signed by the authorized signatory

22.a.4. Any overwriting, erasures or cancellations shall only be valid, if they are attested by the signatory (ies) to the bid.

22.a.5. Self-certified copy of GST Certificate

22.a.6. Self-certified copy of Pan Card

22.a.7. Bank details along with cancelled cheque


22.a.9. The bidding firm has to give an affidavit stating that all the documents submitted are true and correct in the format attached. If the certificates regarding eligibility criteria submitted are found to be forged/false or incorrect, the action shall be taken.

22.a.10. 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.

22.a.11. Credentials in support of work experience and financial requirements stated in tender in prescribed format.

22.a.12. All annexures, declarations, forms etc. duly filled and signed.

Signature of Tenderer

Evaluation and Award of Contract

23. Procedure of Opening and Evaluation of Bid

a.) On scheduled date of opening of Tender, Envelope containing offer document will be opened.

b.) The Employer shall examine the bids to determine whether they are complete, whether copy of all relevant documents have been received not later than the prescribed date and time for bid submission and generally in order.

c.) Prior to the detailed evaluation, Employer shall determine whether each bid is of acceptable quality, is generally complete and is substantially responsive to the bidding documents. For purposes of this determination, a substantially responsive bid is one that conforms to all the terms, conditions and specifications of the bidding documents without material deviations, objections, conditionality or reservation. A material deviation, objections, conditionality or reservation is one:

   That affects in any substantial way the scope, quality or performance of the contract.

   That limits in any substantial way, inconsistent with the bidding documents, the Employers’ rights or the successful Bidder’s obligations under the contracts; or

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

d.) 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.

Signature of Tenderer
e.) 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 inform affected Tenderer, the grounds of such action.

24. Correction of Arithmetical Errors

a.) Provided that the bid is substantially responsive, the Employer shall correct arithmetical errors on the following basis:

24.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;

24.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

24.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.

25. 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.

26. 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 i.e. third party insurance.

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.

Signature of Tenderer
TERMS OF REFERENCE (TOR)

1. General Information of the Project:
Services for Providing Vehicle on Hiring Basis to NHSRCL for Mumbai – Ahmedabad High Speed Railway Project In Gujarat for Surat Office.

A | GENERAL OBLIGATION

2.0 Laws Governing the Contract
2.1 The contract shall be governed by the laws in force in GUJARAT.

3.0 MOBILISATION ADVANCE
3.1 No mobilization Advance shall be paid by NHSRCL.

4.0 Working Hours
4.1 The working hours normally will be from 8.00am to 8.00pm. However, the actual timing may vary as per the officer-in-charge of the vehicle while taking consideration into 12 hrs working per day and 300/312 hrs per month. The working hours will be 300/312 hrs. per vehicle in a month. Any extra hrs. beyond 300/312 hrs will be considered for payment for each vehicle.

5.0 Medical and Personal Accident Insurance
5.1 Medical and Personal Accident Insurance will be borne by the Contractor. This insurance shall protect the contractor and NHSRCL against all claims arising from injuries, disabilities, disease or death of members of public or damage to property of others, due to any act or omission or commission on the part of the contractor, his agents/representatives and sub-contractors. This insurance shall also cover all the liabilities of the contractor arising out of the clause entitled 'Defence of Suits' under General Conditions of Contract.

5.2 The above are only an illustrative list of insurance covers normally required, and it will be the sole responsibility of the contractor to maintain all necessary insurance coverage to the extent both in time and amount to take care of all his liabilities either direct or indirect in pursuance of the contract.

6.0 Payment Terms
6.1 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.

6.2 Payment shall be released to Contractor on monthly basis, on submission of monthly running account bill duly certified by Officer of NHSRCL and the bill should be invariably accompanied by photo copy of logbook (daily basis) signed by nominated NHSRCL official. Taxes likes GST, Toll tax, parking etc. shall be paid extra at actual submission of documentary proof by the contractor.

6.3 All measurements and quantities shall be expressed in units as defined in “Bill of Quantities”

6.4 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.

7.0 Completion period
7.1 The entire services covered under this contract shall be completed within a period as specified in the “NIT” from the date of issue of Letter of Acceptance by NHSRCL.

7.2 Contract period of 24 (Twenty Four) months is provided. Extension if any shall be dealt as per mutual agreement of NHSRCL and contractor.

Signature of Tenderer
<table>
<thead>
<tr>
<th>Section</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>8.0</td>
<td>Indemnity by the Contractor</td>
</tr>
<tr>
<td>8.1</td>
<td>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.</td>
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<tr>
<td>9.0</td>
<td>Vehicle shall run in (Four) districts of Gujarat namely Surat, Valsad, Navasari, Bharuch and DNH. Out station allowance for travelling in these districts shall not be paid extra.</td>
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</tbody>
</table>
# SPECIAL CONDITION OF CONTRACT

1. The vehicles provided should not be registered before 01/04/2018. All the vehicles should preferably be registered in Gujarat to avoid any inconvenience. In case, vehicles are registered outside Gujarat then transporter shall pay full road tax to state govt. authority along with fulfilling other statutory compliance before deploying vehicles to NHSRCL. All vehicles should thus bear a yellow colour registration number plate.

2. The contract can be terminated at any time on account of unsatisfactory services upon review of performance by the CPM/Surat. The unsatisfactory service shall mean and include non-compliance and non-fulfillment of any of the contractual obligations by the service provider or poor performance or violation of any of the terms and conditions of the tender/contract and failure on its part to correct the discrepancies/shortcomings, brought to its notice in writing by the CPM/Surat.

3. The rates are inclusive of all major/ minor repairs/maintenance, servicing of vehicles, cost of fuel, lubricants and any other consumables, driver’s salary & allowances required from time to time, duties, levies & Insurance charges for inspection certificates, Incidental charges, penalties etc. as imposed by central/state/local govt. bodies for running of vehicle.

4. All the vehicles to be provided by the successful bidder should be in good condition and should be mechanically sound. The vehicle will have to be fitted/provided with decent interiors with following necessary accessories/utilities:
   - i. Air conditioner
   - ii. Clean seat covers
   - iii. Quality radio music system
   - iv. Reading lamp
   - v. Tissue paper box
   - vi. Car perfume
   - vii. Mobile charger
   - viii. Seat Belts (Front & Rear)
   - ix. Umbrella during Monsoon

Vehicles should be in perfectly sound working condition and suitable for use by Senior Officers. Tenderer should note that above mentioned list is only indicative and not exhaustive.

