

NATIONAL HIGH SPEED RAIL CORPORATION LIMITED

“Dismantling disposal work and of various buildings, structures & sheds falling in Vadodara area under C5 package on as is where is basis for Mumbai - Ahmedabad High Speed Rail Project.”

CONTRACT PACKAGE NO: NHSRCL/BRC/2021/22

TENDER DOCUMENTS
(Single Stage Two Packet Bid)

VOLUME 1

- NOTICE INVITING TENDER (NIT)**
- INSTRUCTIONS TO TENDERER (ITT)**
- FORM OF TENDER (FOT)**

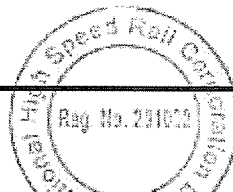
NATIONAL HIGH SPEED RAIL CORPORATION LTD.
3rd Floor, Productivity House, Productivity Road,
Alkapuri, Vadodara – 390007.

Notice Inviting Tender



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NOTICE INVITING TENDER (NIT)

(e-Tender)

1.1 GENERAL

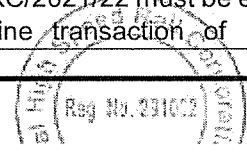
1.1.1 Name of Work:

National High Speed Rail Corporation Ltd. (NHSRCL) invites online open e-tenders from eligible applicants, who fulfil qualification criteria as stipulated in Clause 1.1.3 of NIT, for the work of "Dismantling disposal work and of various buildings, structures & sheds falling in Vadodara area under C5 package on as is where is basis for Mumbai - Ahmedabad High Speed Rail Project."

The brief scope of the work is provided in Clause A1 of ITT (Volume-1) and Employer's Requirement-Functional (Volume-3).

1.1.2 Key details:

Tender Security	<p>NIL</p> <p>In lieu of tender security/Earnest Money Deposit, the Bidder shall upload the scanned copy of the Bid security declaration duly signed and stamped. Bid security Declaration format is provided at annexure 6B (As per Clause C18.1)</p> <p>For further details, clause C18 of ITT may be referred. Note: The Bid Security Declaration should be in the name of Bidder. In case of a joint venture/consortium, the Bid security Declaration must be submitted by all JV/Consortium members separately.</p>
Completion period of the Work	90 days
Tender documents on sale	<p>From 11.12.2021 (from 1300 hrs) to 25.12.2021 (upto 1500 hrs) on e-tendering website https://etenders.gov.in/e procure/app.</p> <p>Tender document can only be obtained online after registration of tenderer on the website https://etenders.gov.in/etenders/app. For further information in this regard bidders are advised to contact on mobile no: +0265-2600000 Ext:718.</p>
Cost of Tender documents	<p>INR 5900/- (inclusive of 18% GST) Non- Refundable</p> <p>(Payment of tender document cost/tender fee is to be made only by RTGS/NEFT/IMPS. No other mode of payment will be accepted. The details of bank account of NHSRCL are mentioned below. The bidders are required to upload scanned copies of transaction of payment of tender document cost/tender fee including e-receipt (clearly indicating UTR No. and tender reference i.e. NHSRCL/BRC/2021/22 must be entered in remarks at the time of online transaction of payment, failing which</p>



	payment may not be considered) at the time of online bid submission. (Copy of GST registration no. to be provided along with Tender document cost/ tender fee)
Last date of Seeking Clarifications	15.12.2021 upto 1700 hrs. Queries/clarifications from bidders after due date and time shall not be acknowledged.
Pre-bid Meeting	15.12.2021 at 1100 hrs.
Last date of issuing addendum	17.12.2021
Date & time of Submission of Tender online	Tender submission start date: 18.12.2021 @ 09:00 Hrs. Tender submission end date: 25.12.2021 @ 15:00 Hrs.
Date & time of Opening of Tender online	27.12.2021 at 15:30 Hrs.
<ul style="list-style-type: none"> Authority for seeking clarifications Place of pre-bid meeting 	<p>Chief Project Manager 3rd Floor, Productivity House, Productivity Road, Alkapuri, Vadodara – 390007 Email id: - cpm.brc@nhsrcl.in</p> <p>The meeting will be conducting online video conferencing, the link for the meeting will be issued on the request of the prospective bidder. The request for the meeting link shall be sent to the E'mail I'd: mgrcontract1.brc@nhsrcl.in</p>

To facilitate payment of Tender Fee and Tender Security through RTGS, NEFT & IMPS, the details of bank account of NHSRCL is mentioned below:

Name of Bank	Bank's Address	Account Name & No.	Account Type	IFSC Code
HDFC Bank Limited	209-214, Kailash Building, 26, Kasturba Gandhi Marg, New Delhi-110001	57500000079852	Current	HDFC0000003

1.1.3 QUALIFICATION CRITERIA:

1.1.3.1 Eligible Applicants:

- i. The tenders for this contract will be considered only from those tenderers (proprietorship firms, partnerships firms, companies, corporations, consortia or joint ventures) who meet requisite eligibility criteria prescribed in the sub-clauses of Clause 1.1.3 of NIT. In the case of a JV or Consortium, all members of the Group shall be jointly and severally liable for the performance of whole contract.
- ii. (a) The eligible nationality of the tenderer(s) shall be (i) India in the case of the Tenderer and (ii) All countries and areas in the case of the sub-contractor(s). A non-Indian firm is permitted to tender only in a joint venture or consortium arrangement with any other Indian firm having minimum participation interest of 26% or their wholly owned Indian subsidiary registered in India under Companies Act-1956 with minimum 26% participation.
 (b) A tenderer shall submit only one bid in the same tendering process, either individually as a tenderer or as a partner of a JV/Consortium. A tenderer who submits or participates in, more than one bid will cause all of the proposals in which the tenderer has participated to be disqualified. No tenderer can be a subcontractor while submitting a bid individually or as a partner of a JV/Consortium/Association in the same bidding process.
- iii. A tenderer, if acting in the capacity of subcontractor in any bid, may participate in more than one bid, but only in that capacity.
- iv. Tenderers shall not have a conflict of interest. All Tenderers found to have a conflict of interest shall be disqualified. Tenderers shall be considered to have a conflict of interest with one or more parties in this bidding process, if:
 - (a) a tenderer has been engaged by the Employer to provide consulting services for the preparation related to procurement for / on implementation of the project;
 - (b) a tenderer is any associates/affiliates (inclusive of parent firms) mentioned in subparagraph (a) above; or
 - (c) a tenderer lends, or temporarily seconds its personnel to firms or organizations which are engaged in consulting services for the preparation related to procurement for / on implementation of the project, if the personnel would be involved in any capacity on the same project.
- v. (a) NHSRCL/Ministry of Railways along with any of their attached and subordinate offices/ Any metro rail organizations in India (owned by Govt.)/ Order of Ministry of Commerce applicable for all Ministries must not have banned business with the tenderer (including any member in case of JV/consortium) as on the date of tender submission. The tenderer should submit undertaking to this effect in **Appendix-19** of Form of Tender.
 (b) Also no contract of the tenderer executed either individually or in a JV/Consortium, should have been rescinded / terminated by NHSRCL/Ministry of Railways along with any of their attached and subordinate offices/ Any metro rail organizations in India (owned by Govt.) after award during last 03 years (from the last day of the previous month of tender submission) due to non-performance of the tenderer or any of JV/Consortium members. The tenderer should submit undertaking to this effect in **Appendix- 19** of Form of Tender. Non-performance, which is basically termination of the Contract as decided by the Employer, shall include all Contracts where non-performance was not challenged by the Contractor, including through referral to the dispute resolution mechanism under the respective Contract or by written representation/ appeal to the Employer or in any appropriate court.



