

SURVEY, IDENTIFICATION OF OVERHEAD, OVER GROUND,  
UNDERGROUND UTILITIES AND IDENTIFICATION OF POWER  
SOURCING OPTIONS FOR SUBSTATIONS

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

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**SURVEY, IDENTIFICATION OF OVERHEAD, OVER GROUND, UNDERGROUND  
UTILITIES AND IDENTIFICATION OF POWER SOURCING OPTIONS FOR  
SUBSTATIONS ALONG THE PROPOSED DELHI-VARANASI HIGH SPEED RAIL  
CORRIDOR (DVHSR)**

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**Tender No.: NHSRCL/CO/ELECT/UTILITY/2020/05**

**TENDER DOCUMENT**

**(Single Stage Two Packet Bid)**

**February 2020**

**National High Speed Rail Corporation Limited  
Asia Bhawan, Second Floor  
Road No 205, Sector-9 Dwarka  
New Delhi-110077**

*Signature of Tenderer*

*Signature of NHSRCL Authority*

**SURVEY, IDENTIFICATION OF OVERHEAD, OVER  
GROUND, UNDERGROUND UTILITIES AND  
IDENTIFICATION OF POWER SOURCING OPTIONS FOR  
SUBSTATIONS**

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Signature of Tenderer

Signature of NHSRCL Authority

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**DISCLAIMER**

While submitting tender, Bidder should make his own independent assessment and seek its own professional, technical, financial and legal advice.

While the Tender Documents have been prepared in good faith with due care and caution, the Employer, or any of its employees, advisors or Agencies do not accept any liability or responsibility for the accuracy, reasonableness or completeness of the information, or for any errors, omissions or misstatements, negligent or otherwise, relating to any report/ reference document mentioned, implied or referred therein or pertaining to the Works. They do not make any representation or warranty, express or implied, with respect to the information contained in such material on which this document is based or with respect to any written or verbal information made or to be made available to any Bidder or its representatives. Liability, therefore, if any, is hereby expressly disclaimed.

The Bidder should carefully examine and analyse tender documents (including the referred documents, if any) and bring to the notice of the Employer any error, or inaccuracies therein that are apparent and to carry out its own investigation with respect to all matters related to the Works, seek professional advice on technical, financial, legal, regulatory and taxation matters and satisfy himself of consequences of entering into any agreement or arrangement relating to the Works.

No representation or warranty is given as to the reasonableness of forecasts or the assumptions on which the Bid documents may be based.

**SECTION-I**  
**NOTICE INVITING TENDER (NIT)**

Signature of Tenderer

Signature of NHSRCL Authority

**SURVEY, IDENTIFICATION OF OVERHEAD, OVER  
GROUND, UNDERGROUND UTILITIES AND  
IDENTIFICATION OF POWER SOURCING OPTIONS FOR  
SUBSTATIONS**

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



**NHSRCL/CO/ELECT/UTILITY/2020/05**

**Date: 24.02.2020**

**NOTICE INVITING TENDER  
(Single Stage Two Packet Bidding)**

**Sub: SURVEY, IDENTIFICATION OF OVERHEAD, OVER GROUND,  
UNDERGROUND UTILITIES AND IDENTIFICATION OF POWER SOURCING  
OPTIONS FOR SUBSTATIONS ALONG THE PROPOSED DELHI-VARANASI  
HIGH SPEED CORRIDOR (DVHSR)**

- 1.0 National High Speed Rail Corporation Limited (NHSRCL), a Joint Venture of Government of India and Participating State Governments, having its Corporate Office at Asia Bhawan 2nd Floor, Road No.205, Sector 9, Dwarka, New Delhi - 110077, incorporated under the provisions of Companies Act, 2013, invites bids under **Single Stage Two Packet** System for **Survey, Identification Of Overhead, Over Ground, Underground Utilities And Identification Of Power Sourcing Options** for substations Along The Proposed Delhi-Varanasi High Speed Corridor (DVHSR).

SN	Name of Services	Time & Date and submission	Earnest Money Deposit (Rs.)	Completion Period
1.0	Survey, Identification of Overhead, Over Ground, Underground Utilities and Identification of Power Sourcing Options for substations Along the Proposed Delhi-Varanasi High Speed Corridor (DVHSR)	Up to 15.00 Hrs. on 18.03.2020	Rs. 2,53,400.00/- (Rs. Two Lakh Fifty Three Thousand Four Hundred only)	4 (Four Months)

2.0	To participate in the Tender, Tender documents can be purchased during <b>25.02.2020 (11:00 hrs.) to 17.03.2020 (17:00 hrs.)</b> on all working days from the office of the National High Speed Rail Corporation Limited, New Delhi. The tender documents shall be given only to the person authorized in writing by your firm/company. Cost of tender document shall be <b>Rs. 11,800 (Indian Rupee Eleven</b>
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Signature of Tenderer

Signature of NHSRCL Authority

SURVEY, IDENTIFICATION OF OVERHEAD, OVER  
GROUND, UNDERGROUND UTILITIES AND  
IDENTIFICATION OF POWER SOURCING OPTIONS FOR  
SUBSTATIONS

	<b>Thousand Eight Hundred only</b> ) inclusive of GST @18%, which is non-refundable. This amount should be paid in the form of Pay Order/Demand Draft payable in favour of M/s National High Speed Rail Corporation Limited payable at New Delhi. Tender received without Tender Document Cost in specified form is liable to be summarily rejected. The GSTIN Certificate of the Bidder purchasing the tender document shall be submitted at the time of purchase of the tender documents.
3.0	Tender Documents can also be downloaded from NHSRCL website <a href="https://www.nhsrcl.in">https://www.nhsrcl.in</a> & <a href="https://eprocure.gov.in/epublish/app">https://eprocure.gov.in/epublish/app</a> . The bids can be submitted on the downloaded document along with a separate demand draft of <b>Rs. 11,800 (Indian Rupee Eleven Thousand Eight Hundred only), towards</b> the cost of Tender documents at the time of submission of Bid, in a separate envelope marked " <b>Cost of Tender documents</b> ", failing which the offer is liable to be summarily rejected.
4.0	Bids must be accompanied by a Bid Security/EMD of <b>Rs. 2,53,400/- (Rs. Two Lakh Fifty Three Thousand Four Hundred only)</b> in form of DD/ Pay Order/ Bank Guarantee and shall have to be valid for 45 days beyond the validity of the bid.
5.0	Pre-Bid Meeting: There is no Pre-Bid meeting planned for this Tender. All queries received from prospective bidders would be clarified through necessary corrigendum etc.
6.0	The Employer may issue addendum(s)/corrigendum(s) to the tender documents. In such case, the addendum(s)/corrigendum(s) shall be uploaded on NHSRCL website. Suitable time extension (not less than 5 days beyond the date of last amendment) for submission of bids will be granted.
7.0	<b>Date of Receipt and opening of Technical Bids:</b> The completed Bids must be dropped in the nominated tender box or delivered to the address below during office hours from <b>28.02.2020</b> onwards but not later than <b>15:00 hrs.</b> on <b>18.03.2020</b> . Technical Bids will be opened at <b>15:30 hrs.</b> on <b>18.03.2020</b> in the presence of Bidders who choose to be present. NHSRCL will not be responsible for any delays in Bidder obtaining the Bidding documents from NHSRCL/Website or receipt of the submitted bid by NHSRCL. However, NHSRCL reserves the right to postpone/defer the opening, if it deems fit.
8.0	Bidder may note that they are liable to be disqualified at any time during the tendering process in case any of the information furnished by them is not found to be true. The decision of the Employer in this regard shall be final and binding.
9.0	In case the bidder is registered as a vendor under the category of Micro, Small and Medium Enterprises (MSME), he must state his Udyog Aadhar Memorandum (UAM) number. The onus of proving that the bidder is exempted from payment of cost of tender document and/or EMD lies on the Bidder. In this connection, 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 and/or EMD, his bid shall be treated as non-responsive.
10.0	Address for Communication: Interested eligible Bidders may obtain further information from the following address:

Signature of Tenderer

Signature of NHSRCL Authority

**SURVEY, IDENTIFICATION OF OVERHEAD, OVER  
GROUND, UNDERGROUND UTILITIES AND  
IDENTIFICATION OF POWER SOURCING OPTIONS FOR  
SUBSTATIONS**

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	<b>National High-Speed Rail Corporation Limited, 2nd Floor Asia Bhawan, Road No. 205, Sector-9, Dwarka, New Delhi-110077 Tel No.: 011 -28070001/02/03/04 Email ID – jgmelec@nhsrcl.in</b>
11.0	Courts in Delhi alone have the jurisdiction to entertain any application or other proceedings in accordance with Laws in India, in respect of anything arising under this bid.

**S/d**  
**General Manager/Electrical**  
**National High Speed Rail Corporation Ltd.**  
**2nd Floor, Asia Bhawan, Road No. 205**  
**Sector-9, Dwarka, New Delhi-110077**

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

Signature of Tenderer

Signature of NHSRCL Authority



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**LETTER OF TECHNICAL BID**  
*[On Bidder's Company Letterhead]*

To

NATIONAL HIGH SPEED RAIL CORPORATION LIMITED  
**General Manager (Electrical)**  
**National High Speed Rail Corporation Ltd.**  
**2<sup>nd</sup> Floor, Asia Bhawan, Road No. 205**  
**Sector-9, Dwarka, New Delhi-110077**

Dear Sir,

We, the undersigned, declare that:

- (a) We have examined and have no reservations to the Bidding Documents, including addenda issued in accordance with Instructions to Bidders. *Insert the number and issuing date of each addendum*];
- (b) We offer to execute in conformity with the Bidding Documents the following Works:  
**“SURVEY, IDENTIFICATION OF OVERHEAD, OVER GROUND, UNDERGROUND UTILITIES AND IDENTIFICATION OF POWER SOURCING OPTIONS FOR SUBSTATIONS” (Tender No. NHSRCL/CO/ELECT/UTILITY/2020/05)**
- (c) Our Bid shall be valid for a period of **120** days from the date fixed for the Bid submission deadline in accordance with the Bidding Documents, and it shall remain binding upon us and will be accepted at any time before the expiration of that period;
- (d) We are not participating, as a Bidder or as a subcontractor, in more than one Bid in this bidding process in accordance with Instruction to Bidders; and
- (e) We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf will engage in any type of fraud and corruption.
- (f) In case incorrect, fabricated or suppressed information is noticed after the award of contract, then NHSRCL reserves the right to terminate the contract and forfeit all deposits available with NHSRCL.

Name of the Bidder *[insert complete name of person signing the Bid]*

Name of the person duly authorized to sign the Bid on behalf of the Bidder\*\* *[insert complete name of person duly authorized to sign the Bid]*

*Signature of Tenderer*

*Signature of NHSRCL Authority*

SURVEY, IDENTIFICATION OF OVERHEAD, OVER  
GROUND, UNDERGROUND UTILITIES AND  
IDENTIFICATION OF POWER SOURCING OPTIONS FOR  
SUBSTATIONS

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Title of the person signing the Bid *[insert complete title of the person signing the Bid]*

Signature of the person named above *[insert signature of person whose name and capacity are shown above]*

Date signed *[insert date of signing]* day of *[insert month]*, *[insert year]*

\*\* : Person signing the Bid shall have the power of attorney given by the Bidder to be attached with the Bid.