5. Vehicle will be required generally for 12 hours every day. Vehicle shall be required for full calendar month including Saturdays and Holidays. Vehicles are to be provided for 26 days in a month. Maintenance rest will be provided normally on Sundays. In case of exigencies and emergencies, the vehicle can be called on Sundays also. Contractor will however provide suitable substitute driver for ensuring stipulated weekly rests to regular driver as per extant laws for which no extra payment will be made.

6. 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.

7. Tenderer should provide 24 hrs. Contacts number (Mobile phone) on which such information can be given. Further the driver of the vehicle should be provided with a mobile phone having Incoming & outgoing facility at contractor’s own cost.

8. Vehicle shall have to report at mentioned place and time. Any delay more than half an hour in reporting will be considered as absence for the day. Penalty will be imposed as per penalty clause of BOQ.

9. Frequent changing of driver or vehicle will not be permitted any change should be approved by NHSRCL, otherwise penalty will be imposed as per penalty Clause of BOQ will be imposed.

10. No accommodation will be provided to the driver by NHSRCL. He has to make his own arrangement for lodging and boarding.

11. The Contractor shall be completely responsible for the safe running of the vehicle. NHSRCL will not be responsible for any loss, damage, repairs, maintenance or accident to the vehicle or driver. NHSRCL will not provide any compensation in case of accidents, casualties etc.

[Signature of Tenderer]
12 Contractor shall have to maintain logbook in approved format by Officer- in-charge which shall have to be filled daily and presented to NHSRCL’s authorized representative for signature. Every day the initial kilometer reading to be recorded in logbook is when the vehicles placed at nominated place for usage of NHSRCL official at office, site or residence. Similarly the closing kilometere reading should be when the official leaves the vehicle at site, residence or office. No payment shall be made for any extra movement to and fro from garage/parking place or any other used by driver etc.

13 NHSRCL will not take any responsibility of parking space of any kind for the vehicles hired.

14 Payment of hiring charges will be made on monthly basis on submission of bill and after the due verification of log books by the NHSRCL official. The month shall be the considered from the day the vehicle is deployed for example 03rd Oct to 02nd Nov.

15 INDEMNITY: The Contractor shall at all times indemnify to the NHSRCL administration against all claims which may arise due to accident 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.

That the Contractor agrees to indemnify to the NHSRCL administration against all claims for compensation by on or behalf of driver employed by him in connection with the present contract for any injury or death by an accident under the Workmen’s Compensation Act. VIII of 1923 and the NHSRCL Administration will be entitled to deduct from any sum of money payable to the Contractor the amount of compensation thus payable under the terms of section-12 of the said act together with all or any cost incurred by the NHSRCL administration in such connection and the Contractor further agrees that the decision of the NHSRCL Officer-in-charge with respect to the amount of such indemnity shall be accepted by him finally.

16 NHSRCL in no case is responsible for any legal matter arising of any state / central govt. laws in matter of employment of the driver by owner of the vehicle or in respect of any other matter.

17 Contractor shall not object for carrying any material or equipment in the vehicle as per the vehicle capacity.

18 NHSRCL reserves the right to close the Contract at any time without assigning any reasons thereof by giving a 30 days notice. Contractor shall not be entitled for any compensation in such eventuality.

19 Third party vehicles, if provided, a copy of agreement should be submitted to NHSRCL which shall include all the terms and conditions mention in this tender.

20 Vehicle

If vehicle is out of order OR falls during the trip OR under schedule maintenance, an alternate similar vehicle shall be made available, failing which penalty will be imposed as per penalty clause of BOQ.

During the currency of contract, vehicle cannot be used for any other purpose except for NHSRCL.

The Contractor should submit the details and documents of the vehicle provided to this office immediately on receipt of acceptance letter. The vehicle documents submitted, should clearly mention the date of purchase, make, model, registration no., Chassis No., type of fuel i.e. Diesel or Petrol, etc.
The agreement will be considered operated from the date from which the vehicle is actually pressed into service.

The vehicle provided to NHSRCL must be fully and comprehensively insured covering the risk to the driver and all the passengers also. The insurance shall protect the contractor and NHSRCL against all risk, claims for loss, injuries, disability, disease and death of members of public including NHSRCL men and damage to the property of others arising from the use of vehicle during operations irrespective of the ownership of such vehicle.

The vehicle can be used anywhere in GUJARAT state and DADRA AND NAGAR HAVELI

21 Driver

Minimum wages to the driver and other statutory obligation should be met by the contractor at his own cost.

Drivers deployed shall be skilled, well behaved, well dressed as instructed by officer-in-charge holding valid tourist driving license, and capable of undertaking minor repairs of vehicles. Drivers shall have adequate knowledge of local routes of Surat, Bharuch, Valsad, Navsari and adjoining areas. All papers should be readily available with the vehicles like registration, PUC, Permit for running the vehicles in Gujarat, etc. Vehicles should be insured against accident as per rules and statutory obligations,
Driver shall be able to produce relevant documents as and when requisitioned from him. Consequences of failure to comply with any rules and regulation of the concerned authorities shall be the sole responsibility of the contractor.

Driver should have adequate amount with him during the travel for payment of toll tax, emergency repairs, parking, filling of diesel, oil, valid tourist license etc.

Driver should never be under the influence of alcohol during Duty hours. Contractor shall replace the driver permanently in case of non-compliance.

Contractor has to submit the "POLICE VERIFICATION" of the driver within 15 days after award of contract.

In case driver is required to stay overnight at a place other than the normal headquarter of the vehicle, payment will be made as per BOQ.

NHSRCL will not provide any accommodation to driver. Driver himself shall arrange Boarding / Lodging. In case, the reporting place of duty is located far off, necessary arrangement in the nearby areas will be made by Contractor / service provider for housing of driver and parking of the vehicle so that the same is available at short notice.

No change of driver/s shall be allowed without prior permission of NHSRCL.

Regulatory verification of driver's conduct/ character/ antecedent as required are sole responsibility of the contractor.

The base station of the vehicle can be different and would be decided by NHSRCL from time to time.

DRESS CODE: The drivers on duty should invariably wear well cleaned, ironed light blue shirt and Navy Blue trouser with black shoes. Any deviation may attract penalty as per penalty clause of BOQ.

The drivers must also observe all the etiquette, protocol and extend usual courtesy (like carrying office bags/files to the concerned chambers, etc.) while performing the duty. The driver must carry a photo identify card provided by the Contractor/service provider.

The agency should strictly comply all the labour laws. NHSRCL shall not be responsible for any violation.