- (c) If the Tenderer or any of the constituent 'substantial member(s)' of JV/Consortium does not meet the criteria stated in the **Appendix-19**, the tenderer including the constituent 'substantial member(s)' of JV/Consortium shall be considered ineligible for participation in tender process and they shall be considered ineligible applicants in terms of Clause 1.1.3.1 of NIT.
- (d) If there is any misrepresentation of facts with regards to undertaking submitted vide Appendix-19, the same will be considered as "fraudulent practice" under Clause 4.33.1 (a) (ii) of GCC and the tender submission of such tenderers will be rejected besides taking further action as per Clause 4.33.1 (b) & 13.2.1 of GCC.
- vi. Tenderer (any member in case of JV/consortium) must not have suffered bankruptcy/ insolvency during the last 5 years or it is in the process of winding-up or there is a case of insolvency pending before any Court on the deadline of submission of bids. The tenderer should submit undertaking to this effect in **Appendix-20** of Form of Tender.
- vii. **LEAD PARTNER/ NON SUBSTANTIAL PARTNERS/ CHANGE IN JV/ CONSORTIUM**
- a. Lead partner must be a substantial partner in the JV/Consortium and **it should have a minimum of 40% participation in JV/Consortium**. A substantial partner shall be having minimum of 26% participation in JV/Consortium. **Each substantial partner** in case of JV/Consortium shall have experience of executing at least one "similar work" of minimum 30% of NIT value in last 07 years.
- b. **Each non-substantial partner should have a minimum of 20% participation in the JV/Consortium**. Partners having less than 26% participation will be termed as non- substantial partner and will not be considered for evaluation which means that their financial soundness and work experience shall not be considered for evaluation of JV/Consortium. In the tender for Civil, a Joint Venture / Consortium to qualify, each of its non-substantial Partner must have experience of executing at least one Civil of minimum 20% of NIT value in last 07 years. The tenderer shall submit details of above works in the Performa of **Appendix-17 & 17A** of FOT etc. as per Notes b), c), d) & g) of Clause 1.1.3.2.A of NIT.
- c. In case of JV/Consortium, change in constitution or percentage participation shall not be permitted at any stage after their submission of bids. In case of changes during tendering stage, the bid shall be treated as non –responsive.
- d. The tenderer, in case of JV/Consortium, shall clearly and unambiguously define the role and responsibilities for each substantial/non-substantial partner in the JV agreement/ MOU submitted vide foot note (d) of Appendix 6 of Form of Tender, providing clearly that any abrogation/subsequent re-assignment of any responsibility by any substantive/non-substantive partner of JV/Consortium in favour of other JV/Consortium partner or any change in constitution of partners of JV/Consortium (without written approval of Employer) from the one given in JV agreement /MOU at tender stage, will be treated, as 'breach of contract condition' and/or 'concealment of facts' (as the case may be), vide GCC clause 4.33.1 [a (ii) and (iii)] and acted accordingly.
- e. The Employer in such cases, may in its sole discretion take action under clause 4.33.1 (b) of GCC against any member(s) for failure in tenderer's obligation and declare that member(s) of JV/Consortium ineligible for award of any tender in NHRCL or take action to terminate the contract in part or whole under clause 13 of GCC as the situation may demand and recover the cost/damages as provided in contract.



viii. **Participation by Subsidiary Company / Parent Company with credential of other Company**

- a. Applicant in the capacity of a Subsidiary Company as a single entity is not permitted to use the credential of its Parent Company and/or its Sister Subsidiary Company/ Companies unless the Applicant participates in tender as JV/Consortium with its Parent Company and/or its Sister Subsidiary Company/ Companies as a member(s) in JV with minimum 26% participation each (as substantial member) for such member(s).
- b. Applicant in the capacity of a Parent Company as a single entity is not permitted to use the credential of its Subsidiary Company/ Companies unless the Applicant participates in tender as JV/Consortium with its Subsidiary Company/ Companies as a member(s) in JV with minimum 26% participation each (as substantial member) for such member(s).

ix. **Purchase Preference to Local Suppliers/Preference to Make In India:**

a) **Definitions:**

- i. 'Local content' means the amount of value added in India which shall be the total value of the item procured (excluding net domestic indirect taxes) minus the value of imported content in the item (including all custom duties) as a proportion of the total value, in percent. Minimum local content shall be **50%** for the subject tender.
- ii. 'Local Supplier' means a supplier or service provider whose product or service offered for procurement meets the minimum local content as prescribed at sr. no. i. above.
- iii. 'H1' means the highest tender or highest bid received in a tender, bidding process or other procurement solicitation as adjudged in the evaluation process as per the tender or other procurement solicitation.
- iv. 'Margin of purchase preference' means the maximum extent to which the price quoted by a local supplier may be above the H1 for the purpose of purchase preference. Margin of purchase preference shall be **20%** for the subject tender.

b) *<Deleted>*

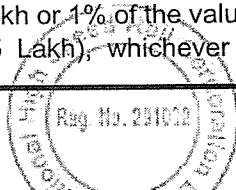
c) *<Deleted>*

d) **Minimum local content and verification of local content:**

- i. The local supplier at the time of tender shall be required to provide self-certification that the item offered meets the minimum local content and shall give details of the location(s) at which the local value addition is made.
- ii. *<Deleted>*
- iii. If any false declaration regarding local content is found, the company shall be debarred for a period of three years from participating in tenders of NHSRCL.
- iv. Supplier/bidder shall give the details of the local content in a format attached as **Appendix-22 and Appendix-23** of FOT duly filled to be uploaded along with the technical bid. In case, bidder do not upload **Appendix-22 and Appendix-23** of FOT duly filled along with their technical bid, local content shall be considered as 'Nil' in tender evaluation.

