

Subject: Corrigendum of NHSRCL(ADI)/CE02/USML/2018-19/02

NAME OF WORK: Dismantling of Cover shed at platform no -10,11&12 at Ahmedabad station W.R. at Ahmedabad				
Sr No.	Page No.	Existing Document	Page No.	Should be read as.
1	Pg no-1/	Bid documents	Pg no-1	Tender document
2	Pg no: 2/ Table	<p>Name of work: Dismantling of Cover shed at platform no -10,11&12 at Ahmedabad station W.R. at Ahmedabad</p> <p>Approximate cost -: Rs..2716286.50 Earnest money Deposit -: Rs. 54326.00 Cost of Tender Document: -Rs. 3000.00 Completion period -:Six months Validity of offer -:90 Days Type of Tender -: Open Tender</p> <p>Tender closing date -:29/10/2018 @ 14:00 hrs</p> <p>Tender opening date -:29/10/2018 @ 14:30 hrs</p> <p>Place of submission & opening of Tender -: Office of Chief Project Manager, National High Speed Rail Corporation Ltd, Room No 20, 2nd floor 4D square mall, Motera, Ahmedabad. 380005</p>	Pg no: 2/ Table	<p>Name of work -: Dismantling of Cover shed at platform no -10,11&12 at Ahmedabad station W.R. at Ahmedabad</p> <p>Approximate cost -: Rs..2716286.50 Earnest money Deposit -: Rs. 54326.00 Cost of Tender Document: -Rs. 3000.00 Completion period -:Six months Validity of offer -:90 Days Type of Tender -: Open Tender</p> <p>Tender closing date -:5/11/2018 @ 11:00 hrs</p> <p>Tender opening date -:5/11/2018 @ 11:30 hrs</p> <p>Place of submission & opening of Tender -: Office of Chief Project Manager, National High Speed Rail Corporation Ltd, Room No 20, 2nd floor 4D square mall, Motera, Ahmedabad. 380005</p>
3	Pg no: 2/ Para	(c) The NHSRCL before the due date & time of closure of issue of tender documents on its own or in response to any clarification requested or suggested by any person including that of the tenderer may modified the tender document at its sole discretion. It will be the responsibility of the tenderers who had downloaded the documents from the website to submit offer in the updated copy of the tender documents and NHSRCL way may not consider the offers downloaded from website if offer is not submitted in updated tender documents.	Pg no: 2/ Para	(c) The NHSRCL before the due date & time of closure of issue of tender documents on its own or in response to any clarification requested or suggested by any person including that of the tenderer may modified the tender document at its sole discretion. It will be the responsibility of the tenderers who had downloaded the documents from the website to submit offer in the updated copy of the tender documents and NHSRCL may not consider the offers downloaded from website if offer is not submitted in updated tender documents.
4	Pg no: 4/ Table	<p>Approximate cost -: Rs..2716286.50 Earnest money Deposit -: Rs. 54326.00</p> <p>Tender closing:- 29.10.2018 @ 14:00 hrs</p> <p>Tender opening:- 29.10.2018 @ 14:30 hrs</p>	Pg no: 4/ Table	<p>Approximate cost -: Rs..2716286.50 Earnest money Deposit -: Rs. 54326.00</p> <p>Tender closing:- 5/11/2018 @ 11:00 hrs</p> <p>Tender opening:- 5/11/2018 @ 11:30 hrs</p>
5	Pg no: 3/ Para	3.The Tenderer(s) shall quote his /their rates as a percentage above or below the schedule of Rates of the NHSRCL as applicable to this Division except where he/they are required to quote item rates and must tender for all the items shown in the schedule of approximate quantities attached. The quantities shown in the attached schedule are given as a guide and are	Pg no: 7/ Para	3. The Tenderer(s) shall quote his /their rates as a percentage above or below the schedule of Rates of the NHSRCL as applicable to this Division except where he/they are required to quote item rates further tenderer must quote rates for all the items shown in the schedule of approximate quantities attached. The quantities shown in the attached schedule are


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		approximate only and are subject to variation according to the needs of the NHSRCL. The NHSRCL does not guarantee work under each item of the schedule.		given as a guide and are approximate only and are subject to variation according to the needs of the NHSRCL. The NHSRCL does not guarantee work under each item of the schedule.