22 RATES:
For item No. 1,2,4 and 5 of BOQ, Diesel price variation clause shall be applicable involving ACTUAL running Kilometers travelled by vehicles. The basis for calculation of the variation in Diesel prices shall be as: Diesel price Variation in Rs. Per Km = \((\text{New diesel Price in Rs per Litre}) - (\text{Diesel Price on date of Award}))/(\text{Mileage in Km per Litre for Vehicle})\). Excess payment shall be based on actual kilometer travelled and Diesel price variation in Rs./km. Mileage is considered as 18 Km per litre for calculation purpose. Base diesel price shall be taken as per actuals on the date of issue of LOA in Surat. New diesel price shall be taken on the last day of each calendar month for calculation of variation in diesel price for a particular month.

GST, parking charges and Toll tax charges, if incurred during the onsite duty shall be reimbursed/paid on submission of documentary evidence as admissible as per applicable Rules & Provisions. Applicable taxes shall be deducted at source as per extant rules.

23 METER TAMPERING:
Speedometer and kilometre recorder shall be maintained to high standard/accuracy. Any defect noticed shall be rectified immediately. NHSRCL reserves the right to get the meter calibrated or checked at any time at its sole discretion. Tampering/manipulation of meter reading and misbehaviour of driver shall be viewed seriously. Penalty as per clause no. 5 of BOQ will be imposed. In case of repeat of tampering, NHSRCL may even decide to terminate the contract and forfeiture of security deposit.

In the event of any error/fault in the meter being noticed, NHSRCL reserves the right
to adjust the bill for the journey undertaken (including those undertaken earlier) besides any other penal action. Kilometres verified by official using the vehicle shall be final and binding.

24 **Variation:**
For any increase/ Decrease up to 50% of quantities of BOQ items; no extra rate/payment shall be made by NHSRCL to transporter. Thus, few extra/ additional nos of vehicles can be deployed for few months depending upon requirement of NHSRCL at awarded rate.

25. 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.

26. 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.

27. Tenders are invited on the basis of units of rates given in the schedule of rates of NHSRCL.

28. The NHSRCL Administration reserves the right to accept the tender in whole or part or may reject the same.

29. The tenderer is requested to sign all the pages of the tender documents.

30. 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.

31. None of the officer of NHSRCL 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).

32. **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.

[Signature of Tenderer]

Page 24
33. **DEDUCTION FOR INCOME TAX**: The NHSRCL 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.

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

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

36. The risks and coverage shall be as follows:
   (a) Third Party motor vehicle liability insurance as required under Motor Vehicles Act, 1998 in respect of motor vehicles operated in India by the Consultants or any sub-consultants or their Personnel.
   (b) Third Party liability insurance with a minimum coverage equal to 20% of the contract value for the period of Consultancy.
   (c) Client/Employers' liability and workers' compensation insurance in respect of the Personnel of the Consultants and of Sub-Consultants in accordance with relevant provisions of Applicable Law, as well as, with respect to such Personnel, any such life, health, personal accident, travel, household or other insurance as may be appropriate; and
   (d) Professional Liability insurance with a minimum coverage equal to total contract value for this Contract; and
   (e) Insurance against loss of or damage to (i) equipment purchased in whole or in part with funds provided under this contract, (ii) any documents prepared by the Consultants in performance of the Services.

37. The cost of Services under this Contract shall be paid in Indian Rupees (INR) only.
38. **All payments under this Contract shall be made in Indian Rupees (INR) only.**
39. No interest shall be paid for any difference of payment added in subsequent Payment.
## Technical Bid Formats

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

[Signature of Tenderer]
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 NHRSL 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 NHRSL and thereafter till the completion of the project/works and expiry of the contract agreement.

AND We/ll 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 executors(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

Signature of Tenderer
Form-TB2
(Technical Bid Format)

AFFIDAVIT
(On Non Judicial Stamp Paper of adequate value as per the Jurisdiction & 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. ..........................................................

Signature of Tenderer

[Signature]

Shri Kumar Chourasiya

CFO, Chief Project Manager (CIVIL)
National High Speed Rail Corporation Limited
Surat
**Form-TB3**
(Technical bid format)

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

<table>
<thead>
<tr>
<th>S. No.</th>
<th>Financial Year</th>
<th>Name of the Organization (Employer)</th>
<th>Project Name &amp; Details</th>
<th>Original Contract Value (Rs.)</th>
<th>Completed Contract Value (Rs.)</th>
<th>Present status of the project</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
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</table>

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

----------------------------------------
Signature of the Bidder

----------------------------------------
Signature of Tenderer

---

Tender No.: NHSRCL(ST)/MA/AD04/Vehicle Tender/003.2/V-V/2020
Form-TB4  
(Technical bid format)

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

<table>
<thead>
<tr>
<th>S. No</th>
<th>Financial Year</th>
<th>Turnover of the Bidders</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>FY 2016-17</td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>FY 2017-18</td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>FY 2018-19</td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>FY 2019-20</td>
<td></td>
</tr>
<tr>
<td>5</td>
<td>Total Amount</td>
<td></td>
</tr>
</tbody>
</table>

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

------------------------------
Signature of the Bidder

------------------------------
Signature of Tenderer
Form-TBS
(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)

<table>
<thead>
<tr>
<th>Sl. No.</th>
<th>Name of the Personnel</th>
<th>Education Qualification</th>
<th>Experience</th>
<th>Remarks</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td></td>
<td></td>
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<tr>
<td>10</td>
<td></td>
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</tr>
</tbody>
</table>

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Signature of the Bidder

------------------------
Signature of Tenderer

Kumar Chourasia
Dy. GM Project Manager (CMI)
National High Speed Rail Corporation Limited

Page 32
**Form-TB7**

*(Technical bid format)*

**Format for Payment through “NEFT/RTGS” System**

*(on the Letter head of the Bidder)*

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

**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 NHSRCL.  

OR  

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

<table>
<thead>
<tr>
<th>Sr. No.</th>
<th>Name of the Employee</th>
<th>Department</th>
<th>Degree of Relationship</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

SIGNATURE OF TENDERER: - ________________

ADDRESS: - __________________________________________________________________________
____________________________________________________________________________________

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

[Signature of Tenderer]
Annexure-1
Letter of Technical Bid/ Form of Bid
(on the letter head of the bidder)

Date: __________

Name of work: Services for Providing Vehicle on Hiring Basis to NHSRCL for Mumbai – Ahmedabad High Speed Railway Project In Gujarat for Surat Office.