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**LETTER OF FINANCIAL BID**  
*[On Bidder's Company letterhead]*

To

NATIONAL HIGH SPEED RAIL CORPORATION LIMITED  
**General Manager (Electrical)**  
**National High Speed Rail Corporation Ltd.**  
**2<sup>nd</sup> Floor, Asia Bhawan, Road No. 205**  
**Sector-9, Dwarka, New Delhi-110077**

Dear Sir,

We, the undersigned, declare that:

(a) We have examined and have no reservations to the Bidding Documents, including addenda issued in accordance with Instructions to Bidders. *[Insert the number and issuing date of each addendum];*

(b) We offer to execute in conformity with the Bidding Documents the following Works:

**“SURVEY, IDENTIFICATION OF OVERHEAD, OVER GROUND, UNDERGROUND UTILITIES AND IDENTIFICATION OF POWER SOURCING OPTIONS FOR SUBSTATIONS”**

**(Tender No NHSRCL/CO/ELECT/UTILITY/2020/05)**

(c) The total price of our Bid, is: *[insert the total price of the Bid in words and figures in INR]*

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(d) Our Bid shall be valid for a period of **120** days from the date fixed for the Bid submission deadline in accordance with the Bidding Documents, and it shall remain binding upon us and will be accepted at any time before the expiration of that period;

(e) If our Bid is accepted, we commit to provide a Performance Security in accordance with the Bidding Documents;

(f) We understand that this Bid, together with your written acceptance thereof included in your Letter of Acceptance, shall constitute a binding contract between us, until a formal contract is prepared and executed; and

*Signature of Tenderer*

*Signature of NHSRCL Authority*

*SURVEY, IDENTIFICATION OF OVERHEAD, OVER  
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(g) We understand that you are not bound to accept the lowest evaluated Bid or any other Bid that you may receive.

Name of the Bidder *[insert complete name of Bidder submitting the Bid]*

Name of the person duly authorized to sign the Bid on behalf of the Bidder\*\* *[insert complete name of person duly authorized to sign the Bid]*

Title of the person signing the Bid *[insert complete title of the person signing the Bid]*

Signature of the person named above *[insert signature of person whose name and capacity are shown above]*

Date signed *[insert date of signing]* day of *[insert month]*, *[insert year]*

\*\* : Person signing the Bid shall have the power of attorney given by the Bidder to be attached with the Bid.

**\*\*\* Financial Bid should be submitted along with duly filled BOQ and Letter of Financial Bid.**

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

Signature of Tenderer

Signature of NHSRCL Authority

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## Instructions to Bidder (ITB)

### A. INTRODUCTION

#### 1.0 General

- 1.1 **Name of the Work:** As indicated in 'Appendix to Tender'.
- 1.2 The bid should accompany the documents, as specified in this Tender document, duly signed by an authorized person holding the power of attorney.
- 1.3 The work is proposed to be executed under the following relationship:
- a) **Client:** **National High Speed Rail Corporation Limited,  
Asia Bhawan, Second Floor,  
Road No 205, Sector-9 Dwarka,  
New Delhi-110077**
- b) **Employer:** National High Speed Rail Corporation Limited; Address as above.
- c) **Agency/Contractor:** The successful bidder to whom the work is awarded shall become the Agency/contractor for the Survey, Identification of Overhead, Over Ground, Underground Utilities and Identification of Power Sourcing options.
- 1.4 Throughout these bidding documents, the terms "bid" and "tender" and their derivatives ("bidder"/ "tenderer"), "bid/tendered", "bidding"/ "tendering", etc.) are synonymous. Day means calendar day. Singular also means plural.
- 1.5 **Scope of Work:** The scope of work includes survey, identification of overhead, over ground, underground utilities and identification of power sourcing options for substations, as per details given in Terms of Reference (TOR). The contract shall initially be for period as indicated in Appendix to Tender.
- 1.6 **NIT Response:**
- The NIT Response must be properly signed & stamped as detailed below:
1. By the proprietor in case of a proprietary firm.
  2. By a duly authorized person holding the power of attorney in the case of a limited company or corporation (a certified copy of the power of attorney in original shall accompany the Tender).
  3. By the partner holding the power of attorney in the case of a firm in partnership (a certified copy of the power of attorney shall accompany the Bid).

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- 1.7 Bidders may carefully note that they are liable to be disqualified at any time during the tendering process in case any of the information furnished by them is found to be inaccurate or untrue.
- 1.8 A bidder shall submit only one bid in the capacity of an Individual or Sole Proprietor or Company or Partnership. Violation of this condition is liable to a bidder's disqualification.
- 1.9 It is the NHSRCL's policy that the Agency under contracts observe the highest standard of ethics & professionalism during the selection and execution of such contracts. In pursuance of this policy, NHSRCL:
- a) Defines, for the purpose of this paragraph, the terms set forth below as follows:
    - i. "corrupt practice" means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the selection process or in contract execution;
    - ii. "fraudulent practice" means a misrepresentation or omission of facts in order to influence a selection process or the execution of a contract;
    - iii. "collusive practices" means a scheme or arrangement between two or more Agencies with or without the knowledge of the Employer, designed to establish prices at artificial, noncompetitive levels;
    - iv. "Coercive practices" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process, or affect the execution of a contract.
  - b) Reject a proposal for award if it determines that the Agency recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for the contract in question.

Declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a contract if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing a contract.

The rates shall be offered in the enclosed "Bill of Quantity (BOQ)". The rates shall include cost of all incidental costs, insurances (as applicable) along with all taxes, etc. as applicable, as per the description in scope of work and services and BOQ.

**2.0 DELETED**

**3.0 CONTENT OF BIDDING DOCUMENTS**

- 3.1 The bidding documents include the following:

*Signature of Tenderer*

*Signature of NHSRCL Authority*

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Single Stage Two Packet Bid consisting of Notice Inviting Tender (NIT), Form of Bid, Instruction to Bidders (ITB), Appendix to Tender, Annexures / Proformas, Terms of Reference (TOR), Special Condition of Contract (SCC), General Condition of Contract (GCC), Bill of Quantities.

- 3.2 The bidder is expected to examine all instructions, terms, conditions, forms specifications and any other information in the bidding documents. Failure to furnish all information required by the bidding documents or submission of a bid not substantially responsive to the bidding documents in every respect will be at the bidder's risk and may result in rejection of his bid.

#### **4.0 COST OF BIDDING**

- 4.1 The bidder shall bear all costs associated with the preparation and submission of the bid and the Employer will in no case be responsible or liable for these costs regardless of the conduct or the outcome of the bidding process.

#### **5.0 UNDERSTANDING OF BID DOCUMENTS**

- 5.1 The bidder must obtain for itself on its own responsibility and its own cost all the information including risks, contingencies & other circumstances in execution of the work. It shall also carefully read and understand all its obligations & liabilities given in tender documents.

- 5.2 The bidder is advised to visit and examine the site where the work is to be executed and its surroundings or other areas as deemed fit by the bidder and obtain for itself on its own responsibility all information that may be necessary for preparing the bid and execution of the contract. The cost of visiting the site and collecting relevant data shall be at the bidder's own expenses. It is a condition of the bid that the bidder is deemed to have visited the site and satisfied him-self with all the conditions prevailing including any difficulties for executing the work.

#### **6.0 PRE-BID MEETING, CLARIFICATIONS AND AMENDMENTS TO TENDER DOCUMENT**

##### **6.1 Pre-Bid Meeting**

- 6.1.1 No Pre- Bid meeting is planned for this Tender.

##### **6.2 Bidder's Queries**

- 6.2.1 The bidder should submit query in writing not later than Fourteen (14) days prior to the deadline for submission of Bids. Replies to bidder queries shall be uploaded on NHSRCL's website not later than Five (05) days prior to the deadline for submission of Bids.

##### **6.3 Addendum/ Corrigendum**

*Signature of Tenderer*

*Signature of NHSRCL Authority*



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- 6.3.1** At any time prior to the submission of Bids, the Employer may, whether at its own initiative, or in response to a clarification requested by a firm, amend the bid by issuing an Addendum/ Corrigendum. Addendum/ Corrigendum which will be informed to the Bidders. To give bidders reasonable time in which to take an amendment into account in their Bids, the Employer may at its discretion, if the amendment is substantial, extend the deadline for the bid submission. The issued Addendum(s) and Corrigendum(s) should be considered as part of Bid Document.

**C PREPARATION OF BIDS**

**7.0 LANGUAGE OF BID**

- 7.1 The bid prepared by the bidder and all documents related to the bid shall be written in English.

**8.0 SIGNING OF ALL BID PAPERS AND COMPLETING BILL OF QUANTITIES**

- 8.1 All the pages of the Tender documents (including all Addendum, Corrigendum, if any), drawings (if any) and Bill of Quantities and accompanying documents must be properly stamped and signed by the authorized signatory holding the Power of Attorney on each page and submitted along with the Bid. (The bidder is to enclose Power of Attorney in original).

- 8.2 Bidder shall quote price/rate for all the BOQ items. While filling up the rates in the Bill of Quantities, bidder shall ensure that there is no discrepancy in the rates and amounts. For the Price Bid, the full copy of the duly filled and signed Bill of Quantities should be submitted along with the Letter of Financial Bid.

- 8.3 The bidder must fill and submit the prices as per instructions given in Bill of Quantities. He shall not make any addition or alteration in BOQ format.

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

- 8.5 The bid should accompany all documents as mentioned in Instruction to Bidders, duly signed by an authorized person holding the Power of Attorney. Bidder shall compile their Bid document as per the requirements of Instruction to Bidders.

**9.0 DEVIATIONS**

- 9.1 In case of bids containing any conditions or deviations or reservations about contents of bidding document, Employer may ask for withdrawal of such conditions/deviations/reservations. If the bidder does not withdraw such conditions/deviations/ reservations, the bid shall be treated as non- responsive. Employer's decision regarding responsiveness or non-responsiveness of a bid shall be final and binding.

*Signature of Tenderer*

*Signature of NHSRCL Authority*

**10.0 PERIOD OF VALIDITY OF THE BID**

- 10.1 The bid shall remain valid for the period indicated in "Appendix to Tender" after the date of the opening of the bid. If the bidder gives validity period less than that fixed/prescribed by Employer, the bid shall be liable to be rejected.
- 10.2 Notwithstanding the above clause, Employer may solicit the bidders' consent to an extension of the validity period of the bid. The request and the response shall be made in writing.

**D SUBMISSION AND RECEIPT OF BIDS:**

**11.0 DEADLINE FOR SUBMISSION OF BID**

- 11.1 The Bidder shall submit a fully responsive bid including all the supporting documents requested in the Bid document. Once the bids are received and opened, Bidders shall not be required nor permitted to change the substance, quoted fee and so forth except at the time of negotiations carried out in accordance with the provisions of the Bid document. However, the Employer may ask in writing from the Bidders any clarifications/information based on the documents submitted with the bid considered necessary for evaluation, but not having any effect on the quoted fee and the substance of the bid. Bids must be delivered at the address given in the NIT on or before the time and date stated in the NIT or any new date established by NHSRCL according to provisions as set out in relevant Clauses of Instruction to Bidders. The tender duly filled must be received by Employer at address specified not later than the date and time as mentioned in the NIT.
- 11.2 The Bidders shall submit the bids ensuring the following:
- i. The Bid document in full and all completely filled Forms along with all issued Corrigendum/Addendum issued by the Employer duly initialed and stamped on all pages by the authorized signatory shall be serially enclosed and shall form part of submitted Bid as acceptance to all Terms and Conditions of Tender document by the Bidder.
  - ii. All details furnished as per Clause 11.5 of ITB.
  - iii. Financial Bid (containing Letter of Financial Bid and Bill of Quantities).
  - iv. The authorized signatory of the Bidder shall put his/her initial and duly stamp all pages of the hard copy of the Bid.
  - v. Tender Cost and Earnest Money Deposit deposited as per Tender Conditions.