6	Pg no: 5 / Para	(d). The Earnest Money deposited by the successful Tenderer(s) will be retained towards the security deposit for the due and faithful fulfilment of the contract but shall be forfeited if the contractor fail/contractors fail to execute Agreement Bond within seven days after receipt of notice issued by the NHSRCL that such documents are ready or to commence the work within Fifteen days after receipt of orders to that effect.	Pg no: 9 / Para	(d). The Earnest Money deposited by the successful Tenderer(s) will be retained towards the security deposit for the due and faithful fulfilment of the contract but shall be forfeited if the contractor fail/contractors fail to execute Agreement Bond within seven days after receipt of notice issued by the NHSRCL that such documents are ready or to commence the work within Ten (10) days after receipt of orders to that effect
7	Pg no: 6 / Para	(c) Security Deposits will be recovered only from the running bills of the contract and no other mode of collecting SD such as SD in the form of instruments like BG, FD etc. shall be accepted towards Security Deposit. Security Deposit shall be returned to the contractor after the physical completion of the work as certified by the competent Authority. The Competent Authority shall normally be the authority who is competent to sign the contract. If this Competent Authority is of the rank lower than JA Grade, then a JA Grade Officer (concerned with the work) should issue the certificate. The certificate, inter alia, should mentioned that the work has been completed in all respects and that all the contractual obligations have been fulfilled by the contractors and that there is no due from the contractor to NHSRCL against the contract concerned. Before releasing the SD, an unconditional and unequivocal no claim certificate from the contractor concerned should be obtained.	Pg no: 10 / Para	(c) Security Deposits will be recovered only from the running bills of the contract and no other mode of collecting SD such as SD in the form of instruments like BG,, shall be accepted towards Security Deposit. Security Deposit shall be returned to the contractor after the physical completion of the work as certified by the competent Authority. The Competent Authority shall normally be the authority who is competent to sign the contract. The certificate, inter alia, should mentioned that the work has been completed in all respects and that all the contractual obligations have been fulfilled by the contractors and that there is no due from the contractor to NHSRCL against the contract concerned. Before releasing the SD, an unconditional and unequivocal no claim certificate from the contractor concerned should be obtained.
8	Pg no: 7 / Para	Tenderer(s) who has/have carried out any work so far on Central Govt./State Govt./ PSU's and who is/are required to submit in duplicate particulars regarding his/their financial position commensurate with amount of contracting supported by a Bank reference and credentials certificates duly attested by a Gazette Officer and testimonials regarding experience for the type of job which this tender is invited with list of works giving cost thereof, carried out in the part along with the tender. Para regarding Eligibility criteria applicable for all open tenders costing Rs. 50 Lakhs and above given here in after may be referred in this regard. Non-compliance with any of the conditions set forth therein above is liable to result in the tender being rejected.	Pg no: 11 / Para	Tenderer(s) who has/have carried out any work so far with Central Govt./State Govt./ PSU's and who is/are required to submit in duplicate particulars regarding his/their financial position commensurate with amount of contracting supported by a Bank reference and credentials certificates duly attested by a Gazette Officer and testimonials regarding experience for the type of job which this tender is invited with list of works giving cost thereof, carried out in the part along with the tender. Para regarding Eligibility criteria applicable for all open tenders costing Rs. 50 Lakhs and above given here in after may be referred in this regard. Non-compliance with any of the conditions set forth therein above is liable to result in the tender being rejected.

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9	Pg no: 7 / Para	<p>14 PARTNERSHIP DEEDS, POWER OF ATTORNEY ETC.</p> <p>The Tenderer shall clearly specify whether the tender is submitted on his own behalf or on behalf of partnership concern, if the tender is submitted on behalf of partnership concern he should submit partnership deed along with the Tender and authorization to sign the tender document on behalf of partnership concern. The NHSRCL will not be bound by any power of Attorney granted by the Tenderer or by changes in the composition of the firm made subsequent of the execution of the contract. It may however recognize such power of attorney and charges after obtaining legal advice the cost of which will be chargeable to the contractor.</p>	Pg no: 12 / Para	<p>14 PARTNERSHIP DEEDS, POWER OF ATTORNEY ETC.</p> <p>The Tenderer shall clearly specify whether the tender is submitted on his own behalf or on behalf of partnership concern, if the tender is submitted on behalf of partnership concern he should submit partnership deed along with the Tender and authorization to sign the tender document on behalf of partnership concern. The NHSRCL will not be bound by any power of Attorney granted by the Tenderer or by changes in the composition of the firm made subsequent of the execution of the contract. It may however recognize such power of attorney and charges after obtaining legal advice the cost of which will be chargeable to the contractor.</p>