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 24 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. 1,44,000/- (Rupees One lakh Forty Four Thousand 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

Page 35

Signature of Tenderer
NHSRCL be entitled to forfeit full amount of Earnest Money Deposit and to recover the liquidated damages for such default.

Signature of Witness: - 
1) ................................................

................................................

2) ................................................

Tenderer's Address:

................................................

................................................

................................................

Date: -

Signature of Tenderer(s)

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 remediaing 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, 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.

Signature of Tenderer
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:

1.

Witness:

1.

2.

2.

Name and address of the witnesses to be indicated

Signature of Tenderer
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 “__________________________________________________________

__________________________________________________________

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: __________________________

Signature of Tenderer
GENERAL CONDITIONS OF CONTRACT

1. GENERAL PROVISIONS:

1.1 Definitions

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

a. "Applicable Law" means all laws in force and effect as of the date hereof and which may be promulgated or brought into force and effect thereafter in India, including rules and regulations made therein, as may be in force and effect during subsistence of this agreement.

b. "Contract" means the Contract Agreement, the Letter of Acceptance, the Letter of Tender, these conditions, the specifications, the drawings, the schedules and further documents (if any) which are listed in the Contract Agreement or in the Letter of Acceptance.

c. "Contingencies" means provisions for items of works which may have been overlooked or which may turn out to be necessary during progress of the services and price contingencies due to increase in international and domestic costs of person-months rates and reimbursable.

d. "Client" means the National High-Speed Rail Corporation Limited (NHSRCL) which expression shall also include its legal successors and permitted assigns.

e. "Effective Date" means the date on which this Contract comes into force and effect pursuant to clause GCC 2.1

f. "Client/Employer's Representative" means any officer nominated from time to time by National High-Speed Rail Corporation Limited (NHSRCL), its legal successors and assignees to undertake various duties and functions in connection with this contract and Project.

g. "Consultant" means the person or group named in the Contract who has to perform the Services and which expression shall include his/their legal successors and permitted assigns.

h. "Contractor" means the person who is executing the Project for the Client/Employer and the legal successors in title to such person.

i. "Foreign Currency" means any currency other than the currency of Government of India.

j. "GCC" mean the General Conditions of Contract.

k. "Government" means the Government of India.

l. "Letter of Acceptance" means the formal acceptance letter from the Client/Employer of the Tender.

m. "Local currency" means the currency of Government of India.

[Signature of Tenderer]
n. “Member”, in case the Consultant consists of a Joint Venture / Consortium of more than one entity, means any of these entities, and “Members” means all of these entities. “Member in charge” or “Lead Member” means the entity specified in Special Conditions of Contract (SCC) to act on their behalf in exercising all the Consultants rights and obligations towards the Client/Employer under this Contract.

o. “Party” means the Client/Employer or the Consultant as the case may be and “Parties” means all of these entities.

p. “Period of Consultancy Services” shall mean the time between the Date of Commencement and end of Period of Completion as given in SCC.

q. “Personnel” means the persons hired by the Consultants or by the Sub-Consultants as employees and assigned to the performance of the Services or any part thereof; “Foreign Personnel” means such personnel who at time of being hired had their domicile outside the Republic of India; “Local Personnel” means the personnel who at time of being hired had their domicile of the Republic of India.

r. “Project” means the project named in SCC.

s. “SCC” means the Special Conditions of Contract by which these General Conditions of Contract (GCC) may be amended or supplemented.

t. “Services” means the work to be performed by the Consultants pursuant to this Contract as listed as listed in TOR.

u. “Sub-Consultant” means any entity to which the Consultants subcontract any part of the Services in accordance with the provisions of Clause GCC 5.9

v. i. “Day” means a calendar day.
    ii. “Month” means a calendar month
    iii “Year” means 365 days

w. “Terms and expressions not herein defined” shall have the meanings assigned to them in the “Indian General Clauses Act, 1897”, or the “Indian Contract Act” or the Indian Sale of Goods Act or any other applicable Indian Law, as the case may be

x. Third Party” means any person or entity other than the Government, the Client, The Consultant or Sub-Consultant.

1.2 Interpretation

In the Contract except where the context requires otherwise:

a. words indicating one gender include all genders,

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

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

1.3 **Relation between the Parties**

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

1.4 **Governing Law and Priority of Documents**

1.4.1 **Law Governing Contract**

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

1.4.2 **Jurisdiction of Courts**

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

1.4.3 **Priorities of documents**

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

- a) The Contract agreement (if completed)
- b) The Letter of Award
- c) Notice Inviting Tender (NIT)
- d) Instructions to Tenderers (ITT)
- e) Form of Bid
- f) Terms of Reference (TOR)
- g) Special Conditions of Contract (SCC)
- h) General Conditions of Contract (GCC)
- i) Annexure/ Proforma
- j) And any other document forming part of Contract.

1.4.4 **Joint and Several Liabilities**

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

a. These Members shall be deemed to be jointly and severally liable to the Client for the performance of the Contract.

---

Signature of Tenderer
b. These Members shall notify the Client of their Lead Member who shall have authority to bind the Consultant and each of these persons; and

c. The Consultant shall not alter its composition or legal status without the prior written consent of Client.

1.5 Communication and Language of Contract

1.5.1 Communication to be in writing

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

a. In case of personal delivery or registered mail, on delivery

b. In case of telexes/email, 24 hours following confirmed transmission

c. In case of telegrams, 24 hours following confirmed transmission, and

d. In case of facsimiles, 24 hours following confirmed transmission.

1.5.2 Language of Contract

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

1.6 Location

The services shall be performed in the state of Gujarat (C-4 Section; comprises Bharuch, Surat, Navsari, & Valsad district and Dadra and Nagar Haveli-UT) however, if required in other states if desired by the client / Client/Employer.

1.7 Authority of Member in Charge (Lead Member)

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

1.8 Authorized Representatives

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

1.9 Taxes and Duties

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

2.0 Commencement, Completion and Modification of Contract

2.1 Effectiveness of Contract

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

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

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

2.3 **a. Commencement of Services**

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

**b. Completion of Services**

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

2.4 **Expiration of Contract**

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

2.5 **Entire Agreement**

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

2.6 **Modifications**

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

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

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

2.8 **Force Majeure**

2.8.1 **Definitions**

a. For the purposes of this Contract, “Force Majeure” means an event which is beyond the reasonable control of a Party, and which makes a party’s performance of its obligations hereunder impossible or so impracticable as reasonably to be
considered impossible in the circumstances and includes war, riots, civil disorder, earthquakes, fire, explosions, storm, floods, revolution, large scale epidemics, nuclear accidents, other catastrophic unforeseeable circumstances, strikes, lockouts (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent), orders of requisitions issued by Government department (herein referred to as “event”).

b. Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or such party’s Sub-Consultants or agents or employees, nor (ii) any event which a diligent Party could reasonably have been expected to both (A) take into account at the time of conclusion of this Contract and (B) avoid or overcome in carrying out its obligations hereunder.

c. Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.