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- 11.3 Bids shall contain no interlineations or overwriting, (except as necessary to correct errors) made by Bidders themselves. The person(s) who signed the Bid document must initial any such corrections, interlineations or overwriting. Tender received after submission time of the tender shall be rejected and returned unopened to the bidder.
- 11.4 Bids should be submitted in two separate **sealed** Envelopes clearly marked
- i) Technical Bid along with Tender Fees and Earnest Money Deposit
  - ii) Financial Bid (duly filled BOQ and Letter of Financial Bid)
- 11.5 The bidder shall submit the bid compiling all details and information along with all filled in Bid forms as under: -

<b>S. No</b>	<b>PARTICULARS</b>	<b>REMARKS</b>
1.	Checklist of Bid Document submission	Form 1
2.	Financial Credentials of Bidder	Form 2
3.	Financial Performance	Form 3
4.	Experience in Similar Nature of Work	Form 4
5.	Declaration	Form 5
6.	Format for Payment through "NEFT/RTGS" System Contractor/ Vendor Payment	Form 6
7.	Power of Attorney for Authorised Representative of Sole Bidder	Form 7
8.	Format for Affidavit to be submitted by the Bidder Along with the bid	Form 8
9.	Form of Bid Security (Bank Guarantee)	Form 9
10.	Form – JV or Consortium Agreement	Form 10
11.	Power Of Attorney For Authorised Representative of JV or Consortium Members	Form 11
12.	Power of Attorney to Authorized Representative of JV/Consortium	Form 12

Signature of Tenderer

Signature of NHSRCL Authority

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**Note: All Bid Forms and Bill of Quantities to be signed and stamped on all pages by Authorized Signatory and submitted in original.**

Tender received after submission due date and time shall be rejected and returned unopened to the Bidder.

- 11.6 In case the bidder is registered as a vendor under the category of Micro, Small and Medium enterprises (MSME), he must state his Udyog Aadhar Memorandum (UAM) number. The onus of proving that the bidder is exempted from payment of cost of tender document and/or EMD lies on the bidder. In this connection, 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 and/or EMD, his bid shall be treated as non-responsive.

## **12.0 WITHDRAWAL OF BID**

- 12.1 No bid can be withdrawn after submission and during tender validity period. If the Bid is withdrawn within the Bid validity period, the Earnest Money Deposit (EMD) will be encashed resulting in forfeiture of Bid Security submitted by the Bidder.
- 12.2 Submission of a bid by a bidder implies that he has read all the bid documents including amendments if any, visited the site and has made himself aware of the scope and specifications of the work to be done, local conditions and other factors having any bearing on the execution of the work.

## **13.0 SEALING AND MARKING OF BID DOCUMENT.**

- 13.1 The bid shall be submitted, duly on or before the due date and time, containing the Technical and Financial Bid in two separate sealed envelopes, addressed to **“General Manager/Electrical, National High Speed Rail Corporation Ltd., 2<sup>nd</sup> Floor, Asia Bhawan, Road No. 205, Sector-9, Dwarka, New Delhi-110077”** as described below: -
- (1) The two sealed envelopes one marked “Technical Bid along with Tender Fees and Earnest Money Deposit” and “Financial Bid” shall be sealed in a large envelope. **This envelope shall mention name of work at the top and the name of the submitting Bidder at the left hand corner of the envelope.**
  - (2) The Technical Bid shall comprise of duly filled and signed forms under Section-3: Bidding Forms.
  - (3) The Financial Bid must contain the Letter of Financial Bid document along with quoted Bill of quantities with rates & amounts duly filled in figures. Total amount of bid offer should also be indicated in words duly signed & stamped.

- (4) If all required documents along with Financial Bid are not submitted simultaneously upto the prescribed time and date of opening, the bid offer shall be summarily rejected.
- (5) The requisite EMD must be submitted along with the Bid. Otherwise, the bid shall be summarily rejected.
- (6) Bidder(s) must give their complete postal address of correspondence correctly with PIN code. NHSRCL shall not be responsible for any failure of despatch of letter by the Postal Department.
- (7) The bidder or his authorised representatives may attend the opening of bid on the specified dates & timings and place.
- (8) The attested copies of the various letters/documentary proofs/statements etc. should be enclosed with bid and shall be properly indexed.

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

#### **14.0 TRANSFER OF BID DOCUMENTS**

TRANSFER OF **BID DOCUMENTS** TO ANOTHER BIDDER IS NOT PERMISSIBLE. BIDDER CAN SUBMIT ONLY ONE BID ON THE DOCUMENT ISSUED TO HIM.

#### **15.0 EARNEST MONEY DEPOSIT (BID SECURITY)**

##### **15.1 Earnest Money Deposit**

The bidder must furnish the Earnest Money Deposit as indicated in 'Appendix to Tender' for the work as specified failing which the bid shall be summarily rejected. The Earnest Money may be in any one of the following forms:

- a) EMD/Bid Security value up to Rs. 10 lakhs must be in the form of Pay Order/Demand Draft. Bank Draft/Pay Order and shall be in favour of National High Speed Rail Corporation Limited payable at New Delhi from a scheduled commercial bank in case of EMD/Bid Security amount being more than Rs. 10 lakhs, it can be in the form of irrevocable Bank Guarantee/ Pay Order/Demand Draft valid for a period of 45 days beyond the original Bid validity period, issued by a scheduled Bank based in India or from a branch in India of a scheduled foreign bank. Any form of EMD/Bid Security from Co-operative Banks is not allowed. Bank Guarantee not valid for a period as cited above, will not be considered as a valid EMD/Bid Security instrument. The B.G. must be made invokable at any branch in Delhi/NCR/Project HQ branch of the issuing bank.
- b) It is mandatory for bidders to provide their bankers details (name of bank and branch) along with their own bank details (account no., name of account holder, NEFT / RTGS details).

*Signature of Tenderer*

*Signature of NHSRCL Authority*

- c) Employer shall not be liable for payment of any interest on the Earnest Money Deposit.
- d) In case the bidder is registered as a vendor under the category of Micro, Small and Medium Enterprises (MSME), he must state his Udyog Aadhar Memorandum (UAM) number. The onus of proving that the bidder is exempted from payment of cost of tender document and/or EMD lies on the bidder. In this connection, 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 and/or EMD, his bid shall be treated as non-responsive.

#### 15.2 **Forfeiture of Earnest Money:**

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

The Earnest Money Deposit shall be forfeited as per the reasons given in tender documents, which are as under:

- a) if a Tenderer/Bidder withdraws its Bid during the period of Bid validity
- b) if a Tenderer/Bidder misrepresents or omits the facts in order to influence the procurement process;
- c) if the successful Tenderer/Bidder fails to:
  - (i) sign the Contract in accordance of tender terms and conditions;
  - (ii) furnish a performance security;
  - (iii) accept the correction of its Bid Price;
- d) if the affidavit submitted by the Tenderer/Bidder or its constituents in or any of the declarations of Form of Bid submitted by the Bidder has been found to be false at any stage during the process of Bid evaluation.

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

- a) The Bid Security of unsuccessful Bidders shall be returned as promptly as possible upon the successful Bidder's signing the Contract and furnishing the Performance Security.

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

- b)

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The Earnest Money Deposit (EMD) of the successful Bidder will be retained by NHSRCL as part of security for the due and faithful fulfilment of the contract by the Agency.

**16.0 DELETED**

**E. BID OPENING AND EVALUATION**

**17.0 OPENING OF THE BID**

17.0.1 Technical Bids will be opened at the address mentioned in "Notice Inviting Tender" in presence of bidders or authorized representatives of bidders who wish to attend the opening of bids. Physical presence during bid opening is optional.

17.0.2 Bidders or their authorized representatives who are present shall sign register in evidence of their attendance.

17.0.3 Bidder name, presence or absence of requisite total cost of work quoted or any other details as Employer may consider appropriate will be announced and recorded at the time of Financial bid opening.

**17.1 System of Evaluation of Bids**

17.1.1 Bids will be evaluated through the following three steps (single stage):

- |       |        |   |
|-------|--------|---|
| (i)   | Step 1 | Evaluation of General Requirements                  |
| (ii)  | Step 2 | Qualifying Criteria and Evaluation of Technical Bid |
| (iii) | Step 3 | Evaluation of Financial Bid                         |

**17.1.2 Part 1 (General Bid Evaluation)**

**Step 1: Evaluation of General Requirements**

The following General Items will be checked:

- i) The Power of Attorney for the Bid signatory is in the correct form and properly notarised.
- ii) All Bid Forms are duly fulfilled and have been signed by the Authorised Representative.
- iii) All pages of the Bid Documents along with issued Addendum/Corrigendum (if any) have been duly signed on all pages by Authorised Representative and submitted along with the Bid as

acceptance to all Terms and Conditions of the Tender document by the Bidder.

- iv) All data to be entered by the Bidder has been provided as per FORM 1.
- v) Any alterations are initialled by Authorised Representative.
- vi) Bid Security and Tender Document Cost Submitted as per Tender Conditions

All Bids which have passed this Stage of the Evaluation will proceed to the next stage i.e. Step 2.

### **Step 2: Qualifying Criteria and Evaluation of Technical Bid**

The details of Qualifying Criteria and Evaluation of Technical Bid is provided in Annexure I of ITB.

#### **17.1.3 Financial Bid Evaluation**

##### **Step 3: Evaluation of Financial Bid**

1. All pages of Bill of Quantities to be submitted as per Proforma provided in Tender document duly signed and stamped at all pages by Authorized Signatory.
2. Bids containing financial information will be checked for computational errors, and prices will be corrected and adjusted as necessary.
3. The Employer shall correct arithmetical errors on the following basis:
  - a) 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;
  - b) 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
  - c) If there is any discrepancy between quoted figures and words, the amount quoted in words shall prevail.
  - d) The Bidder shall fill in rates and prices for all items of the Works described in the Bill of Quantities. Items against which no rate or price is entered by the Bidder shall be deemed covered by the rates



for other items in the Bill of Quantities and will not be paid for separately by the Employer.

4. If the Bidder does not accept the correction of errors, its Bid shall be disqualified and its Bid security may be forfeited.

The details of Qualifying Criteria and Evaluation of Financial Bid is provided in Annexure I of ITB.

On completion of Technical and Financial evaluation of submitted Bids, final ranking of the Bids will be determined. The Employer shall award the Contract to the Bidder whose offer has been determined to be the lowest evaluated Bid and is substantially responsive to the Bidding Documents, provided further that the Bidder is determined to be eligible and qualified to perform the Contract satisfactorily.

## **18.0 CLARIFICATION OF THE BIDS**

- 18.1 To assist the examination, evaluation and comparison of the bids, Employer may at his discretion ask the bidders for any clarifications as considered essential. All such correspondence shall be in writing and no change in price or substance of the bid shall be sought or permitted. The above clarification for submission of the details shall form part of the bid and shall be binding on the bidder.

## **19.0 NEGOTIATION**

- 19.1 The Employer reserves the right to negotiate the offer submitted by the bidder/s to withdraw certain conditions or to bring down the rates to a reasonable level. The bidder must note that during negotiation, rates of items of BOQ can only be reduced and not increased by the bidder. In case the bidder introduces any new condition or increases rates of any item of BOQ, his negotiated offer is liable to be rejected and the original offer shall remain valid and binding on him.

Should NHSRCL decide to negotiate with view to bring down the rates, the bidder called for negotiation should furnish the following form of declaration before the commencement of negotiation.

“I \_\_\_\_\_ do declare that in the event of failure of contemplated negotiations relating to bid No. \_\_\_\_\_ dated \_\_\_\_\_ my original bid shall remain open for acceptance on its original terms and conditions.”

## **20.0 CONFLICT OF INTEREST**

- 20.1 **Impartiality:** The Agency is required to provide professional, objective, and impartial advice, at all times holding the Client's interest's paramount, strictly

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avoiding conflicts with other assignments or its own corporate interests, and acting without any consideration for future work.

- 20.2 **Conflict of Interest:** The Agency has an obligation to disclose to the Client any situation of actual or potential conflict that impacts its capacity to serve the best interest of its Client. Failure to disclose such situations may lead to the disqualification of the Agency or the termination of its Contract.