10	Pg no: 8 / Para	<p>15. PERFORMANCE GUARANTEE (Performa attached):-</p> <p>As per the board's letter Revised Clause 16(4) to Indian Railways General Conditions Contract (Ref.: Item-I to Railway Boards Letter No. 2007/CE. I/CT/18 Pt. XII, dated:-31.12.2010)</p>	Pg no: 12 / Para	<p>15. PERFORMANCE GUARANTEE (Performa attached):-</p> <p>As per the Railway board's letter Revised Clause 16(4) to Indian Railways General Conditions Contract (Ref.: Item-I to Railway Boards Letter No. 2007/CE. I/CT/18 Pt. XII, dated:-31.12.2010)</p>
11	Pg no: 8 & 9 / Para	<p>(b) The successful bidder shall submit the Performance Guarantee (PG) in any of the following forms, amounting to 5% of the contract value:</p> <p>(i) A deposit of Cash;</p> <p>(ii) Irrevocable Bank Guarantee;</p> <p>(iii) Government Securities including State Loan Bonds at 5% below the market value;</p> <p>(iv) Deposit Receipts, Pay Orders, Demand Drafts and Guarantee Bonds. These forms of Performance Guarantee could be either of the State Bank of India or of any of the Nationalized Banks;</p> <p>(v) Guarantee Bonds executed or Deposits Receipts tendered by all Scheduled Banks;</p> <p>(vi) A Deposit in the Post Office Saving Bank;</p> <p>(vii) A Deposit in the National Savings Certificates;</p> <p>(viii) Twelve years National Defence Certificates;</p> <p>(ix) Ten years Defence Deposits;</p> <p>(x) National Defence Bonds and Unit Trust Certificates at 5% below market value or at the face value whichever is less. Also, FDR in favour of M/S National High Speed Rail</p>	Pg no: 13 / Para	<p>(b) The successful bidder shall submit the Performance Guarantee (PG) in any of the following forms, amounting to 5% of the contract value:</p> <p>(i) Irrevocable Bank Guarantee;</p> <p>(ii) Government Securities including State Loan Bonds at 5% below the market value;</p> <p>(iii) Deposit Receipts, Pay Orders, Demand Drafts and Guarantee Bonds. These forms of Performance Guarantee could be either of the State Bank of India or of any of the Nationalized Banks;</p> <p>(iv) Guarantee Bonds executed or Deposits Receipts tendered by all Scheduled Banks;</p> <p>(v) A Deposit in the Post Office Saving Bank;</p> <p>(vi) A Deposit in the National Savings Certificates;</p> <p>(vii) Twelve years National Defence Certificates;</p> <p>(viii) Ten years Defence Deposits;</p> <p>(ix) National Defence Bonds and Unit Trust Certificates at 5% below market value or at the face value</p>


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		Corporation New Delhi(free from any encumbrance) may be accepted.		whichever is less. Also, FDR in favour of M/S National High Speed Rail Corporation New Delhi(free from any encumbrance) may be accepted.
12	Pg no: 10 / Para	Contractor shall submit his request to release current PG , along with submission of a revised PG of requisite amount as notified/communicated by NHSRCL , in any of the forms as per clause 16 (4) except in cases where earlier PG has been submitted either in case or Demand draft.	Pg no: 14 / Para	Contractor shall submit his request to release current PG , along with submission of a revised PG of requisite amount as notified/communicated by NHSRCL , in any of the forms as per clause 16 (4) except in cases where earlier PG has been submitted in Demand draft.
13	Pg no: 10 / Para	(d). In cases where current PG is either In Cash or Demand draft, the "Excess PG available with NHSRCL with respect to required PG for decreased contract value" shall be released duly considering the request of contractor.	Pg no: 14 / Para	(d). In cases where current PG is In Demand draft, the "Excess PG available with NHSRCL with respect to required PG for decreased contract value" shall be released duly considering the request of contractor.
14	Pg no: 10 / Para	(f) . Whenever the contract is rescinded, the Security Deposit shall be forfeited and the Performance Guarantee shall be encashed. The balance work shall be got done independently without risk & cost of the failed contractor. The failed contractor shall be debarred from participating in the tender for executing the balance work. If the failed contractor is a JV or a Partnership firm, then every member/partner of such a firm shall be debarred from participating in the tender for the balance work in his/her individual capacity or as a partner of any other JV/partnership firm.	Pg no: 14 / Para	(f) . Whenever the contract is rescinded, the Security Deposit shall be forfeited and the Performance Guarantee shall be encashed. The balance work shall be got done independently without risk & cost of the failed contractor. The failed contractor shall be debarred from participating in the tender for executing the balance work. If the failed contractor is a JV or a Partnership firm, then every member/partner of such a firm shall be debarred from participating in the tender for the balance work in his/her individual capacity or as a partner of any other JV/partnership firm.