2.8.2 Non breach of Contract

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

2.8.3 Measures to be taken

a. A party affected by an event of Force Majeure shall notify the other party of such event as soon as possible and in no case later than twenty-one (21) Days of occurrence thereof.

b. The obligations under the contract shall be resumed as soon as practicable after the event has come to an end or ceased to exist.

c. If the performance in whole or part of any obligation under the contract is prevented or delayed by reason of the event beyond a period mutually agreed to if any or Ninety days (90) days whichever is more, either party may at its option terminate the Contract.

d. In case of doubt or dispute whether a particular occurrence should be considered an “event” as defined under this clause, or for the duration of existence of the “event’, the decision of Client/Employer shall be final and binding.

2.8.4 Extension of time

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

2.8.5 Payments

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

Signature of Tenderer
3.0 Suspension

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

4.0 Termination

A. By the Client

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

a) If the Consultants fail to remedy a failure in the performance of their obligations hereunder, as specified in Clause GCC 3.0 hereinafore, within thirty (30) days of receipt of such notice of suspension or within such further period as Client may have subsequently approved in writing.

b) If the Consultants become (or, if Consultants consist of more than one entity, if any of their Members becomes) insolvent or bankrupt or enter into any agreements with their creditors for relief of debt or take advantage of any law for benefit of debtors or go into liquidation or receivership whether compulsory or voluntary or persistently disregards laws, ordinances, rules, regulations or orders of any public authority having jurisdiction or otherwise is guilty of breach of Agreement;

c) If the Consultants fail to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause GCC hereof;

d) If the Consultants submit to Client a statement, which has a material effect on the rights, obligations or interests of the Client and which Consultants know to be false;

e) If as result of force majeure, the Consultants are unable to perform a material portion of the Services for a period of not less than sixty (60) days; or

f) If the Consultant, in the judgment of Client has engaged in corrupt or fraudulent practices in competing for or in executing the Contract

g) If the Client in its sole discretion and for any reason whatsoever decides to terminate the contract.

For the purpose of this clause:

1. “Corrupt practice” means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the process or in contract execution.

2. “fraudulent practice” means a misrepresentation of facts in order to influence a selection process or the execution of a contract to the detriment of the
Borrower, and includes collusive practice among consultants (prior to or after submission of proposals) designed to establish prices at artificial non-competitive levels and to deprive the Borrower of the benefits of free and open competition.

B. By the Consultant

The Consultants may, by a not less than thirty (30) days’ written notice to the Client, such notice to be given after the occurrence of any event specified in paragraphs (i) to (iv) of this GCC Clause 4.0(B) hereunder, terminate the contract

(i) if Client fails to pay any money due to the Consultants pursuant to this Contract and not subject to dispute pursuant to Clause GCC 10 hereof within sixty (60) days after receiving written notice from Consultants that such a payment is overdue,

(ii) if the Client is in material breach of its obligations pursuant to this Contract and not subject to dispute pursuant to Clause GCC 10 hereof and has not remedied the same within sixty (60) days (or such longer period as the Consultants may have subsequently approved in writing) following the receipt by Client of the Consultants’ notice specifying such breach,

(iii) if as a result of Force Majeure, the Consultants are unable to perform a material portion of Services for a period not less ninety (90) days;

or

(iv) if the Client fails to comply with any final decision reached as a result of Arbitration pursuant to Clause GCC 10 hereof.

4.1 Cessation of Rights and obligations of the Parties

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

a. Such rights and obligations as may have accrued on the date of termination or expiration;

b. The obligation of confidentiality set forth herein under in clause GCC 5.3 hereof;

c. The Consultant’s obligation to permit inspection, copying and auditing of their accounts and records set forth in Clause GCC 5.8 hereof; and

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

4.2 Cessation of Services

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

Signature of Tenderer
4.3 Payment upon Termination

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

a. Remuneration pursuant to Clause GGC 8 hereof for Services satisfactorily performed prior to the effective date of termination;

b. Reimbursable expenditures pursuant to Clause GCC 8 hereof for expenditures actually incurred prior to the effective date of termination; and

c. Except in the case of termination pursuant to paragraphs (a) through (d) of Clause GCC 4.0(A) hereof, reimbursement of any reasonable cost incident to prompt and orderly termination of Contract including the cost of return travel of Consultant’s personnel and their eligible dependents.

5.0 Obligations of the Consultants

5.1 General

5.1.1 Scope of services

The Consultants shall perform the Services relating to Project. The Scope of the Services are enumerated in the ToR (not limited to it) and milestone for payment are indicated in BOQ.

5.1.2 Standards of Performance

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

5.1.3 Law Governing Services

The Consultants shall perform the Services in accordance with the Applicable Law and shall take all practicable steps to ensure that any Sub-Consultants as well as the Personnel of the Consultants and the Sub-Consultants comply with the Applicable Law and respect local customs.

5.1.4 Co-ordination

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

5.2 Conflict of Interests

5.2.1 Consultants not to benefit from Commissions, discounts etc.

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

5.2.2 Consultants and Affiliates not to engage in Certain Activities

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

5.2.3 Prohibition of Conflicting Activities

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

a) during the term of this Contract, any business or professional activities in the Government's country which would conflict with the activities assigned to them under this Contract; and

b) after the termination of this Contract, such other activities as may be specified in the SCC.

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

5.3 Confidentiality

The Consultants, their Sub-consultants and the Personnel of either of them shall not, either during the term or within two (2) years after the expiration of this Contract, disclose any proprietary or confidential information relating to the Project, the Services, this Contract or the Client's business or operations without the prior written consent of the Client.

5.4 Documents to be property of Client and Intellectual Property Rights

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

5.5 Liability of Consultants

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

5.6 Publications

Any publication of material relating to Services (other than proprietary and confidential information as covered under Clause GCC 5.3 & 5.4 hereof) shall be subject written approval of Client during the term of contract or within two (2) years of expiration or termination of this Contract.
5.7 Indemnity and Insurance

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

2.