Without limitation on the generality of the foregoing, the Agency shall not be hired by NHSRCL under the circumstances set forth below:

- a) **Conflicting activities:** Conflict between consulting activities and procurement of goods or non-consulting services: A Agency that has been engaged to provide goods or non-consulting services for a project, or any of its affiliates, shall be disqualified from providing consulting services resulting from or directly related to those goods or non-consulting services. Conversely, a Agency hired to provide consulting services for the preparation or implementation of a project, or any of its affiliates, shall be disqualified from subsequently providing goods or non-consulting services resulting from or directly related to the consulting services for such preparation or implementation.
- b) **Conflicting Assignments:** Conflict among consulting assignments: Neither a Agency nor any of its affiliates shall be hired by NHSRCL for any assignment that, by its nature, may be in conflict with another assignment of the Agency.
- c) **Conflicting Relationship:** Relationship with Borrower's staff: A Agency that has a close business relationship with the Borrower's professional personnel who are directly or indirectly involved in any part of: (i) the preparation of the Terms of Reference for the assignment, (ii) the selection process for the Contract, or (iii) the supervision of such Contract, shall be disqualified.
- d) **One Bid per Bidder:** Based on the "One Bid per Bidder" principle, which is to ensure fair competition, a Agency, and any affiliate that directly or indirectly controls, is controlled by, or is under common control with that Agency shall not be allowed to submit more than one proposal, either individually as a Agency or as a member of a Joint Venture. A Agency (including its affiliate), if acting in the capacity of a Sub-Agency in one proposal, may participate in other proposals, only in that capacity.
- e) Any other form of conflict of interest other than (a) through (d) of this ITB 20.2.

## 21.0 CANVASSING

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

## 22.0 RIGHT TO ACCEPT ANY BID OR REJECT ALL BIDS

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Employer reserves the right to accept, split, divide, negotiate, cancel or reject any bid or to annul and reject all bids at any time prior to the award of the contract without incurring any liability to the affected bidders or any obligation to inform affected bidder, the grounds of such action.

**23.0 AWARD OF CONTRACT**

23.1 Employer shall notify the successful bidder in writing by a Registered Letter/Courier/ Speed Post/e-mail or per bearer that his bid has been accepted.

23.2 The Parties shall sign a Contract Agreement as per the conditions of contract after the Contractor receives the Letter of Acceptance, unless they agree otherwise. The costs of stamp duties and similar charges (if any) imposed by law in connection with entry into the Contract Agreement shall be borne by the Employer.

**24.0 ANNULMENT OF AWARD**

22.1 Failure of the successful bidder to comply with the requirement of Clause 23 above shall constitute sufficient ground for the annulment of the award and forfeiture of the EMD in which event the Employer may make the award to any other bidder at his discretion or call for new bids.

**25.0 JURISDICTION**

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

## ANNEXURE I

### A. BID OPENING AND EVALUATION

#### 1.0 System of Evaluation of Bids

1.1.1 Bids will be evaluated through the following three stages:

Part 1 (Technical Evaluation)

- i) Step 1 : Evaluation of General Requirements
- ii) Step 2 : Evaluation of Minimum Qualification Criteria

Part 2 (Financial Evaluation)

- iii) Step 3 : Evaluation of Financial Bid

Only those bidders who have passed Step 1 and Step 2, their Financial Bids will be opened.

#### 1.1.2 **Step 1:** Evaluation of General Requirements

The following General Items will be checked:

- i) The Power of Attorney for the Authorized Representative is in the correct form and duly notarised.
- ii) All Bid Forms have been signed by the Authorised Representative.
- iii) All pages of the Bid Documents along with issued Addendum/Corrrigendum have been duly signed on all pages by Authorised Representative and submitted along with the Bid as acceptance to all Terms and Conditions of the Tender document by the Bidder.
- iv) All data to be provided by the Bidder as per FORM 2.
- v) Any alterations are initialled by Authorised Representative.
- vi) Bid Security Submitted.
- vii) Whether cost of tender form deposited if bid has been submitted on downloaded tender documents
- viii) Whether letter of technical bid is compliant

All Bids which have passed this Stage of the Evaluation will proceed to the next stage.

#### 1.1.3 **Step 2:** Evaluation of Minimum Qualification Criteria

The following Minimum Qualification Criteria will be checked:

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**SURVEY, IDENTIFICATION OF OVERHEAD, OVER GROUND, UNDERGROUND UTILITIES AND IDENTIFICATION OF POWER SOURCING OPTIONS FOR SUBSTATIONS**

Criteria Requirement	Compliance Requirements	Documents Submission Requirements
	Single Entity/JV/ Consortium	
<b>A. AVERAGE ANNUAL FINANCIAL TURNOVER</b>		
<p>1) Minimum average annual turnover of <b>INR 46.01 lakh</b> in the last three financial years. Calculated as total certified payments received for contracts in progress or completed, within the last three financial years i.e. 2016-17, 2017-18, 2018-19 divided by three (3). Form 2 to be filled and submitted.</p> <p>2) <b>NET WORTH</b> - Details to be filled in Form 3, shall be provided for the last three years to demonstrate the current soundness of the Contractor's financial position. As a minimum the Contractors <b>NET WORTH</b> calculated as difference between total assets and total liabilities should be positive in last year and for atleast 2 years during the last three years.</p> <p><b>(Refer- Note-1)</b></p>	<p>must meet requirement</p> <p>must meet requirement</p>	<p>Form-2</p> <p>Form-3</p>
<b>B. CONTRACTS OF SIMILAR SIZE AND NATURE:</b>		
<p>1) The Bidder should have completed or substantially completed the "Similar Works" of following value in the last seven (7) years before the deadline for submission of the bids:</p> <p>I. one order/ contract, with value of at least <b>Rs 92.02 lakhs</b>.</p> <p>OR</p> <p>II. two orders/ contracts, with value of at least <b>Rs. 61.35 lakhs</b> each</p> <p>OR</p> <p>III. three orders/ contracts, with value of at least <b>Rs. 46.01 lakhs</b> each</p> <p><b>(Refer Note-2)</b></p> <p><b>Note:</b></p>	<p>must meet requirement</p>	<p>Form-4</p>

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<p>1) “Similar work” shall mean <b>“Utility Survey of any linear project pertaining to Railway/Metro Rail/ High Speed Corridor/ Highway / Oil &amp; Gas Pipeline / Road/waterways etc. as part of detailed survey for DPR/DFR/FLS/LA plans or independent utility survey etc.”</b></p> <p>2) The similar works carried out for Railways, NHAI, CPWD, MES, DOT, State PWD or any other Central/State Government Institutions or Ministry would be considered for judging technical qualification.</p> <p>3) For the value of similar works, total value of contract for independent utility survey or detailed survey including utility survey shall be considered.</p>		
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All Bids which have passed this Step of the Evaluation will proceed to the next Step.

**NOTE 1:** Compliance requirement in case of a JV/Consortium–

1. **NET WORTH** – Each partner (including Lead and others) must meet the requirement.
2. **SHARE OF PARTNERS** – Minimum share Lead partner shall be 40%. Minimum share of each other partner shall be 15%. All combined must meet the requirement of 100%.
3. **AVERAGE ANNUAL TURNOVER** – Lead partner should meet minimum 40% of the requirement. Each other partner should meet minimum 20% of the requirement. All combined must meet the requirement of 100%.
4. **EXPERIENCE** – All partners combined credentials must meet the requirement.
5. Single entity must meet the requirement of para 1.1.3.

**NOTE 2:**

1. Each contract performed by any one of the JV/ Consortium member shall satisfy the minimum value of a single contract as required for single entity.
2. Substantial completion of work shall be considered if 80% or more payment is received under the contract.

All Bids which have passed this Step of the Evaluation will proceed to the next Step i.e Financial Bid Evaluation Step.

1.1.4 **Stage 3:** Evaluation of Financial Bid

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The opened Financial Bids will be evaluated to determine for the award of the work as per ITB clause 17.1.3.

*Signature of Tenderer*

*Signature of NHSRCL Authority*

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



**SURVEY, IDENTIFICATION OF OVERHEAD, OVER GROUND, UNDERGROUND UTILITIES AND IDENTIFICATION OF POWER SOURCING OPTIONS FOR SUBSTATIONS**

**APPENDIX TO TENDER**

<b>Bid Notice No.</b>	<b>NHSRCL/CO/ELECT/UTILITY/2020/05</b>
<b>Name of Work/Project</b>	<b>Survey, Identification of Overhead, Over Ground, Underground Utilities and Identification of Power Sourcing Options for substations Along the Proposed Delhi-Varanasi High Speed Corridor (DVHSR)</b>
<b>Client</b>	<b>National High Speed Rail Corporation Limited</b>
<b>Bid to be submitted / deposited / addressed (if it is sent by Post) to the office of</b>	<b>General Manager/ Electrical, National High Speed Rail Corporation Limited, Asia Bhawan, Second Floor, Road No 205, Sector-9 Dwarka, New Delhi-110077.</b>
<b>(a) Cost of Bid document</b>	<b>Rs. 11,800- (inclusive of GST)</b>
<b>(b) Earnest Money Deposit</b>	<b>Rs. 2,53,40.00/- (Rs. Two Lakh Fifty Three Thousand Four Hundred only)</b>
<b>(c) Completion period</b>	<b>04 (Four Months)</b>
<b>(d) Date and time of submission of Bid</b>	<b>On 18.03.2020 up to 15:00 hrs.</b>
<b>(e) Date and time of opening of the Bids</b>	<b>On 18.03.2020 at 15:30 hrs.</b>
<b>(f) Validity of Offer</b>	<b>120 days from the date of opening of Bid</b>
<b>(g) Scope of Work</b>	<b>The scope of work includes Survey, Identification of Overhead, Over Ground, Underground Utilities and Identification of Power Sourcing Options for substations Along the Proposed Delhi-Varanasi High Speed Corridor (DVHSR), as per details given in Terms of Reference (TOR).</b>

Signature of Tenderer

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

Signature of Tenderer

Signature of NHSRCL Authority

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SUBSTATIONS**

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

*Signature of Tenderer*

*Signature of NHSRCL Authority*

**FORM 1**

<b>CHECKLIST OF TECHNICAL BID DOCUMENT SUBMISSION</b> (To be filled by bidder and submitted along with tender document)																																						
<b>S. No.</b>	<b>Document / Items required</b>	<b>Please indicate whether attached or Not Applicable (NA)</b>																																				
<b>TWO PACKET SINGLE STAGE BIDDING SYSTEM</b>																																						
<b>1</b>	Letter of Technical Bid																																					
<b>2</b>	All Forms duly filled: -																																					
	<table border="1"> <thead> <tr> <th><b>S. No</b></th> <th><b>PARTICULARS</b></th> <th><b>REMARKS</b></th> </tr> </thead> <tbody> <tr> <td>1.</td> <td>Financial Credentials of Bidder</td> <td>Form 2</td> </tr> <tr> <td>2.</td> <td>Financial Performance</td> <td>Form 3</td> </tr> <tr> <td>3.</td> <td>Experience in Similar Nature of Work</td> <td>Form 4</td> </tr> <tr> <td>4.</td> <td>Declaration</td> <td>Form 5</td> </tr> <tr> <td>5.</td> <td>Format for Payment through "NEFT/RTGS" System Contractor/ Vendor Payment</td> <td>Form 6</td> </tr> <tr> <td>6.</td> <td>Power of Attorney for Authorised Representative of Sole Bidder</td> <td>Form 7</td> </tr> <tr> <td>7.</td> <td>Format for Affidavit to be submitted by the Bidder Along with the bid</td> <td>Form 8</td> </tr> <tr> <td>8.</td> <td>Form of Bid Security (Bank Guarantee)</td> <td>Form 9</td> </tr> <tr> <td>9.</td> <td>Form – JV or Consortium Agreement</td> <td>Form 10</td> </tr> <tr> <td>10.</td> <td>Power Of Attorney For Authorised Representative of JV or Consortium Members</td> <td>Form 11</td> </tr> <tr> <td>11.</td> <td>Power of Attorney to Authorized Representative of</td> <td>Form 12</td> </tr> </tbody> </table>	<b>S. No</b>	<b>PARTICULARS</b>	<b>REMARKS</b>	1.	Financial Credentials of Bidder	Form 2	2.	Financial Performance	Form 3	3.	Experience in Similar Nature of Work	Form 4	4.	Declaration	Form 5	5.	Format for Payment through "NEFT/RTGS" System Contractor/ Vendor Payment	Form 6	6.	Power of Attorney for Authorised Representative of Sole Bidder	Form 7	7.	Format for Affidavit to be submitted by the Bidder Along with the bid	Form 8	8.	Form of Bid Security (Bank Guarantee)	Form 9	9.	Form – JV or Consortium Agreement	Form 10	10.	Power Of Attorney For Authorised Representative of JV or Consortium Members	Form 11	11.	Power of Attorney to Authorized Representative of	Form 12	
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Signature of Tenderer

Signature of NHSRCL Authority

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	JV/Consortium	
<b>3</b>	Attested copies of Affidavit for sole proprietorship / memorandum and Articles of Association/ JV/ Consortium Agreement along with details pertaining to place of registration, principal place of business of the firm, etc.,	
<b>4</b>	Bid Security of <b>Rs. 2,53,400.00/- (Rs. Two Lakh Fifty Three Thousand Four Hundred only)</b> in proper form as mentioned in Para 4 of Notice for Invitation of Bids (NIT) of Section-I	
<b>5</b>	GST Registration Certificate & No.	
<b>6</b>	PAN of the firm	
<b>7</b>	Tender Document along with Addendum/Corrigendum/Reply to Bidder's Queries (if any) duly signed & stamped on all pages as Bidder's acceptance to all Terms and Conditions of Tender document.	
<b>8</b>	Details of Tender Cost submitted, if any.	