15	Pg no: 10 / Para	(g). The engineer shall not make a claim under the Performance Guarantee except for amounts to which the President of India is entitled under the contract (not withstanding and/or without prejudice to any other provisions in the contract agreement) in the event of : (i) Failure by the contractor to extend the validity of the Performance Guarantee as described herein above, in which event the Engineer may claim the full amount of the Performance Guarantee. (ii) Failure by the contractor to pay to NHSRCL any amount due, either as agreed by the contractor or determined under any of the Clauses/Conditions of the Agreement, within 30 days of the service of notice to this effect by Engineer (iii) The Contract being determined or rescinded under provision of the	Pg no: 15 / Para	(g). NHSRCL shall not make a claim under the Performance Guarantee except for amounts to which it is entitled under the contract (not withstanding and/or without prejudice to any other provisions in the contract agreement) in the event of : (i). Failure by the contractor to extend the validity of the Performance Guarantee as described herein above, in which event the NHSRCL may claim the full amount of the Performance Guarantee. (ii). Failure by the contractor to pay to NHSRCL any amount due, either as agreed by the contractor or determined under any of the Clauses/Conditions of the Agreement, within 30 days of the service of notice to this effect by NHSRCL. (iii). The Contract being determined or rescinded under provision of the


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		GCC, the Performance Guarantee shall be forfeited in full and shall be absolutely at the disposal of the President of India .		
16	Pg no: 11 / Para	18.TENDER DOCUMENTS TO ARE NOT TRANSFERABLE:-	Pg no: 15 / Para	18. TENDER DOCUMENTS ARE NOT TRANSFERABLE:-
17	Pg no: 13 / Para	That the tender whether the sole proprietor or a limited company/individual partner/partners should submit, along with the tender, the power of attorney duly stamped and authority by not public or by Magistrate in favour of specific person/persons whether he/they be partner/partners of the firm or another person's.	Pg no: 17 / Para	That the tenderer whether the sole proprietor or a limited company/individual partner/partners should submit, along with the tender, the power of attorney duly stamped and authority by not public or by Magistrate in favour of specific person/persons whether he/they be partner/partners of the firm or another person's.
18	Pg no: 14 / Para	Returns: -The tenderer shall furnish to the Executive Engineer every week during progress of the work a classified returns of the number of the people employed on the work during the week preceding the period. The contractor shall also furnish to the Executive Engineer a report of any accident, which may have occurred within 24 hours of its occurrence.	Pg no: 18 / Para	Returns: -The tenderer shall furnish to the Engineer every week during progress of the work a classified returns of the number of the people employed on the work during the week preceding the period. The contractor shall also furnish to the Engineer a report of any accident, which may have occurred within 24 hours of its occurrence
19	Pg no: 14 / Para	REPRESENTATION OF WORKS: - The contractor should nominate his representative on the works who will leave authorized to receive and acknowledge materials issued by the NHSRCL and take all orders issued by inspecting officer of the NHSRCL.	Pg no: 18 / Para	REPRESENTATION OF WORKS: - The contractor should nominate his representative on the works who will authorized to receive and acknowledge materials issued by the NHSRCL and take all orders issued by inspecting officer of the NHSRCL.
20	Pg no: 14 / Para	ERRORS, OMISSION AND DISCREPANCIES: -The tender shall not take advantage of any misinterpretation of the condition due to typing or any other error and if any doubt shall bring it to the Engineer without delay in case of any contradiction, only the printed rules and books should be followed and no claim for the misinterpretation shall be entertained.	Pg no: 18 / Para	ERRORS, OMISSION AND DISCREPANCIES: -The tenderer shall not take advantage of any misinterpretation of the condition due to typing or any other error and if any doubt shall bring it to the Engineer without delay in case of any contradiction, only the printed rules and books should be followed and no claim for the misinterpretation shall be entertained.
21	Pg no: 14/ Para	FIGURES, DIMENSIONS ETC: - Figures, dimensions and drawings shall supersede measurements by scale and drawing to larger scale shall take precedence over those to similar scale, special dimensions or direction in the specification shall supersede all else.	Pg no: 18/ Para	FIGURES, DIMENSIONS ETC: - Figures, dimensions and drawings shall supersede measurements by scale and drawing to larger scale shall take precedence over those to smaller scale, special dimensions or direction in the specification shall supersede all else.