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

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

5.8 Accounting, Inspecting and Auditing

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

5.9 Consultant's Actions requiring Prior Approval of Client

The Consultants shall obtain the Client's prior approval in writing before taking any of the following actions:

(a) Minimum qualification of experts employed below the level of Dy. Team leader and minimum experience required will based on prevailing industry norms and will be approved by NHSRCL.

(b) entering into a subcontract for the performance of any part of the Services, it being understood (i) that the selection of the Sub-consultant and the terms and conditions of the subcontract shall have been approved in writing by the Client prior to the execution of the subcontract, and a copy of it should be submitted to NHSRCL, (ii) that the Consultants shall remain fully liable for the performance of the Services by the Sub-consultant and its Personnel pursuant to this Contract; and

5.10 Reporting Obligations of Consultants

The Consultants shall submit to the Client the reports and documents specified in TOR and BOQ, in the form, in the numbers and within the time periods set forth.
5.11 **Client’s equipment and materials**

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

5.12 **Performance Guarantee**

5.12.1 The Performance Guarantee shall be as specified in SCC/ ITT.

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

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

5.12.4 On acceptance of tender the successful tenderer shall have to submit performance guarantee amounting to 5% of the contract value in any one of the form of irrevocable Bank Guarantee or FDR from Nationalized or scheduled bank in favor of National High Speed Rail Corporation Limited. The Performance Guarantee shall be submitted within 15 (fifteen) days from the date of issue of Letter of Acceptance (LOA).

5.12.5 This Guarantee shall be initially valid up to the stipulated date of completion plus 60 days beyond that. In case, the time limit for completion of work gets extended, the contractor shall give the validity of Performance Guarantee extended to cover such extended time for completion of work plus 60 days.

5.12.6 The Performance Guarantee (PG) shall be released after the physical completion of the work based on the ‘Completion Certificate’ issued by the competent authority stating that the contractor has completed the work in all respects satisfactorily. The security deposit, however, shall be released only after 60 days of satisfactory completion of work and after passing the final bill based on ‘No Claim Certificate’.

5.12.7 Wherever the contract is rescinded, the security deposit shall be forfeited and the Performance Guarantee shall be encased and the balance work shall be got done independently without risk and cost of the failed contractor, the failed contractor shall be debarred from participating in the tender for executing the balance work. If the
failed contractor is a JV or a partnership firm, then every member/partner of such a firm shall be debarred from participating in the tender for the balance work either in his/her individual capacity or as a partner of any other JV/partnership firm.

5.12.8 The Engineer shall not make a claim under the Performance Guarantee except for amounts to which the NHSRCL is entitled under the contract (not withstanding and/or without prejudice to any other provisions in the contract agreement) in the event of:

(i) Failure by the contractor to extend the validity of the Performance Guarantee as described herein above, in which event the Client may claim the full amount of the Performance Guarantee.

(ii) Failure by the contractor to pay NHSRCL any amount due, either as agreed by the contractor or determined under any of the Clauses/Conditions of the agreement, within 30 days of the service of the notice to this effect by Engineer.

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

5.13 Security Deposit

5.13.1 The Earnest Money deposited by the Contractor with his tender will be retained by the NHSRCL as part of security for the due and faithful fulfilment of the contract by the contractor. The balance to make up the security deposit, the rates for which are given below, will be recovered by ten percentage deduction from the Contractor’s “on account” bills. Provided also that in case of defaulting contractor the NHSRCL may retain any amount due for payment to the Contractor on the pending “on account bills” so that the amounts so retained may not exceed 5% of the total value of the contract.

5.13.2 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.
(c) Security Deposits will be recovered only from the running bills of the contract and no other mode of collecting SD shall be accepted towards Security Deposit.

(3) The security deposit shall be returned to the contractor without any interest when the contractor ceases to be under any obligations under the contract i.e. after 60 days of the satisfactory completion of the work.

[Signature of Tenderer]
(4) No interest will be payable upon the Earnest Money and Security Deposit or amounts payable to the Contractor under the Contract, but Government Securities deposited will be payable with interest accrued thereon.

6.0 Consultant's Personnel and Sub-Consultants

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

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

6.3 Client's Approval of Personnel
The Key Personnel and Sub-consultants listed by title as well as by name shall be approved by the Client.

6.4 Change of Personnel

a) Except as the Client may otherwise agree, no changes shall be made in the Key Personnel. If, for any reason beyond the reasonable control of the Consultants (e.g. death, physical disability or other exceptional circumstances), it becomes necessary to replace any of the Personnel, the Consultants shall forthwith provide as a replacement a person of equivalent or better qualifications.

(b) If the Client (i) finds that any of the Personnel has committed serious misconduct or has been charged with having committed a criminal action, or (ii) has reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Consultants shall, at the Client's written request specifying the grounds therefore, forthwith provide as a replacement a person with qualifications and experience acceptable to the Client.

7.0 Client's Obligations

7.1 Assistance and Exemptions
Unless otherwise specified in the SCC, the Client shall use its best efforts to ensure that the Government shall:

(a) provide the Consultants, Sub-consultants and Personnel with work permits and such other documents as shall be necessary to enable the Consultants, Sub-consultants or Personnel to perform the Services;

(b) assist for the Personnel and, if appropriate, their eligible dependents to be provided promptly with all necessary entry and exit visas, residence permits, exchange permits and any other documents required for their stay in Government's country;

(c) Facilitate prompt clearance through customs of any property required for the Services and of the personal effects of the Personnel and their eligible dependents;

Signature of Tenderer
(d) Issue to officials, agents and representatives of the Government all such Instructions as may be necessary or appropriate for the prompt and effective implementation of the Services;

(e) Assist the Consultants and the Personnel and any Sub-consultants employed by the Consultants for the Services from any requirement to register or obtain any permit to practice their profession or to establish them either individually or as a corporate entity according to the Applicable Law;

(f) grant to the Consultants, any Sub-consultant and the Personnel of either of them the privilege, pursuant to the Applicable Law, of bringing into Government's country reasonable amounts of foreign currency for the purposes of the Services or for the personal use of the Personnel and their dependents and of withdrawing any such amounts as may be earned therein by the Personnel in the execution of the Services: and

(g) Provide to the Consultants, Sub-consultants and Personnel any such other assistance as may be specified in the SCC.