Signature of Tenderer

Signature of NHSRCL Authority

**FORM- 2**

**FINANCIAL CREDENTIALS OF BIDDER**

[The following table shall be filled in for the Bidder and for each member of a  
JV/Consortium]

S. No.	Financial Year	Annual Turnover #
1	[2018-19]	
2	[2017-18]	
3	[2016-17]	

# The turnover shall be considered for contracted value only for works and supplies and any turnover owing to sale of assets or lease and license will not be considered.

**Note:**

1. The Bidder is not required to submit any document as documentary evidence along with the Bidding Documents. All information furnished in this Form shall be certified by the Chartered Accountant /Company Auditor/ Statutory Auditor.

**Bidder's Representative:**

Signature :  
Name :  
Position :  
Date : .....  
Company : .....  
Company stamp

Chartered Accountant /Company Auditor/ Statutory Auditor

Signature :  
Name :  
Position :  
Date : .....  
Company : .....

Signature of Tenderer

Signature of NHSRCL Authority

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Company stamp  
Membership No.....  
Address .....  
Contact No .....  
Email ID.....

**FORM 3**

**Financial Performance**

*[The following table shall be filled in for the Bidder and for each member of a JV/Consortium]*

Date: *[insert day, month, year]*  
 Bidder's Legal Name: *[insert full name]*  
 JV/Consortium Party Legal Name: *[insert full name]*  
 NIT No.: NHSRCL/CO/ELECT/UTILITY/2020/05  
 Page *[insert page number]* of *[insert total number]* pages

**Financial data**

Type of Financial Information in (currency)	Historic Information for Previous 3 (three) Years (amount in currency, currency, INR equivalent)		
	FY 2016-2017	FY 2017-2018	FY 2018-2019
<b>Statement of Financial Position (Information from Balance Sheet)</b>			
Total Assets (TA)			
Total Liabilities (TL)			
Net Worth (NW)			

**Note:** The Bidder is not required to submit any document as documentary evidence along with the Bidding Documents. All information furnished in this Form shall be certified by a Chartered Accountant/Company Auditor/Statutory Auditor.

**Bidder's Representative:**

Signature: .....

Name: .....

Position: .....

Date: .....

Company: .....

Signature of Tenderer

Signature of NHSRCL Authority



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Company stamp: .....

Chartered Accountant/Company Auditor/Statutory Auditor

Signature: .....

Name: .....

Position: .....

Date: .....

Company: .....

Company stamp: .....

Membership No: .....

Address: .....

Contact No: .....

Email ID: .....

Signature of Tenderer

Signature of NHSRCL Authority

**FORM 4**

**EXPERIENCE IN SIMILAR NATURE OF WORK**

*[The following table shall be filled in for the Bidder and for each member of a JV/Consortium]*

Date: *[insert day, month, year]*

Bidder's Legal Name: *[insert full name]*

JV/Consortium Party Legal Name: *[insert full name]*

NIT No.: NHSRCL/CO/ELECT/UTILITY/2020/05

Page *[insert page number]* of *[insert total number]* pages

*[Bidder to submit each Project in a separate Form for the Top 5 reported Projects]*

**CONTRACTOR EXPERIENCE IN SIMILAR WORK ACTIVITIES**

The following table shall be filled in for the Bidder.

Date: *[insert day, month, year]*

Bidder's Legal Name: *[insert full name]*

*[Fill out one (1) form per contract, in accordance with, Evaluation and Qualification Criteria]*

Page *[insert page number]* of *[insert total number]* page

CONTRACTOR EXPERIENCE IN SIMILAR WORK ACTIVITIES			
Contract No.		Contract Name	
Award Date		Actual Completion Date	
Category of work			
Total Accepted Contract Amount			
Total Contract Amount received in INR			
Role in Contract <i>[check the appropriate box]</i>	<b>Prime Consultant/ Contractor</b>		

Signature of Tenderer

Signature of NHSRCL Authority

**SURVEY, IDENTIFICATION OF OVERHEAD, OVER GROUND, UNDERGROUND UTILITIES AND IDENTIFICATION OF POWER SOURCING OPTIONS FOR SUBSTATIONS**

	Single entity <input type="checkbox"/>	
	JV/ Consortium/Association member <input type="checkbox"/>	
If partner in a JV specify participation in total contract amount in INR	Percent share of Total:	Share Amount:
Employer's Name, Current Address and Current Telephone/ Fax Number, E-mail		
Description of the work in accordance with Tender Criteria		
Detailed Narrative Description of services rendered. (Give Details of Work that defines the scope relevant to the requirement)		

1. Activity No. (2) \_\_\_\_\_
2. Activity No. (3) \_\_\_\_\_

**Note :**

- The Bidder is not required to submit any document as documentary evidence along with the Bidding Documents. All information furnished in this Form shall be certified by the Chartered Accountant /Company Auditor/ Statutory Auditor.

**Bidder's Representative:**

Signature : \_\_\_\_\_  
 Name : \_\_\_\_\_  
 Position : \_\_\_\_\_  
 Date : \_\_\_\_\_  
 Company : \_\_\_\_\_  
 Company stamp

Chartered Accountant /Company Auditor/ Statutory Auditor

Signature : \_\_\_\_\_  
 Name : \_\_\_\_\_  
 Position : \_\_\_\_\_  
 Date : \_\_\_\_\_

*Signature of Tenderer*

*Signature of NHSRCL Authority*

---

Company :-----  
Company stamp  
Membership No.....  
Address .....  
Contact No .....  
Email ID.....

**FORM 5**

**DECLARATION**

(Cross out fully which is not applicable)

1. I am/We are not related to any Employee of the NHSRCL in any capacity.

OR

2. I/We draw attention to the fact that I/we am/are related to the following Employees of the NHSRCL.

(Cross out Table diagonally if NOT applicable)

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

Signature of Authorized Representative: -

\_\_\_\_\_

Address: - \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Signature of Tenderer

Signature of NHSRCL Authority

**FORM 6**

**FORMAT FOR PAYMENT THROUGH “NEFT/RTGS” SYSTEM  
CONTRACTOR/VENDOR PAYMENT**

*(Separate Form to be filled by each JV/Consortium member)*

<b>Sr. No.</b>	<b>Detail given by Contractor/ Vendor</b>	
<b>a.</b>	Name of Party	
<b>b.</b>	Tender/Bid No.	
<b>c.</b>	Date	
<b>d.</b>	Name of Bank	
<b>e.</b>	Name of Bank Branch	
<b>f.</b>	Address	
<b>g.</b>	Place	
<b>h.</b>	Account Number	
<b>i.</b>	MICR Code	
<b>j.</b>	IFS Code	
<b>k.</b>	Mobile No (for SMS)	
<b>l.</b>	E-Mail ID	
<b>m.</b>	PAN Number	

**Note: -**

- Please attach photo copy of 1<sup>st</sup> page of pass book (Containing account number, name of account holder, branch name) and photo of one blank cancelled cheque (for IFS code) for payment.
- Form should be filled up in two sets of original for submission.

**(Signature of Authorized Representative of Bidder)**

Name :  
Position :  
Date : .....

*Signature of Tenderer*

*Signature of NHSRCL Authority*

NHSRCL, Delhi  
SURVEY, IDENTIFICATION OF OVERHEAD, OVER  
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SUBSTATIONS

Bidding Documents

---

Company : .....

Company stamp:

Signature of Tenderer

Signature of NHSRCL Authority

**FORM 7**

**POWER OF ATTORNEY FOR AUTHORISED REPRESENTATIVE OF SOLE  
BIDDER**

*(To be submitted in Original)*

I/We \_\_\_\_\_ do hereby constitute, appoint and authorize Mr/Ms \_\_\_\_\_ who is presently employed with us and holding the position of \_\_\_\_\_ as our Representative, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our Bid for the Works of [*Insert Tender Name*], including signing and submission of all documents and providing information/responses to National High Speed Rail Corporation Limited, representing us in all matters, dealing with National High Speed Rail Corporation Limited in all matters in connection with our Bid for the said Works.

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

Dated this the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_.

\_\_\_\_\_  
(Signature and Name in Block letters of Signatory)

Seal of Company

Witness

<u>Witness 1:</u> Name: Address: Occupation:	<u>Witness 2:</u> Name: Address: Occupation:
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Signature of Tenderer

Signature of NHSRCL Authority



**SURVEY, IDENTIFICATION OF OVERHEAD, OVER  
GROUND, UNDERGROUND UTILITIES AND  
IDENTIFICATION OF POWER SOURCING OPTIONS FOR  
SUBSTATIONS**

---

**Notes:**

*This Power of Attorney shall be executed in English/Hindi according to the applicable laws in the Bidder's country, taking into account the notes stated below:*

*(1) The mode of execution should be in accordance with the procedure, if any, laid down by the applicable law in the Bidder's country and the charter documents of the executants(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.*

*(2) Whenever required, the Bidder should submit for verification the extract of the charter documents and the shareholder resolution in favour of the person executing this document on behalf of the Bidder.*

*(3) For a required document executed and issued overseas, the document will also have to be legalised by the Embassy of India in the Bidder's country and notarized in the jurisdiction where it is being issued. However, documents provided by Bidders from countries that have signed The Hague Legislation Convention 1961 are not required to be legalized by the Indian Embassy, if they carry a conforming Apostille certificate.*

**FORM 8**

**- FORMAT FOR AFFIDAVIT TO BE SUBMITTED BY THE BIDDER  
- ALONGWITH THE BID**

*(To be executed in presence of Public Notary on a non-judicial stamp paper of the appropriate value in accordance with relevant stamp Act. The stamp paper has to be procured in the name of the Bidder) \*\**

I ..... (Name and designation) \*\* ..... appointed as the attorney/authorized signatory of the Bidder , M/s. \_\_\_\_\_ (hereinafter called the Bidder for the purpose of the Bid for the purpose of the bid for the work of \_\_\_\_\_ as per the Bid No. \_\_\_\_\_ of NHSRCL, do hereby solemnly affirm and state on behalf of the Bidder as under:

1. \*We declare that the Bidder has not been Blacklisted/ banned for business dealing for all Government Departments, or by Ministry of Railways or by NHSRCL at any time and/or no such blacklisting is in force or under process as on the deadline date for for submission of bids.
2. That the Bidder is neither Bankrupt/Insolvent nor is in the process of winding-up or under insolvency procedure nor such a case is pending before any Court on the deadline of submission of the bids.
3. We declare that the Bidder have, neither changed its name, nor created a new business entity as covered by the definition of "Allied Firm" under para 1002(iii) of chapter X of Vigilance Manual of Indian Railways 2018, with latest amendments and corrections (available on website of Indian Railways), consequent to having been banned business dealings or suspended business.
4. We declare and certify that we have not made any misleading or false representation in the forms, statements and attachments in proof of the qualification requirements, submitted in the bid.
5. We declare that the information and documents submitted along with the offer by us are correct and we are fully responsible for the correctness of the information and documents, submitted by us.
6. We understand that in case we do not fulfill the requirements of the eligibility and qualifying criteria at any time after opening of the proposals and till finalization of proposals, it will be our bounden duty to inform the Employer of our changed status immediately and in case of our failure to do so, our proposal shall be rejected and bid security shall be forfeited. We shall also be liable for Banning of Business dealings with employer upto a period of three years, or for such period as may be decided.
7. We also understand that if the contents of the affidavit are found to be false at any time after the award of the contract it will lead to termination of the contract, forfeiture of performance security and banning of business dealings for a period of upto five years.