e) **Complaints relating to implementation of Purchase Preference**

Fees for such complaints shall be Rs. 2 Lakh or 1% of the value of the local item being procured (subject to maximum of Rs. 5 Lakh), whichever is higher. In case the



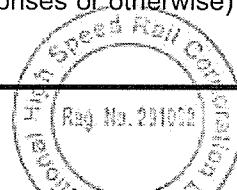
complaint is found to be incorrect, the complaint fee shall be forfeited. In case, the complaint is upheld and found to be substantially correct, deposited fee of the complainant would be refunded without any interest.

x. Public Procurement Policy for Micro and Small Enterprises (MSEs):

- a) Procurement Preference to Micro and Small Enterprises (MSEs) as admissible under Government's existing policy on the date of opening of bid shall be applicable to Micro and Small Enterprises (MSEs) registered with any statutory bodies specified by Ministry of Micro, Small & Medium Enterprises having Udyog Aadhaar Memoranda shall also be given all benefits under Public Procurement Policy Order 2012.
- b) The bidders shall submit photocopy of current and valid MSEs registration certificate inclusive of all the pages showing the category of entrepreneur – whether the registered firm is owned by General or SC/ST entrepreneurs, monetary limit of their registration for the items tendered to avail the benefits under the policy. The MSEs shall also submit a copy of "Entrepreneur's Memorandum (Part – II)" of the concerned District Centre where the unit is established. The MSEs must also indicate the terminal validity date of their registration.
- c) Such MSE registered firms shall be exempted from payment of Tender document cost and payment of Tender Security.
- d) Definition of MSEs owned by SC/ST is as given below:
 - i. In case of proprietary MSE, proprietor(s) shall be SC/ST.
 - ii. In case of partnership MSE, the SC/ST partners shall be holding at least 51% shares in the unit.
 - iii. In case of Private Limited Companies, at least 51% share shall be held by SC/ST promoters.
- e) All bidders registered under Micro and Small Enterprises (MSEs) shall have to satisfy the eligibility criteria at par with other bidders. There shall not be any relaxation in eligibility criteria/bidding process or other bid requirement and H1 price.
- f) If highest valid bidder is non-MSE firm, then in such a case purchase preference facility shall not be applicable in the bid as quantity cannot be split. The total quantity shall be offered to the highest valid bidder irrespective of their registration status and the benefit to MSEs shall be limited to exemption from cost of tender document and tender security only.
- g) The above facilities shall not be applicable for the items for which they are not registered.
- h) The above facility shall be applicable only in case of single entity or all member in JV/Consortium are registered and eligible MSEs.
- i) Micro & Small Enterprises (MSEs) registered with National Small Industries Corporation (NSIC) and having single point registration are exempt from payment of EMD and Tender Fee to the extent of Monetary Limit stated in their Registration Certificate. In case the bid value exceeds the monetary limit, the bidder shall furnish EMD & Tender fee for the difference. Such MSEs should also produce documentary evidence showing that the firm is registered with NSIC for the items/work tendered for. The bidder must submit certified copy of valid NSIC Registration Certificate/ Renewal Certificate. Photocopy of application for registration or for Renewal of NSIC will not acceptable.

xi. Startup India:

- a) All Startups (whether Micro & Small Enterprises or otherwise) are exempted from cost of Tender document and Tender security.



b) Definition of Startup:

Startup means an entity recognised as Startup by Department of Industrial Policy and Promotions (DIPP), Ministry of Commerce and Industries, Govt. of India.

c) The above facility shall be applicable only in case of single entity or all member in JV/Consortium are registered and eligible Startups.

1.1.3.2 Minimum Eligibility Criteria:**A. Work Experience:** Deleted.**B. Financial Standing:** The tenderers will be qualified only if they have minimum financial capabilities as below:(i) **Annual Turnover:** The average annual turnover from construction of last five financial years should be **> INR 15,00,000.00**

The average annual turnover of JV/ Consortium will be based on percentage participation of each member.

Example: Let Member-1 has percentage participation = M and Member-2 has =N. Let the average annual turnover of Member-1 is 'A' and that of Member-2 is 'B', then the average annual turnover of JV will be= $(AM+BN)/100$

Notes:

- a) Financial data for latest last five audited financial years has to be submitted by the tenderer in **Appendix-15 of FOT** duly certified by Chartered Accountant/ Company Auditor/Statutory Auditor with his stamp and signature in original with membership number and firm registration number. All the documents or certifications which are provided by CA, must contain UDIN thereon and the particulars of certifications must be same as mentioned on document/certification and submitted to ICAI on its website which can be verified online on <https://udin.icai.org/search-udin>. In case the financial data of the last financial year is not made available by the bidder, he has to submit an affidavit certifying that 'the balance sheet has actually not been audited so far'. In such a case the financial data of previous '4' audited financial years will be taken into consideration for evaluation. If certified financial data of any year other than the last year is not submitted, the tender may be considered as non-responsive.
- b) Where a work is undertaken by a JV/Consortium, only that portion of the contract which is undertaken by the concerned applicant/member should be indicated and the remaining done by the other members of the group be excluded. This is to be substantiated with documentary evidence.
- c) For construction turnover or financial data required for each year - Exchange rate for foreign currency shall be as prevailing on the last day of the respective year.