7.2 Access to Land

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

7.3 Changes in the Applicable Law

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

7.4 Payment

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

7.5 Decisions of Client

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

8.0 Payments to the Consultants

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

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

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

Signature of Tenderer
(a) The Client may extend to the Consultants an interest bearing of 7.5% (Seven & half percent) advance payment as specified in the SCC, against Bank Guarantee. The recovery will start after completion of 30% of the work and will be fully recovered before 90% completion. The advance payment will be due after provision by the Consultants to the Client of a bank guarantee by a bank acceptable to the Client in an amount (or amounts) and in a currency (or currencies) specified in the SCC, such Bank Guarantee (I) to remain effective until the advance payment has been fully set off as provided in the SCC.

(b) The Client shall cause the payment of the Consultants periodically. 90% of the bill amount will be paid in 14 days of submission of on account bill and remaining amount in 28 days. Only such portion of a monthly statement that is not satisfactorily supported may be withheld from payment. Should any discrepancy be found to exist between actual payment and costs authorized to be incurred by the Consultants, the Client may add or subtract the difference from any subsequent payments.

(c) The final payment (excluding the Performance Guarantee) under this Clause shall be made only after the final report and a final statement, identified as such, shall have been submitted by the Consultants and approved as satisfactory by the Client. The Services shall be deemed completed and finally accepted by the Client and the final report and final statement shall be deemed approved by the Client as satisfactory sixty (60) calendar days after receipt of the final report and final statement by the Client unless the Client, within such sixty (60)-day period, gives written notice to the Consultants specifying in detail deficiencies in the Services, the final report or final statement. The Consultants shall thereupon promptly make any necessary corrections, and upon completion of such corrections, the foregoing process shall be repeated. Any amount which the Client has paid or caused to be paid in accordance with this Clause in excess of the amounts actually payable in accordance with the provisions of this Contract shall be reimbursed by the Consultants to the Client within thirty, (30) days after receipt by the Consultants of notice thereof. Any such claim by the Client for reimbursement must be made within twelve (12) calendar months after receipt by the Client of a final report and a final statement approved by the Client in accordance with the above.

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

9.0 Fairness and Good Faith

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

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

10.0 Settlement of Disputes

10.1 Amicable Settlement

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

10.2 Dispute Settlement

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

10.2.1 Demand of Arbitration

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

10.2.2 Nomination of Arbitrators/Sole Arbitrator

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

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

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

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

10.2.3 No Suspension of Work.

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

10.2.4 Award to be binding on All Parties.

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

10.2.5 Rules Governing the Arbitration Proceedings.

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

10.2.6 Substitute Arbitrators:

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

10.2.7 Interest on Awarded Amount

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

10.2.8 Fee to Arbitrators

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

Signature of Tenderer
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

Subject: Services for Providing Vehicle on Hiring Basis to NHSRCL for Mumbai – Ahmedabad High Speed Railway Project In Gujarat for Surat Office.

1. I/We __________________________ (Name of the Bidder) have examined and have no reservations to the Bidding Documents, including addenda issued in accordance with Instructions to Bidders.

2. I/We __________________________ (Name of the Bidder) offer to execute in conformity with the Bidding Documents and Technical Bid the following Works:-
   Services for Providing Vehicle on Hiring Basis to NHSRCL for Mumbai – Ahmedabad High Speed Railway Project In Gujarat for Surat Office.

3. The total price of our Bid is ______________________ (in Figures & Words).

4. I/We __________________________ (Name of the Bidder), 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 National High Speed Rail Corporation Limited (hereinafter referred as “NHSRCL”), 1001-1006, Swastik Universal, Building-B, Opp. Central Mall, Dumas Road, Rundh, Surat – 395007, at the rates quoted in the attached Schedule and hereby bind myself/ourselves to complete the work in all respect as per the time lines fixed in the Tender conditions.

5. I/We also hereby agree to abide by the General Conditions of Contract and Tender conditions.

6. If our Bid is accepted, we commit to obtain a Performance Security in accordance with the Bidding Documents.

7. We understand that you are not bound to accept the lowest evaluated Bid or any other Bid that you may receive.

8. The value of the earnest money shall stand forfeited without prejudice to any other rights or remedies if:
   8.1. I/We do not execute the contract documents within Seven days after receipt of notice issued by the NHSRCL that such documents are ready
       OR
   8.2. I/We do not commence the work within Ten days after receipt of orders to that effect.

[Signature of Tenderer]
9. 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.

10. If, I/We do not execute the contract agreement, the NHSRCL may determine such Tenders has abandoned the contract, and there upon my/our Tender and acceptance thereof shall be treated as cancelled and the NHSRCL be entitled to forfeit full amount of Earnest Money Deposit and to recover the liquidated damages for such default.

Signature of Witness: -

1) ........................................

........................................

Signature of Tenderer(s) Date: -

Tenderer’s Address: -

2) ........................................

........................................

........................................
BILL OF QUANTITIES (BOQ) : Financial Offer by the Bidder

Subject: Services for Providing Vehicle on Hiring Basis to NHSRCL for Mumbai – Ahmedabad High Speed Railway Project In Gujarat for Surat Office.

<table>
<thead>
<tr>
<th>S.No</th>
<th>Description of Item</th>
<th>Unit</th>
<th>Quantity</th>
<th>Quoted rate by the Bidder in INR</th>
<th>Amount Calculated in INR</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Hiring of (01) One no. of AC Innova for 2500 Kms per month with driver, cleaner, fuel, including repairs etc. as per special conditions of tenders (up to 2500 Kms per month and up to 300 hrs. per month).</td>
<td>Vehicle Month</td>
<td>24</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Charges for per extra Kms beyond 2500 Kms for the vehicle provided under schedule item no. 1 above.</td>
<td>Km</td>
<td>5000</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>Charges for extra hrs. beyond 300 hrs. per month for the vehicle provided under schedule Item no 1 above.</td>
<td>Hrs</td>
<td>600</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>Hiring of (01) one no. of AC Swift Dezire(Diesel)/Toyoto Etios(Diesel)/TATA Zest(Diesel) for 3000 kms per month with driver, cleaner, fuel, including repairs etc. as per special conditions of tender.(up to 3000 Kms per month and up to 312 hrs. per month). Vehicle shall not be older than 18 months.</td>
<td>Vehicle Month</td>
<td>120</td>
<td></td>
<td></td>
</tr>
<tr>
<td>5</td>
<td>All vehicles put together should be utilised for 15000 km every month in case of Item no. 4 above and utilisation of individual vehicle shall not be considered. Any extra charges for kilometre would be paid over and above aggregate of 15000 kms. Charges for per extra Kms beyond 15000 Kms in a particular vehicle month for total 5 nos of vehicle provided under schedule item no 4 above shall be paid in this item.</td>
<td>Km</td>
<td>30000</td>
<td></td>
<td></td>
</tr>
<tr>
<td>6</td>
<td>Charges for extra hrs. beyond 312 hrs per month for the vehicle provided under schedule Item no 4 above.</td>
<td>Hrs</td>
<td>3000</td>
<td></td>
<td></td>
</tr>
<tr>
<td>7</td>
<td>Driver's allowance for night stay</td>
<td>Night</td>
<td>300</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Total in figures**

**Total in words.**

Signature of Tenderer
Note:

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

2) Contract is for hiring of vehicle for 24 months.