22	Pg no: 14/ Para	ARRANGEMENT FOR PERMITS/ LICENSE: - Arrangement for permits and license for materials will not be made by the NHSRCL or any assistance given. The contractor will have to make his own arrangement. Also, no important license shall be arranged by the NHSRCL for this work.	Pg no: 18/ Para	ARRANGEMENT FOR PERMITS/ LICENSE: - Arrangement for permits and license for materials will not be made by the NHSRCL or any assistance given. The contractor will have to make his own arrangement. Also, no import license shall be arranged by the NHSRCL for this work.
23	Pg no: 17 / Para	38. Safety at work site. Instructions issued in "Compendium of Instructions on Safety at Work Site" issued in April 2008 duly signed by both CAO@WR and PCE/WR on 28-04-2008 and 30-04-2008	Pg no: 20 / Para	37. Safety at work site. Instructions issued in "Compendium of Instructions on Safety at Work Site" issued in April 2008 duly signed by both CAO@WR and PCE/WR on 28-04-2008 and 30-04-2008

BP
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		respectively duly circulated vide CTE/CCG's letter No.T5/18/29(Safety) dated 05.05.2008 is required to be followed before/during the execution of the work. Copy of the same can be obtained from the concerned ADENs.		respectively duly circulated vide CTE/CCG's letter No.T5/18/29(Safety) dated 05.05.2008 is required to be followed before/during the execution of the work. Copy of the same can be obtained from the concerned ADENs.
24	Pg no: 19 / Para	2. The contractor shall quote the rate of percentage basis above or below the NHSRCL printed revised schedule of rates in force. The rates in the NHSRCL Schedule under the Ahmedabad Division are applicable for the above work. In case rates for any item of work do not exist in the printed schedule of rates special rates will be worked out for such items on the basis of the schedule of rates. The contractor's quotation above or below the schedule of rates will be apply to such special rates also.	Pg no: 24 / Para	2. The contractor shall quote the rate of percentage basis above or below the NHSRCL printed revised schedule of rates in force. In case rates for any item of work do not exist in the printed schedule of rates special rates will be worked out for such items on the basis of the schedule of rates. The contractor's quotation above or below the schedule of rates will be apply to such special rates also.
25	Pg no: 19 / Para	3. The estimate carrying the items of the work to be carried out may be seen by the contractor in the office of the Office of Chief Project Manager, National High Speed Rail Corporation Ltd, Room no.20, Second Floor, Four D Square Mall, Motera, Ahmedabad - 380005	Pg no: 24 / Para	3. The estimate carrying the items of the work to be carried out may be seen by the contractor in the Office of Chief Project Manager, National High Speed Rail Corporation Ltd, Room no.20, Second Floor, Four D Square Mall, Motera, Ahmedabad - 380005
26	Pg no: 21 & 36 / Para	1. In consideration of the President of India (hereinafter called "the Government") having agreed to accept from..... ..(hereinafter called " the said Contractor/s), under the terms and conditions of an Agreement/Acceptance letter dated.....made between.....and(herein after called "the said Agreement") the Performance Guarantee for the due fulfilment by the Contractors of the terms and conditions in the said Agreement on production of Bank Guarantee for Rs..... Rupees.....o nly) We..... indicate the name of the Bank herein after referred to as the Bank) at the request of..... contractor/s do hereby undertake to pay the government an amount not exceeding Rs.....against any loss or damage caused to or suffered by or would be caused to or suffered by the Government by reason of any breach by the said contractor(s) of any of the terms or conditions contained in the said agreement. 2.We.....(indicate the name of the Bank) do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on demand from the government stating that the	Pg no: 26 & 64 / Para	1. In consideration of the NHSRCL having agreed to accept from..... ..(hereinafter called " the said Contractor/s), under the terms and conditions of an Agreement/Acceptance letter dated.....made between.....and(herein after called "the said Agreement") the Performance Guarantee for the due fulfilment by the Contractors of the terms and conditions in the said Agreement on production of Bank Guarantee for Rs..... Rupees.....o nly) We..... indicate the name of the Bank herein after referred to as the Bank) at the request of..... contractor/s do hereby undertake to pay the NHSRCL an amount not exceeding Rs.....against any loss or damage caused to or suffered by or would be caused to or suffered by the NHSRCL by reason of any breach by the said contractor(s) of any of the terms or conditions contained in the said agreement. 2. We.....(indicate the name of the Bank) do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on demand from the NHSRCL stating that the amount claimed is by way of loss or damage