Signature of Tenderer

Signature of NHSRCL Authority

**SURVEY, IDENTIFICATION OF OVERHEAD, OVER  
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SEAL AND SIGNATURE OF THE BIDDER

Verification:

Verified on \_\_\_\_\_ day of \_\_\_\_\_ at \_\_\_\_\_ that the contents of the above mentioned affidavit are true and correct and nothing material has been concealed there from.

SEAL AND SIGNATURE OF THE BIDDER

*\* Modify the contents wherever necessary, as per Terms of Reference.*

*\*\* The contents in Italics are only for guidance purpose and details as appropriate, are to be filled in suitably by Bidder.*

◆ *Attestation before Magistrate/Public Notary*

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**FORM 9**

**FORM OF BID SECURITY (BANK GUARANTEE)**

*[Insert Guarantor letterhead or SWIFT identifier code]*

**Beneficiary:** *[Insert name and Address of the Employer]*

**Date:** *[Insert date of issue]*

**BANK GUARANTEE No.:** *[Insert guarantee reference number]*

**Guarantor:** *[Insert name and address of place of issue, unless indicated in the letterhead]*

We have been informed that *[insert name of the Bidder]* (hereinafter called "the Applicant") has submitted or will submit to the Beneficiary its Bid (hereinafter called "the Bid") for the execution of "*[Insert Tender Details]*".

Furthermore, we understand that, according to the Beneficiary's conditions, Bids must be supported by a bid guarantee.

At the request of the Applicant, we, as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of *[insert amount in words]* (*[insert amount in figures]*) upon receipt by us of the Beneficiary's complying demand, supported by the Beneficiary's statement, whether in the demand itself or a separate signed document accompanying or identifying the demand, stating that either the Applicant:

- a) has withdrawn its Bid during the period of bid validity set forth in the Applicant's Letter of Bid ("the Bid Validity Period"), or any extension thereto provided by the Applicant; or
- b) having been notified of the acceptance of its Bid by the Beneficiary during the Bid Validity Period or any extension thereto provided by the Applicant, (i) has failed to execute the contract agreement, or (ii) has failed to furnish the Performance Security, in accordance with the Instructions to Bidders of the Beneficiary's bidding documents.

This guarantee will expire and shall be returned: (a) if the Applicant is the successful Bidder, upon our receipt of copies of the contract agreement signed by the Applicant and the Performance Security issued to the Beneficiary in relation to such contract agreement; or (b) if the Applicant is not the successful Bidder, upon the earlier of (i) our receipt of a copy of the Beneficiary's notification to the Applicant of the results of the bidding process; or (ii) twenty-eight days after the end of the Bid Validity Period.

Consequently, any demand for payment under this guarantee must be received by us at the office indicated above on or before that date.

Notwithstanding anything contained herein:

*Signature of Tenderer*

*Signature of NHSRCL Authority*

*SURVEY, IDENTIFICATION OF OVERHEAD, OVER  
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- a) Our liability under this Bank Guarantee shall not exceed Rs \_\_\_\_\_  
(Rupees \_\_\_\_\_ only)
- b) This Bank Guarantee shall be valid up to \_\_\_\_\_
- c) We are liable to pay the guaranteed amount or any part thereof under the Bank Guarantee only and only if you serve upon us a written claim or demand on or before \_\_\_\_\_ (date which is 3 months after date mentioned at (b) above).

This guarantee is subject to the Uniform Rules for Demand Guarantees (URDG) 2010 Revision, ICC Publication No. 758.

\_\_\_\_\_  
*[Signature (s)]*

*[Note: All italicized text is for use in preparing this form and shall be deleted from the final product.]*

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**FORM 10**

**FORM – JV or CONSORTIUM AGREEMENT**

The Partners of the Joint Venture / Consortium shall provide JV/Consortium Agreement for JV/Consortium Participation which includes at least the following

M/s\_\_\_\_\_ {Insert Name of Lead Partner} \_\_\_\_\_ having its registered office at \_\_\_\_\_ (hereinafter referred to as) is the Lead Partner of the JV or Consortium and acting as the Authorized Representative of the JV/Consortium on first part; and

M/s\_\_\_\_\_ {Insert Name of Partner} \_\_\_\_\_ having its registered office at \_\_\_\_\_ (hereinafter referred to as '\_\_\_\_\_') in the capacity of a Joint Partner of the JV/Consortium on the other part.

M/s\_\_\_\_\_ {Insert Name of Partner} \_\_\_\_\_ having its registered office at \_\_\_\_\_ (hereinafter referred to as '\_\_\_\_\_') in the capacity of a Joint Partner of the JV/Consortium on the other part.

The expressions of \_\_\_\_\_ and \_\_\_\_\_ and \_\_\_\_\_ shall wherever the context admits, mean and include their respective legal representatives, successor interest and assigns and shall collectively be referred to as “the Parties” and individually as “the Party”

WHEREAS:

National High Speed Rail Corporation Limited, which is owned by the Government of India, [hereinafter referred to as “Employer”] has invited bids for Works of “[Name of Work]).

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

- (1) The following documents shall be deemed to form and be read and construed as an integral part of this JV or Consortium Agreement.
  - (i) Invitation for bid;
  - (ii) Bidding Documents issued by the Employer

Signature of Tenderer

Signature of NHSRCL Authority

- (iii) Any Addenda to the Bidding Documents issued by the Employer
- (iv) The Bid submitted on our behalf jointly by the Authorised Representative from the Lead Partner.
- (2) The 'Parties' have studied the Bid Documents and have agreed to participate in submitting a 'Bid' jointly.
- (3) Mr./Ms. \_\_\_\_\_, authorised representative of the Lead Partner and an employee of the Lead Partner whose details are provided as under, shall be the Authorized Representative of the JV or Consortium for all intents and purpose. He / She shall have the authority to conduct all business for and on behalf of any and all the Partners of JV/Consortium during the bidding process and in the event the JV or Consortium is awarded the Contract, during Contract execution. Thus in the event of the award of Contract, the Authorised Representative will be the Contractor's Representative as per clause 4.3 of General Conditions of Contract.

Name, ID	Designation,	Address,	Tel/Fax no	E Mail
-------------	--------------	----------	------------	--------

- (3.1) In the event of the above Authorised Representative being replaced by or dissociating with/leaving the Lead Partner, the Lead Partner shall immediately appoint another of its employee as its Authorised Representative (with the consent of other JV/Consortium Partners (as given in form attached). During any such period when the Lead Partner is not able to have an Authorised Representative, the MD/Chairman of the lead partner will be considered to be the Authorised Representative for the purpose of this Bid and subsequent the Contract (if awarded).
- (4) We undertake that
  - (a) the Lead Partner of our JV/Consortium------(Name of the Lead Partner) shall have the maximum financial stake amongst the other partners of the JV/Consortium.
  - (b) that the nationality of at least one partner is India and the nationality of other partners are [ Name of Country].
  - (c) The distribution of responsibilities in execution of the Works and the percentage participation amongst various Partners of the JV/Consortium for the subject work shall be as under:

Sl. No.	Name of the Member	Role (Lead Member/ Member)	Distribution of Responsibilities in execution of the Works	% Participation

Signature of Tenderer

Signature of NHSRCL Authority

(5) JOINT AND SEVERAL RESPONSIBILITY

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

In case a Party fails or delays to perform its obligations either partially or fully, it shall be responsible for all the outcomes concerned, and upon such conditions the other Parties shall be obliged to take measures to perform well and fulfil satisfactorily all the obligations under the Contract with the Employer.

(6) ASSIGNMENT AND THIRD PARTIES

The Parties shall co-operate throughout the entire period of this JV/Consortium Agreement on the basis of exclusivity and neither of the Parties shall make any arrangement or enter into any agreement either directly or indirectly with any other party or group of parties on matters relating to the Works except with prior written consent of the other Party or Parties.

(7) EXECUTIVE AUTHORITY

The said JV or Consortium through its Authorized Representative (as specified above) shall receive instructions, payments from the Employer. The management structure for the Works shall be prepared by mutual consultations to enable completion of the Works to quality requirements within permitted cost and time.

(8) GUARANTEES

Till the award of the Contract, all the Bank Guarantees to the Employer shall be furnished in the name of JV or Consortium or in the name of all future members as named in the letter of intent referred to BDS 4.1 & 20.2 which shall be legally binding on all the Partners of the JV or Consortium.

(9) DOCUMENTS & CONFIDENTIALITY

Each Party shall maintain confidentiality and not use for any purpose other than those related to the Project all commercial and technical information received or generated in the course of preparation and submission of the Bid.

(10) ARBITRATION

Any dispute, controversy or claim arising out of or relating to this agreement shall be settled in the first instance amicably between Parties. If an amicable settlement cannot be reached as above, it will be settled by..... [Bidder to specify]

(11) VALIDITY

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



- 
- (a) The bid submitted by the JV/Consortium is declared unsuccessful;
  - (b) Cancellation/ shelving of the Project by the Employer for any reasons prior to award of the Contract;
  - (c) Execution of detailed JV/Consortium agreement by the Parties, setting out detailed terms after award of the Contract by the Employer, substantially covering the requirements as mentioned in the Bidding Documents; or,
  - (d) Successful execution of the Contract and settlement of all/any disputes between the Employer and the Contractor.
  - (e) By act of God or any other beyond the reasonable control of the Employer.

(12) This JV/Consortium Agreement shall be construed under the laws of Republic of India.

(13) NOTICES

The names, addresses and fax numbers of authorized representative of the other Partners of the JV/Consortium to which notices may be given in writing by fax confirmed by registered mail or commercial courier shall be as under:

- (a) \_\_\_\_[Name], \_\_\_\_[Designation] \_\_\_\_[Address] \_\_\_\_ [Ph. No., Fax No., E-mail ID]
- (b) \_\_\_\_[Name], \_\_\_\_[Designation] \_\_\_\_[Address] \_\_\_\_ [Ph. No., Fax No., E-mail ID]
- (c) \_\_\_\_[Name], \_\_\_\_[Designation] \_\_\_\_[Address] \_\_\_\_ [Ph. No., Fax No., E-mail ID]

**Notes:**

*This Agreement shall be executed according to the applicable laws and in English in the Republic of India, the descriptions shown below shall be taken into account:*

- (14) *In case of existing JV or Consortium, the certified copy of JV or Consortium Agreement shall be furnished.*
- (15) *The mode of execution should be in accordance with the procedure, if any, laid down by the applicable law in the Republic of India and the charter documents of the executants(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.*
- (16) *Whenever required, the Bidder should submit for verification the extract of the charter documents and the shareholder resolution in favour of the person executing this document on behalf of the bidder.*
- (17) *For a required document executed and issued overseas, the document will also have to be legalised by Embassy of India in the Bidder's country and notarized in the jurisdiction where it is being issued. However, documents provided by Bidders from countries that have signed The Hague Legislation Convention 1961 are not required to be legalized by the Embassy of India, if they carry a conforming Apostille certificate.*

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- (18) *In case of Consortium, the Bank Guarantee can be in the name of lead partner or in the respective shares of each consortium member.*

**FORM 11**

**POWER OF ATTORNEY FOR AUTHORISED REPRESENTATIVE OF JV or  
CONSORTIUM MEMBERS**

*(To be submitted in Original)*

We \_\_\_\_\_ do hereby constitute, appoint and authorize Mr/Ms \_\_\_\_\_ who is presently employed with us and holding the position of \_\_\_\_\_ as our Representative, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our bid for Works of *[Insert Tender details]*, including signing and submission of all documents and providing information/responses to National High Speed Rail Corporation Limited, representing us in all matters, dealing with National High Speed Rail Corporation Limited in all matters in connection with our bid for the said Works.