3) GST will be paid extra on reimbursement basis.

4) The each vehicles provided should have tracking system (GPS) for proper utilization of vehicles and shall be shared with NHSRCL officials.

5) 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, toll tax, parking charges will be paid extra after submission of documentary evidence.

6) A provision for Rate Only (RO) items, on call basis, has been kept to cater with the urgent official needs such as visit of an officer from Delhi or other site offices of NHSRCL, utilization in JMS and other Land Acquisition activities, any meeting/ gathering/ function of organization e.g. sports activities, seminars etc. Various kind of Vehicles can be deployed on hourly basis under these items. The rates of these items shall, however, not be taken into account for determining the lowest bid.
**RATE ONLY ITEMS**

**NAME OF WORK:** Services for Providing Vehicle on Hiring Basis to NHSRCL for Mumbai – Ahmedabad High Speed Railway Project In Gujarat for Surat Office.

<table>
<thead>
<tr>
<th>Item No.</th>
<th>Item Description</th>
<th>Unit</th>
<th>Unit Rate (in Rs.) (excluding GST) To be quoted by Bidders</th>
</tr>
</thead>
<tbody>
<tr>
<td>NS/1</td>
<td>The deployment of on call basis air conditioned, well-maintained (not more than two years old) and in good road worthy condition following vehicle. The call basis rates shall include Driver wages, and any other taxes &amp; levies except GST. The vehicle should be registered as taxi, duly insured, all taxes paid and having all required valid documents as per Motor Vehicle Act and all applicable Rules in force.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1/a</td>
<td>4 hrs/ 40 kms.</td>
<td>Nos.</td>
<td></td>
</tr>
<tr>
<td>1/b</td>
<td>8 hrs/ 80 kms.</td>
<td>Nos.</td>
<td></td>
</tr>
<tr>
<td>1/c</td>
<td>12 hrs/ 120 kms.</td>
<td>Nos.</td>
<td></td>
</tr>
<tr>
<td>1/d</td>
<td>Extra per Kms beyond 120kms</td>
<td>Kms</td>
<td></td>
</tr>
<tr>
<td>1/e</td>
<td>Extra per Hour beyond 12 Hrs</td>
<td>Hrs</td>
<td></td>
</tr>
<tr>
<td>NS/2</td>
<td>Toyota Innova Crysta/ Honda City and equivalents.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2/a</td>
<td>4 hrs/ 40 kms.</td>
<td>Nos.</td>
<td></td>
</tr>
<tr>
<td>2/b</td>
<td>8 hrs/ 80 kms.</td>
<td>Nos.</td>
<td></td>
</tr>
<tr>
<td>2/c</td>
<td>12 hrs/ 120 kms.</td>
<td>Nos.</td>
<td></td>
</tr>
<tr>
<td>2/d</td>
<td>Extra per Kms beyond 120kms</td>
<td>Kms</td>
<td></td>
</tr>
<tr>
<td>2/e</td>
<td>Extra per Hour beyond 12 Hrs</td>
<td>Hrs</td>
<td></td>
</tr>
<tr>
<td>NS/3</td>
<td>Toyota Corolla/ Allis/ Honda Civics and equivalents.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3/a</td>
<td>4 hrs/ 40 kms.</td>
<td>Nos.</td>
<td></td>
</tr>
<tr>
<td>3/c</td>
<td>12 hrs/ 120 kms.</td>
<td>Nos.</td>
<td></td>
</tr>
<tr>
<td>3/d</td>
<td>Extra per Kms beyond 120kms</td>
<td>Kms</td>
<td></td>
</tr>
<tr>
<td>3/e</td>
<td>Extra per Hour beyond 12 Hrs</td>
<td>Hrs</td>
<td></td>
</tr>
</tbody>
</table>

Signature of Tenderer
## Penalty Clauses:

<table>
<thead>
<tr>
<th>No.</th>
<th>Violations</th>
<th>Penalty Amount per month per car</th>
<th>Remarks</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>First Instance</td>
<td>Second Instance</td>
</tr>
<tr>
<td>a.</td>
<td>Non-functioning of AC in a car/vehicle</td>
<td>---</td>
<td>---</td>
</tr>
<tr>
<td>b.</td>
<td>Failure to provide alternative arrangement within one hour of vehicle breakdown</td>
<td>500/-</td>
<td>1000/-</td>
</tr>
<tr>
<td>c.</td>
<td>Tampering with meters of vehicles</td>
<td>2000/-</td>
<td>5000/-</td>
</tr>
<tr>
<td>d.</td>
<td>Usage of attached vehicles for other private/commercial purpose</td>
<td>2000/-</td>
<td>---</td>
</tr>
<tr>
<td>e.</td>
<td>Change of driver without prior intimation to the NHSRCL and the Officers with whom the vehicle is attached</td>
<td>500/-</td>
<td>---</td>
</tr>
<tr>
<td>f.</td>
<td>Delay (more than 30 minutes) in reporting for duty by driver/vehicle</td>
<td>500/-</td>
<td>1000/-</td>
</tr>
<tr>
<td>g.</td>
<td>Non-compliance of any other terms &amp; conditions eg. Dress code, improper drivers, late reporting refusal for duties, tracking system (GPS) etc.</td>
<td>500/-</td>
<td>1000/-</td>
</tr>
</tbody>
</table>

**Notes:**

1) In case of non-reporting of vehicle, in addition to the above, penalty equal to double of per day rent of Vehicle on pro-rata basis will be deducted. If vehicle is hired by NHSRCL officials for performing duties from open market, the charges will be recovered from the Bill of Tenderer.

2) The tenderer has to submit proof of payment of wages to driver with the 2nd bill adhering the Minimum Wages Act. In absence of which 10% of the billed amount will be withheld till production of documents to NHSRCL/Surat office.

3) Not more than twice a vehicle is allowed to be replaced in a year (excluding major breakdown).

**Signature of Tenderer**

**Date:** -