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<p>amount claimed is by way of loss or damage caused to or suffered by the Government by reason of breach by the said contractor/s of any of the terms or conditions contained in the said agreement or by reasons of the contractor/s failure to perform the Agreement, any such demand made on the bank shall be conclusive as regards the amount due and payable to the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs.....</p> <p>3. We undertake to pay to the Government any money so demanded not withstanding any dispute or disputes raised by the contractor(s) /supplier(s) in any suit or proceeding pending before any Court or Tribunal relating thereto our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment there under and the contractor(s)/suppliers(s) shall have no.....against us for making such payment.</p> <p>4. We,(indicate the name of the bank) further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement, including maintenance/Warranty period, and that it shall continue to be enforceable till the dues of the Government under or by virtue of the said agreement have been fully paid and its claims satisfied or discharged or till..... office/Department) NHSRCL certifies that the terms and conditions of Agreement have been fully and properly carried out by the said Contractor(s) and accordingly discharged this guarantee, unless a demand or claim under this guarantee is made on us in writing on or before the.....we shall discharged from all liability under this guarantee thereafter.</p> <p>5. We,(indicate the name of the Bank) further agree with the Government that the Government shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said agreement or to extend time of performance by the said contractor(s) from time to time or to postpone from any time or from time to time any of the powers exercisable by the Government against the said</p>	<p>caused to or suffered by the NHSRCL by reason of breach by the said contractor/s of any of the terms or conditions contained in the said agreement or by reasons of the contractor/s failure to perform the Agreement, any such demand made on the bank shall be conclusive as regards the amount due and payable to the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs.....</p> <p>3. We undertake to pay to the NHSRCL any money so demanded not withstanding any dispute or disputes raised by the contractor(s) /supplier(s) in any suit or proceeding pending before any Court or Tribunal relating thereto our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment there under and the contractor(s)/suppliers(s) shall have no.....against us for making such payment.</p> <p>4. We,(indicate the name of the bank) further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement, including maintenance/Warranty period, and that it shall continue to be enforceable till the dues of the Government under or by virtue of the said agreement have been fully paid and its claims satisfied or discharged or till..... office/Department) NHSRCL certifies that the terms and conditions of Agreement have been fully and properly carried out by the said Contractor(s) and accordingly discharged this guarantee, unless a demand or claim under this guarantee is made on us in writing on or before the.....we shall discharge from all liability under this guarantee thereafter.</p> <p>5. We,(indicate the name of the Bank) further agree with the NHSRCL that the NHSRCL shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said agreement or to extend time of performance by the said contractor(s) from time to time or to postpone from any time or from time to time any of the powers</p>
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ASB
S.M.H.K.V.L.


मनोज गोयल /Manoj Goyal
उप मुख्य परियोजना प्रबंधक
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		<p>contract and to forebear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reasons of any such variation, or extension being granted to the contractor/s or for any forbearance act or omission on the part of the government or indulgence by the Government to the said contractor(s) or such any matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.</p> <p>6.This guarantee will not be discharged due to the change in the constitution of the bank or the Contractor(s)/Supplier(s).</p> <p>7.We,(indicate the name of Bank)undertake not to revoke this guarantee during its currency except with the previous consent of the Government in writing.</p>		<p>exercisable by the Government against the said contract and to forebear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reasons of any such variation, or extension being granted to the contractor/s or for any forbearance act or omission on the part of the NHRCL or indulgence by the NHRCL to the said contractor(s) or such any matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.</p> <p>6. This guarantee will not be discharged due to the change in the constitution of the bank or the Contractor(s)/Supplier(s).</p> <p>7. We,(indicate the name of Bank)undertake not to revoke this guarantee during its currency except with the previous consent of the NHRCL in writing.</p>
27	Pg no: 23 / para	(a) Operation of an item by more than 125% of the agreement quantity needs the approval of an officer of the rank not less than S.A. Grade;	Pg no: 28 / para	(a) Operation of an item by more than 125% of the agreement quantity needs the approval of an officer of the rank not less than CPM/NHRCL/ADI;
28	Pg no 23 & 38/ para	(c) Execution of quantities beyond 150% of the overall agreemental value should not be permitted and, if found necessary, should be only through fresh tenders or by negotiating with existing contractor, with prior personal concurrence of FA&CAO / FA&CAO(C) and approval of General Manager.	Pg no 28 & 29 & 66/ para	(c) Execution of quantities beyond 150% of the overall agreement value should not be permitted and, if found necessary, should be only through fresh tenders or by negotiating with existing contractor, with prior personal concurrence of JGM/F/ADI and approval of CPM/NHRCL/ADI.