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

Dated this the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_.

(Signature of Authorized Signatory)

\_\_\_\_\_

(Signature and Name in Block letters of Signatory)

Seal of Company

Witness

Witness 1:	Witness 2:
Name:	Name:
Address:	Address:
Occupation:	Occupation:

**Notes:**

Signature of Tenderer

Signature of NHSRCL Authority

SURVEY, IDENTIFICATION OF OVERHEAD, OVER  
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IDENTIFICATION OF POWER SOURCING OPTIONS FOR  
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*This Power of Attorney shall be executed according to the applicable laws and in English in the Bidder's country, the descriptions shown below shall be taken into account:*

- (1) In case of existing joint venture, the certified copy of (JV or Consortium) Agreement shall be furnished.*
- (2) The mode of execution should be in accordance with the procedure, if any, laid down by the applicable law in the bidder's country and the charter documents of the executants(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.*
- (3) Whenever required, the Bidder should submit for verification the extract of the charter documents and the shareholder resolution in favour of the person executing this document on behalf of the bidder.*
- (4) For a required document executed and issued overseas, the document will also have to be legalised by the Embassy of India in the Bidder's country and notarized in the jurisdiction where it is being issued. However, documents provided by Bidders from countries that have signed The Hague Legislation Convention 1961 are not required to be legalized by the Indian Embassy, if they carry a conforming Apostille certificate.*

*Lead Partner should have at least 40% stake in the JV/Consortium.*

FORM-12

## Power of Attorney to Authorized Representative of JV/Consortium

(To be submitted in Original)

### Appointment of Authorised Representative of the JV/Consortium

Whereas, the Managing Director of National High Speed Rail Corporation Limited, which is

owned by the Government of India, has invited Bids for the Works of “Final Alignment design including Aerial LiDAR survey and other related works for six high speed rail corridors” [NHSRCL/CO/CONTRACT/LIDAR/2020/03], and

Whereas, the members of the JV/Consortium comprising of M/s. \_\_\_\_\_

(Lead

Member) \_\_\_\_\_, M/s. \_\_\_\_\_,

M/s \_\_\_\_\_, .... and

M/s \_\_\_\_\_

are interested in submission of bid for this Works of in accordance with the terms and conditions contained in the Bid documents.

Whereas, it is necessary for the members of the JV/Consortium to designate representative of

the lead member as the authorized representative, with all necessary power and authority to do,

for and on behalf of the JV/Consortium, all acts, deeds and things as may be necessary in connection with the JV/Consortium's Bid for the Works.

NOW THIS POWER OF ATTORNEY WITNESSETH THAT:

We, M/s. \_\_\_\_\_ (Lead Member) \_\_\_\_\_, M/s.

\_\_\_\_\_, M/s \_\_\_\_\_, .... and M/s-----

--

hereby designate Mr/Ms. \_\_\_\_\_, being the representative of the Lead

Member of the JV/Consortium, as the Authorized Representative of the JV/Consortium, to do

on behalf of the JV/Consortium, all or any of the acts, deeds or things necessary or incidental

to the JV/Consortium's bid for the contract, including submission of the bid, participating in

conferences, responding to queries, submission of information/documents and generally to represent the JV/Consortium in all its dealings with National High Speed Rail Corporation Limited in connection with the contract for the said work until culmination of the process of

bidding till the Contract Agreement is entered into with National High Speed Rail Corporation

Signature of Tenderer

Signature of NHSRCL Authority

Limited and thereafter till the expiry of the Contract Agreement.

In the event of the above Authorised Representative being replaced by or dissociating with/leaving the Lead Member, the Lead Member shall immediately appoint another of its employee as its Authorised Representative duly with the consent of other JV/Consortium members. During all such period when the lead member is not able to have an Authorised Representative, the MD/Chairman of the Lead Member will be considered to be the Authorised

Representative for the purpose of this bid and subsequent contract (if applicable).

We hereby agree to ratify all acts, deeds and things lawfully done by authorized representative,

our said attorney, pursuant to this power of attorney and that all acts deeds and things done by

our aforesaid attorney shall and shall always be deemed to have been done by us (JV/Consortium).

Dated this the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_.

(Signature)

(Name in Block letters of Executants/)

Seal of Company

Witness 1: Witness 2:

Name: Name:

Address: Address:

Occupation: Occupation:

*1 To be executed by all the members of the JV/Consortium except the Lead Member of the JV/Consortium.*

**Notes:**

This Power of Attorney shall be executed according to the applicable laws and in English in

the Bidder's country, taking into account the notes stated below:

(1) In the case of an existing JV/Consortium, a certified copy of JV/Consortium Agreement shall be furnished.

(2) The mode of execution should be in accordance with the procedure, if any, laid down by

the applicable law in the bidder's country and the charter documents of the executants(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.

(3) Whenever required, the Bidder should submit for verification the extract of the charter documents and the shareholder resolution in favour of the person executing this document on behalf of the bidder.

(4) For a required document executed and issued overseas, the document will also have to be

legalised by the Indian Embassy in the Bidder's country and notarized in the jurisdiction

Signature of Tenderer

Signature of NHSRCL Authority

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where it is being issued. However, documents provided by Bidders from countries that have signed The Hague Legislation Convention 1961 are not required to be legalized by the Indian Embassy, if they carry a conforming Apostille certificate.

**SECTION- VII**  
**SPECIAL CONDITIONS OF CONTRACT**

*Signature of Tenderer*

*Signature of NHSRCL Authority*

## SPECIAL CONDITIONS OF CONTRACT

### 1. GENERAL PROVISIONS:

#### 1.1 Definitions

The conditions of the Contract shall be General Conditions of Contract (herein after called as the General Conditions) as modified and added to by the following Special Conditions of Contract which shall be read and construed with the General Conditions as if they were incorporated therewith.

Insofar as any of the conditions of Special Conditions of Contract conflict or be inconsistent with any of the General Conditions, the special conditions shall prevail.

- 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 Bid, 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/Employer”** means the National High Speed Rail Corporation Limited (NHSRCL) which expression shall also include its legal successors and permitted assigns.
- e. **“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.
- f. **“Agency/ Contractor”** means the person or group named in the Contract who has to perform the Services as per the Tender Terms and Conditions and which expression shall include his/their legal successors and permitted assigns.
- g. **“Foreign Currency”** means any currency other than the currency of Government of India.
- h. **“GCC”** mean the General Conditions of Contract.

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- i. **“Government”** means the Government of India.
- j. **“Letter of Acceptance”** means the formal acceptance letter from the Client/Employer of the Bid.
- k. **“Local currency”** means the currency of Government of India.
- l. **“Party”** means the Client/Employer or the Agency as the case may be and **“Parties”** means all of these entities.
- m. **“Project”** means the project named in Appendix to Tender.
- n. i. **“Day”** means a calendar day.
  - i. **“Month”** means a calendar month
  - ii. **“Year”** means 365 days

## **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 Agencies. The Agencies, subject to this Contract, have complete charge of his Personnel, 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**

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In case of any conflict, discrepancy, inconsistencies, ambiguities between the various documents in the contract, the following order of priority shall be followed. However, the interpretation of Employer shall be final in this regard.

- i) Contract Agreement;
- ii) the Letter of Acceptance;
- iii) the Record of Meeting on Contract Negotiation, if any;
- iv) the Addenda and Corrigenda;
- v) Financial Bid;
- vi) Appendix to Tender,
- vii) Terms of Reference;
- viii) Special Conditions of Contract;
- ix) General Conditions of Contract;
- x) Any other documents forming part of the Contract

#### 1.4.4 **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.

#### 1.5 **Taxes and Duties**

Unless otherwise specified, the Agency 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 Agencies 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. **SCOPE OF WORK**

Agency/Contractor shall be responsible to carry out the work as per the "Terms of Reference" (TOR) mentioned in the tender. Any other activity not specifically mentioned in this specification but required for successful completion of the scope of work shall be deemed included in the scope of Agency/Contractor, without any cost implication to the employer.

The Agency/Contractor may visit the site to acquaint themselves with actual site conditions/terrain etc.

### 3. **PRICE BASIS**

The price shall be quoted on "Firm Price Basis" as per Price Bid/BOQ. Any changes, modification shall not be accepted.

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**4. COMMENCEMENT OF CONTRACT**

The Agency shall commence the work from signing of contract agreement.

**5. COMPLETION PERIOD**

The Period of Completion shall be as specified in Tender Document from the Commencement date.

**6. DELIVERABLES**

Agency/Contractor shall achieve all the activities mentioned as per Clause 14 of TOR for successful completion of the work.

**7. MOBILISATION ADVANCE**

No provision of mobilisation advance is kept in this tender.

**8. PAYMENT TERMS**

Agency/Contractor shall adhere to the "Time Schedule" as per Clause 14 of TOR for the release of payment. Payment terms shall be governed as per Clause 15 of TOR and upon acceptance of deliverables by employer as per Clause 15.10 of TOR.

The BOQ quantities are approximate in nature and may increase/decrease depending upon site conditions & other factors. Payment as per accepted rates only will be made for the following on acceptance of requisite deliverables by the employer:

- i. Actual numbers of utilities identified and submitted in the desired format & subsequent acceptance by the employer.
- ii. Actual numbers of identified power sourcing options for TSS & DSS, subsequent acceptance by the employer.

**9. PERFORMANCE SECURITY/ PERFORMANCE GUARANTEE (P.G.) & SECURITY DEPOSIT/ RETENTION MONEY**

- 7.1 The successful bidder shall submit a Performance Guarantee (P.G.) in the form of irrevocable bank guarantee on the Performa annexed as (CON-2) from any Scheduled Bank for an amount of 5% (Five percent) of the contract value. Performance Guarantee (P.G.) shall be submitted by the successful bidder after the letter of acceptance has been issued, but before signing of the agreement. The agreement should normally be signed within 15 days after the issue of LOA and the P.G. shall also be submitted within this time limit. This guarantee shall be initially valid upto the stipulated date of completion plus 60 days beyond that. In case, the time for completion of work gets extended the contractor shall get the validity of P.G. extended to cover such extended time for completion of work plus 60 days.

The Performance Security shall be in the form of Demand Draft / Bank Guarantee of any Scheduled Bank in India (except Co-operative Bank) in favour of National

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High Speed Rail Corporation Limited payable at New Delhi. It is mandatory for bidders to provide their bankers details (name of bank and branch) along with their own bank details (account no., name of account holder, NEFT / RTGS details).

No payment under the contract shall be made to the Contractor before receipt of performance security.

Failure of the successful tenderer to furnish the required performance security shall be a ground for the annulment of the award of the Contract and forfeiture of the Earnest Money Deposit.

## **7.2 Release of Performance Security**

Performance Security shall be returned to the Contractor, subject to issue of Completion Certificate by the Employer. This shall not relieve the Contractor from his obligations and liabilities, to make good any failures, defects, imperfections, shrinkages, or faults that may be detected in the Contract.

Wherever, the contract is rescinded, the security deposit shall be forfeited and the Performance Security shall be encashed and the balance work shall be get done independently with risk and cost of the failed contractor. The failed contractor shall be debarred from participating in the tender for executing the balance work.

## **7.3 Security Deposit/ Retention Money**

Retention money for all contracts shall be recovered from on account/ final bills of the Contractor @ 10% of gross value of each bill after adjusting Earnest Money Deposit (EMD) amount till the amount so recovered including EMD amount adds upto 5% of the contract value of the work.

No interest will be payable upon the Earnest Money Deposit and Security Deposit or amounts payable to the Agency under the Contract.

## **10. ROLE OF ENGINEER**

There is no role of Engineer under the work. Employer will be the sole authority to govern the work.

## **11. CONTRACT AGREEMENT**

The Contractor shall enter into and execute the Contract Agreement in the form of agreement (CON-I) within 15 days after the date of issue of Letter of Acceptance. The stamp papers of the requisite value as per the prevailing laws shall be provided by the Contractor at his own cost. Original agreement shall be retained by the Employer and a certified copy shall be made available to the Contractor.