1.1.3.3 <Deleted>

1.1.3.4 The tender submission of tenderers, who do not qualify the minimum eligibility criteria stipulated in the clauses 1.1.3.2 above, shall not be considered for further evaluation and therefore rejected. The mere fact that the tenderer is qualified as mentioned in sub clause 1.1.3.2 shall not imply that his bid shall automatically be accepted. The same should contain all technical data as required for consideration of tender prescribed in the ITT.

1.1.4 Contents of Tender documents

Volume 1

- Notice Inviting Tender



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- Instructions to Tenderers (including Annexures)
 - Form of Tender (including Appendices)

Volume 2

- General Conditions of Contracts
- Particular Conditions of Contract (including Schedules)

Volume 3

- *Employer's Requirement – General*
- *Employer's Requirement – Functional*

Volume 4 <Deleted>

Volume 5 <Deleted>

Volume 6

- *Bill of Quantities*

Volume 7 <Deleted>

- 1.1.5 The contract shall be governed by the documents listed in Para 1.1.4 above.
- 1.1.6 The tenderers may obtain further information/ clarification, if any, in respect of these tender documents from the office of Chief Project Manager/Vadaodara, 3rd Floor, Productivity House, Productivity Road, Alkapuri, Vadodara – 390007.
- 1.1.7 All tenderers are hereby cautioned that tenders containing any material deviation or reservations as described in Clause E 4.0 of "Instructions to Tenderers" shall be considered as non-responsive and is liable to be rejected.
- 1.1.8 The intending tenderers must be registered on e-tendering portal <https://etenders.gov.in/eprocure/app>. Those who are not registered on the e-tendering portal shall be required to get registered beforehand. After registration, the tenderer will get user id and password. On login, tenderer can participate in tendering process and can witness various activities of the process.
- 1.1.9 The authorized signatory of intending tenderer, as per Power of Attorney (POA), must have valid **Class-II or Class-III digital signature**. The tender document can only be downloaded or uploaded using Class-II or Class-III digital signature. However, the tenderer shall upload their tender on <https://etenders.gov.in/eprocure/app> using class-II or class-III digital signature of the authorized signatory only.
- 1.1.10 Tender submissions shall be done online on <https://etenders.gov.in/eprocure/app> after uploading the mandatory scanned documents towards cost of tender documents such as scanned copies of transaction of payment i.e. RTGS, NEFT & IMPS and Bid Security Declaration (and other documents as stated in the tender document). Instructions for on-line bid submission are furnished hereinafter.
- 1.1.11 Submission of Tenders shall be closed on e-tendering website of NHRCL at the date & time of submission prescribed in NIT after which no tender shall be accepted.
- It shall be the responsibility of the bidder / tenderer to ensure that his tender is submitted online on e-tendering website <https://etenders.gov.in/eprocure/app> before the deadline of submission. NHRCL will not be responsible for non-receipt of tender documents due to any delay and/or loss etc.
- 1.1.12 Tenders shall be valid for a period of 90 days (both days inclusive i.e. the date of submission of tenders and the last date of period of validity of the tender) from the date of submission of Tenders and shall be accompanied with Bid Security Declaration as per clause C18 of ITT.

- 1.1.13 NHSRCL reserves the right to accept or reject any or all proposals without assigning any reasons. No tenderer shall have any cause of action or claim against the NHSRCL for rejection of his proposal.
- 1.1.14 Tenderers are advised to regularly visit e-tendering portal <https://etenders.gov.in/eprocure/app> for updates.
- 1.1.15 For any complaints, tenderers may contact Chief Project Manager/Vadaodara, 3rd Floor, Productivity House, Productivity Road, Alkapuri, Vadodara – 390007.
- 1.1.16 Courts in Gujarat alone shall have the jurisdiction to entertain any application or other proceedings in accordance with Laws of India in respect of anything arising under this Bid.

Chief Project Manager/Vadodara
NHSRCL