29	Pg no 24/ para	(b) For decrease beyond 25%for individual items or 25% of contract agreement value, the approval of an officer not less than rank of S.A. Grade may be taken, after obtaining 'No Claim Certificate' from the contractor and with finance concurrence, giving detailed reasons for each such decrease in the quantities.	Pg no 29/ para	(b) For decrease beyond 25% for individual items or 25% of contract agreement value, the approval of an officer not less than rank of CPM/NHRCL/ADI may be taken, after obtaining 'No Claim Certificate' from the contractor and with finance concurrence, giving detailed reasons for each such decrease in the quantities.
30	Pg no 24/ para	3. The contractor shall be required to maintain the work satisfactorily in all respect for a period of Six month from the date of completion of work and issue of completion certificate by the sub-ordinate in charge of the work, in terms of claim of General Conditions of Contract. Failing sub ministration to keep the structure in style stated as above will be recovered from the security deposit of this work or any other work.	Pg no 29/ para	3. The contractor shall be required to maintain the work satisfactorily in all respect for a period of Six month from the date of completion of work and issue of completion certificate by the sub-ordinate in charge of the work, in terms of claim of General Conditions of Contract. Failing which to keep the structure in style stated as above will be recovered from the security deposit of this work or any other work.
31	Pg no 25/ para	8."If any dispute arises between the parties with respect to this agreement, any application or suit shall be instituted only in the Court with the local limits of whose jurisdiction, the Chief Project Manager, National High Speed Rail Corporation	Pg no 30/ para	8."If any dispute arises between the parties with respect to this agreement, any application or suit shall be instituted only in the Court with the local limits of whose jurisdiction, the Chief Project Manager, National High Speed Rail


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		Limited (NHSRCL), Vadodara is situated & both the parties shall be bound by this clause."		Corporation Limited (NHSRCL), Ahmedabad is situated & both the parties shall be bound by this clause."
32	Pg no 25/ para	9.In every case in which the virtue of the provisions of section 12 sub-section (-) of The workmen's compensation Act 1973 NHSRCL is obliged to pay the compensation to workmen employ by the contractor and supplied to the NHSRCL for executing the work. NHSRCL will recover from the contractor the amount of compensation so paid without prejudice to the right of NHSRCL deducting from Security Deposit or and such due to the contractor weather under this contract otherwise, NHSRCL will not bound to contest any claim made against it under this contract otherwise . NHSRCL will not bound to contest any claim made against it under section-2 sub-section(1) of the said Act except on the written request of the contractor and upon his giving to NHSRCL full security for all cost for which NHSRCL might become liable in consequence of any tendering and such claim.	Pg no 30/ para	9.In every case in which the virtue of the provisions of section 12 sub-section (-) of The workmen's compensation Act 1973 NHSRCL is obliged to pay the compensation to workmen employ by the contractor and supplied to the NHSRCL for executing the work. NHSRCL will recover from the contractor the amount of compensation so paid without prejudice to the right of NHSRCL deducting from Security Deposit or and such due to the contractor whether under this contract otherwise , NHSRCL will not bound to contest any claim made against it. NHSRCL will not bound to contest any claim made against it under section-2 sub-section(1) of the said Act except on the written request of the contractor and upon his giving to NHSRCL full security for all cost for which NHSRCL might become liable in consequence of any tendering and such claim.
33	Pg no 26/ para	26.3 In the event of the Engineering being of the opinion that the contractor is not employing on the works a sufficient number of staff and workmen as is necessary for proper completion of the works within the time prescribed, the contractor shall forthwith on receiving intimation to this effect deploy the additional number of staff and labour as specified by the Engineer within seven days of being so required and failure on the part of the contractor to comply with such instructions will entitle the NHSRCL to rescind the contract under Clause 62 of these conditions.	Pg no 31/ para	26.3 In the event of the Engineer being of the opinion that the contractor is not employing on the works a sufficient number of staff and workmen as is necessary for proper completion of the works within the time prescribed, the contractor shall forthwith on receiving intimation to this effect deploy the additional number of staff and labour as specified by the Engineer within seven days of being so required and failure on the part of the contractor to comply with such instructions will entitle the NHSRCL to rescind the contract under Clause 62 of these conditions.
34	Pg no 28/ para	18.1 The Contractor shall comply with the provisions of the contract labour (Regulation and Abolition) Act 1970 and the contract labour (Regulation and Abolition) central rules 1971 as modified from time to time. Whenever applicable and shall also identify the NHSRCL from and against any claims under the aforesaid Act and the Rules.	Pg no 33/ para	18.1 The Contractor shall comply with the provisions of the contract labour (Regulation and Abolition) Act 1970 and the contract labour (Regulation and Abolition) central rules 1971 as modified from time to time. Whenever applicable and shall also indemnify the NHSRCL from and against any claims under the aforesaid Act and the Rules.