## **12. DELAY AND EXTENSION OF CONTRACT PERIOD**

- 1.1 The time allowed for execution and completion of the works or part of the works as specified in the contract, shall be essence of the contract on the part of the contractor.
- 1.2 As soon as it becomes apparent to the Contractor, that the work and / or portions thereof (required to be completed earlier), cannot be completed within the

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period(s) stipulated in the contract, or the extended periods granted, he shall forthwith inform the employer and advise him of the reasons for the delay, as also the extra time required to complete the works and / or portions of work, together with justification therefor. In all such cases, whether the delay is attributable to the Contractor or not, the Contractor shall be bound to apply for extension well within the period of completion/extended period of completion of the whole works and / or portions thereof.

### **1.3 Extension due to modifications**

In the event of any failure or delay by the Employer in fulfilling his obligations under the contract, then such failure or delay, shall in no way affect or vitiate the contract or alter the character thereof; or entitle the Contractor to damages or compensation thereof but in any such case, the Employer shall grant such extension or extensions of time to complete the work, as in his opinion is / are reasonable.

### **1.4 Delays due to Contractor and Liquidated Damages:**

If the delay in the completion of the whole works or a part of the works, beyond stipulated completion period, is due to the Contractor's failure or fault, and the Employer feels that the remaining works or the portion of works can be completed by the Contractor in a reasonable and acceptable short time, then, the Employer may allow the Contractor extension or further extension of time, for completion, as he may decide, subject to the following:

- a) Without prejudice to any other right or remedy available to the Employer, recover by way of liquidated damages and not as penalty, a sum equivalent to quarter of one percent (0.25%) of the contract value of the works, for each week or part of a week the Contractor is in default.
- b) If the delay relates only to a portion of the works with a separate and earlier completion period, the contract value shall be restricted to the cost of that portion of the works only.
- c) The recovery on account of compensation for delay shall be limited to 5% of the contract value of the works, or the portion of the works, as the case may be.

The recovery of such damages shall not relieve the Contractor from his obligation to complete the work or from any other obligation and liability under the contract.

### **1.5 Employer's decision on compensation payable being final**

The decision of the Employer as to the compensation, if any, payable by the Contractor under this clause shall be final and binding.

### **1.6 Time to continue to be treated as the essence of contract in spite of extension of time.**

It is an agreed term of the contract that notwithstanding grant of extension of time under any of the sub-clauses mentioned herein, time shall continue to be treated as the essence of contract on the part of the Contractor.

## **13. VARIATION IN QUANTITY OF ITEMS COVERED BY THE BILL OF QUANTITIES**

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The quantities of items shown in the Bill of Quantities (BOQ) are approximate, and liable to vary during the actual execution of the work. The BOQ quantities are approximate in nature and may increase/decrease depending upon site conditions & other factors. The Contractor shall be bound to carry out and complete the stipulated work, irrespective of the variations in individual items, specified in the Bill of Quantities. NHSRCL reserves the right to increase/decrease/delete any item of work as per site requirement.

The limit of variation shall be 25% and would apply to the value of BOQ as a whole.

#### **14. AGENCY'S PERSONNEL**

##### **13.1 General**

The Agency shall employ and provide such qualified and experienced Personnel as are required to carry out the Services.

#### **15. Settlement of Disputes**

##### **14.1 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.

##### **14.2 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.

###### **14.2.1 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.

###### **14.2.2 Nomination of Sole Arbitrator**

Matters to be arbitrated upon shall be referred to a sole Arbitrator. The Agency shall have to choose the sole Arbitrator from the panel of three arbitrators. 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 to the evidence nor did arguments put before the Employer 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

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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 Arbitrator so nominated shall be professional Expert.

This is also a condition of contract that in case above procedure for nomination of arbitrator 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.

**14.2.3 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 Agency 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 Agency shall continue to be made in terms of the Contract.

**14.2.4 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.

**14.2.5 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.

**14.2.6 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.

**14.2.7 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.

**14.2.8 Fee to Arbitrator**

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

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**SECTION-VIII**  
**GENERAL CONDITIONS OF CONTRACT**

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**GENERAL CONDITIONS OF CONTRACT**

The General Conditions governing this Contract shall be General Conditions of Contract approved by National High Speed Rail Corporation Limited for the subject work. This publication is exclusive for the use of NHSRCL's Bidders and consequently, no part of this publication may be reproduced, translated, adapted, stored in a retrieval system or communicated, in any form or by any means, whether mechanical, electronic, magnetic, photocopying, recording or otherwise, without prior permission in writing from NHSRCL, except by the parties above and only for the exclusive purpose of preparing this Contract.

A copy of these General Conditions is attached to these Bidding Documents.

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**SECTION- IX**  
**CONTRACT FORMS**

**CON 1**

**FORM OF AGREEMENT**

*(To be executed on requisite value of stamp Papers)*

**AGREEMENT**

THIS AGREEMENT made on \_\_\_\_\_ day of \_\_\_\_\_ (Month/year) between **National High Speed Rail Corporation Limited**, (hereinafter called "the Employer") of the one part and \_\_\_\_\_ (name and address of the Agency) (hereinafter called "the Agency") of the other part.

WHEREAS the Employer is desirous that work of "....." should be executed by the Agency Viz. **Contract No.** \_\_\_\_\_ (hereinafter called "the Works", and has accepted a bid by the Agency for the execution and completion of such Works and the remedying of any defects therein.

**NOW THIS AGREEMENT WITNESSETH as follows:**

1. In this Agreement, words and expressions shall have the same meaning as are respectively assigned to them in the Conditions of Contract hereinafter referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement:
  - a. Contract Agreement;
  - b. the Letter of Acceptance;
  - c. the Record of Meeting on Contract Negotiation, if any;
  - d. the Addenda and Corrigenda;
  - e. Financial Bid;
  - f. Appendix to Tender;
  - g. Terms of Reference;
  - h. Special Conditions of Contract;
  - i. General Conditions of Contract;

*Signature of Tenderer*

*Signature of NHSRCL Authority*

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

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

(Name, Designation and address of  
the authorized signatory)

(Name, Designation and address of the  
authorized signatory)

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

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

Witness:

Witness:

1.

1.

2.

2.

Name and address of the witnesses to be indicated.

*Signature of Tenderer*

*Signature of NHSRCL Authority*

CON 2

**PERFORMANCE SECURITY  
(Demand Guarantee)**

*[This form is to be used if the BG is to be submitted as individual entity or as a joint venture/  
consortium in case of a venture/ consortium]*

*[Insert Guarantor letterhead or SWIFT identifier code]*

**Beneficiary:** *[Insert name and Address of the Employer]*

**Date:** *[Insert date of issue]*

**PERFORMANCE GUARANTEE No.:** *[Insert guarantee reference number]*

**Guarantor:** *[Insert name and address of place of issue, unless indicated in the letterhead]*

We have been informed that *[insert name of Agency, which in the case of a joint  
venture/consortium shall be the name of the joint venture/consortium]* (hereinafter called "the  
Applicant") has entered into Contract No. *[insert reference number of the contract]* dated *[insert date]*  
with the Beneficiary, for the execution of *[insert name of the contract and brief description of the  
Works]* (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, a performance  
guarantee is required.

At the request of the Applicant, we as Guarantor, hereby irrevocably undertake to pay the Beneficiary  
any sum or sums not exceeding in total an amount of *[insert amount in figures]**[insert amount in  
words]*, 1 such sum being payable in the types and proportions of currencies in which the Contract  
Price is payable, upon receipt by us of the Beneficiary's complying demand supported by the  
Beneficiary's statement, whether in the demand itself or in a separate signed document  
accompanying or identifying the demand, stating that the Applicant is in breach of its obligation(s)  
under the Contract, without the Beneficiary needing to prove or to show grounds for its demand or  
the sum specified therein.

This guarantee shall expire, no later than the *[insert the day]* day of *[insert month]*, *[insert year]*<sup>2</sup>,  
and any demand for payment under it must be received by us at this office indicated above on or  
before that date.

Notwithstanding anything contained herein:

- a) Our liability under this Guarantee shall not exceed *[insert amount in figures]* (*[insert  
amount in words]*),
- b) This Guarantee shall be valid up to *[insert the day]* day of *[insert month]*, *[insert year]*,
- c) We are liable to pay the guaranteed amount or any part thereof under the Guarantee only  
and only if you serve upon us a written claim or demand on or before \_\_\_\_\_ (date which is  
3 months after date mentioned at (b) above).

The Guarantor agrees to a one-time extension of this guarantee for a period not to exceed one year,  
in response to the Beneficiary's written request for such extension, such request to be presented to  
the Guarantor before the expiry of the guarantee.

This guarantee is subject to the Uniform Rules for Demand Guarantees (URDG) 2010 Revision,  
ICC Publication No. 758, except that the supporting statement under Article 15(a) is hereby  
excluded.

Date -----

Place ----- *[Signature of Authorised person of Bank]*

*[Name in Block letters]* -----

*[Designation]* -----

*[P/Attorney]* No. -----

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*[Note: All italicized text (including footnotes) is for use in preparing this form and shall be deleted from the final product.]*

*1 The Guarantor shall insert an amount representing the percentage of the Accepted Contract Amount specified in the Letter of Acceptance, less provisional sums, if any, and denominated either in the currency(cies) of the Contract or a freely convertible currency acceptable to the Beneficiary.*

*2 Insert the date sixty days after the expected completion date.*

*Signature of Tenderer*

*Signature of NHSRCL Authority*

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**SECTION X**  
**BILL OF QUANTITY**

## **INSTRUCTIONS TO THE BIDDERS FOR FILLING UP RATES**

- 1) All prices should be in Indian Rupee.
- 2) In case of discrepancy between unit price and total, the unit price shall prevail. In case of discrepancy between sub totals and the total, the subtotal shall prevail.
- 3) The bidder must quote total price as per enclosed BOQ.
- 4) Prices for each item shall be furnished in the proper format only as per the summary of the cost details given at next page and no sub-heading's shall be allowed. Any correction, overwriting etc. should be countersigned.
- 5) The Bidder should quote for all the items mentioned in the BOQ. The Tender/Bids not quoting for all the items are liable to be rejected.
- 6) Abnormally High or Abnormally low rates shall be summarily rejected.



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**BILL OF QUANTITIES (BOQ)**

**(To be submitted in a separate sealed Envelop alongwith clearly marked in bold "FINANCIAL BID")**

**SURVEY, IDENTIFICATION OF OVERHEAD, OVER GROUND, UNDERGROUND UTILITIES AND IDENTIFICATION OF POWER SOURCING OPTIONS FOR SUBSTATIONS ALONG THE PROPOSED DELHI-VARANASI HIGH SPEED CORRIDOR (DVHSR)**

Item No.	Item Descriptions	Unit	Quantity (A)	Rate (Rs.) (B)		Amount (Rs.) (C)	
				In Figures	In Words	In Figures	In Words
A-1	Survey, identification of overhead, over ground, underground utilities along the proposed Delhi-Varanasi High Speed Corridor (DVHSR)	No.	9515				
A-2	Identification of Power Sourcing options for substations along the proposed Delhi-Varanasi High Speed Corridor (DVHSR)	No.	35				
	Total Quoted Amount in Words (-----)						

**Note:**

1. The bidder shall quote rates as per the above schedule.
2. Above quantities are approximate in nature and may increase/decrease depending upon actual site conditions.
3. The rates shall be inclusive of all insurance, all taxes, duties, any other cost etc. (as applicable) except GST.

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4. GST shall be reimbursed on production of necessary documents/vouchers in support of payment. Agency will be free to avail Input Tax Credit (ITC) under provisions of GST Act.
5. Payment as per accepted rates only will be made for the following on acceptance of requisite deliverables by the employer:
  - a) for actual numbers of utilities identified;
  - b) for actual numbers of identified power sourcing options for TSS & DSS.

Signature of Agency

\_\_\_\_\_

Name of Authorized person

\_\_\_\_\_

Date & Seal of Company

\_\_\_\_\_