35	Pg no 28/ para	18.3 The contractor shall pay to employed by him directly or through sub-contractor the wages as per provision of the aforesaid Act and the Rules wherever applicable. The contractor shall not withstand the provision of the aforesaid Act and Rule wherever applicable. The contractor shall not withstanding the provision of the contract to the country, cause to be paid the wages to labour indirectly engaged on the work including any engaged by his sub-contractor in connection with the said works, as if the labour had been immediately employed by him.	Pg no 33/ para	18.3 The contractor shall pay to employed by him directly or through sub-contractor the wages as per provision of the aforesaid Act and the Rules wherever applicable. The contractor shall not withdraw from the provision of the aforesaid Act and Rule wherever applicable. The contractor shall not withdraw from the provision of the contract to the country, cause to be paid the wages to labour indirectly engaged on the work including any engaged by his sub-contractor in connection with the said works, as if the labour had been immediately employed by him.


s.m.p.d.12


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36	Pg no 28/ para	18.6- The NHSRCL shall not be bound to contest any claim made against it under sub-section (1) of section 20 and sub-section (4) of section 21 of the aforesaid Act accept on the written request of the contractor and upon his giving to the NHSRCL might become liable in contesting such claim. The decision of the NHSRCL regarding the amount actually recoverable from the contractor as stated above shall be final and binding on contractor.	Pg no 34/ para	18.6- The NHSRCL shall not be bound to contest any claim made against it under sub-section (1) of section 20 and sub-section (4) of section 21 of the aforesaid Act except on the written request of the contractor and upon his giving to the NHSRCL might become liable in contesting such claim. The decision of the NHSRCL regarding the amount actually recoverable from the contractor as stated above shall be final and binding on contractor.
37	Pg no 31/ para	30- Treatment Of Contractor's Staff In Railway Hospitals: (GCC Clause 59(6)) The Contractor and his staff, other than laborers and their families requiring medical aid from the Railway Hospital and dispensaries will be treated as private patients and charged accordingly. The Contractors' laborers and their Families will be granted free treatment in Railway Hospitals and dispensaries where no other Hospitals or dispensaries are available provided the Contractor pays the cost of medicines, dressing and diet money according to the normal scale and additional charges for special examinations such as pathological and bacteriological examination, X-Ray, etc. and for surgical operation	Pg no 36/ para	"Deleted"
38	Pg no 31/ para	31- Medical Facilities At Site: (GCC Clause 59(7)) The Contractor shall provide medical facilities at the site as may be prescribed by the Engineer on the advice of the Railway Medical Authority in relation to the strength of the Contractor's resident staff and workmen.	Pg no 36/ para	30. Medical Facilities At Site: (GCC Clause 59(7)) The Contractor shall provide medical facilities at the site as may be prescribed by the Engineer on the advice of the NHSRCL. Medical Authority in relation to the strength of the Contractor's resident staff and workmen.
39	Pg no 32/ para	39- All the available vehicles and equipment of the contractor can be drafted by the NHSRCL Administration in case of accidents/natural calamities involving human lives. The payment for such drafting shall be made according to the rates as shall be fixed by the Engineer. However, if the contractor is not satisfied with the decision of the Engineer in this respect he may appeal to the chief engineer within 30 days of getting the decision of the engineer, supported by analysis of the rates claimed. The Chief Engineer's decision after hearing both the parties in the matter would be final and binding on the Contractor and the NHSRCL.	Pg no 38/ para	38 All the available vehicles and equipment of the contractor can be drafted by the NHSRCL Administration in case of accidents/natural calamities involving human lives. The payment for such drafting shall be made according to the rates as shall be fixed by the Engineer. However, if the contractor is not satisfied with the decision of the Engineer in this respect he may appeal to the CPM/NHSRCL/ADI within 30 days of getting the decision of the engineer, supported by analysis of the rates claimed. The CPM/NHSRCL/ADI decision after hearing both the parties in the matter would be final and binding on the Contractor and the NHSRCL.
40	Pg no 36/ point	" Not Found"	Pg no 41/ point	(v) Above page 77 & 78 will be applicable to this also.
41	Pg no 42/ point	Tenderer(s) is/are requested to quote rates as single percentage for the entire each schedule, If rates are quoted item-wise, in a particular schedule the offer will not be considered.	Pg.no 47/ point	"Deleted"


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