

No- NHSCRL/Mumbai/CPM-2/2018

Date: 25.07.2018

**CORRIGENDUM -1**  
**Corrigendum Summary Sheet**

No.: NHSRCL/MUMBAI/VEHCILE/18-19/03

S.No.	Page No.	Older Version	Revised Version
1.	Pg 6 To be substituted with Pg 6R	Clause 10. 0	Clause Deleted
2.	Pg 10 To be substituted with Pg 10R	Nil	S.no 1.2a , to be added as mentioned in page 10 R
3.	Pg 30  To be substituted with Pg 30R	S.no 26.21 , para 1	Clause 26.21 to be revised as page 30 R attached
4.	Pg 30  To be substituted with Pg 30R	S.No. 26.22	Clause 26.22 to be revised as page 30 R attached
5.	Pg 30 A and Pg 30 B to added	Nil	Security Deposit Clause to be added  Performance Security Clause to added



3.0	Completed original tender documents sealed in an envelope super-scribing the name of work; name of the bidder and address of the tender, shall be submitted at NHSRCL's office at address in Para 1.0 above on or before 15:00 hrs. on <b>10.08.2018</b> . Tender duly sealed in the prescribed manner above can also be sent through Registered Post/Courier so as to reach at the office address given in para 1.0 above <b>not later than 15.00 hrs. on 10.08.2018</b> . Any tender received later than 15:00 hrs. at NHSRCL's office at Mumbai on <b>10.08.2018</b> shall be rejected and returned to the bidder unopened. Earnest Money Deposit of <b>Rs. 58,260/-</b> may be submitted in the form of Pay Order/Demand Draft/Fixed Deposit Receipt payable in favour of M/s National High Speed Rail Corporation Limited at New Delhi. Tender received without Earnest Money Deposit shall be summarily rejected.
4.0	Tender shall be submitted in accordance with the terms of the "Instruction to Tenderers" in the attachment hereto, which forms part of this Notice Inviting Tender.
5.0	Interested eligible bidders who have purchased the bidding document are invited to attend a Pre-Bid meeting to be held on <b>03.08.2018</b> . The venue and time are as follows: <b>Venue: The office of Chief Project Manager-II, National High Speed Rail Corporation Limited, 1104, Eleventh Floor, Tower 2, Indiabulls Finance Centre, Senapati Bapat Marg, Elephinston Road (West), Mumbai - 400 013.</b>  Time: IST 11:00 hrs. Participation in this Pre-Bid meeting is not mandatory. A questionnaire form will be delivered to the Bidder's representatives participating in the Pre-Bid meeting. Answers will be delivered to the representatives of all the Bidders by e-mail.
6.0	National High Speed Rail Corporation Limited reserves the right to cancel the tender before submission/opening of tender, postpone the tender submission/opening date and to accept /reject any or all tenders without assigning any reasons thereof.
7.0	Tenderer may note that they are liable to be disqualified at any time during the tendering process in case any of the information furnished by them is not found to be true. The decision of NHSRCL in this regard shall be final and binding.
8.0	The validity of the offer shall be 90 days from the date of opening of the tender.
10.0	<del>Eligibility Qualification Criteria (EQC): The Eligibility Qualification Criteria for Company to bid in this tender is as below:</del> <del>Tenderer must be a registered firm having license to operate business of Road Transportation.</del>

**NATIONAL HIGH SPEED RAIL CORPORATION LIMITED**  
Chief Project Manager - II,  
National High Speed Rail Corporation Limited,  
1104, Eleventh Floor, Tower 2, Indiabulls Finance Centre,  
Senapati Bapat Marg, Elephinston Road (West),  
Mumbai - 400 013.



Signature of Tenderer

**Instructions to Tenderers (ITT)**

A.	INTRODUCTION
1.0	<u>General</u>
1.1	Name of the Work: As indicated in 'Appendix to Tender. i.e. "Tender for hiring of vehicle for Mumbai - Ahmedabad high speed railway project in Maharashtra."
1.2	<p>The bidder should accompany the following documents duly sealed in the tender envelope:</p> <ul style="list-style-type: none"> <li>i) Attested copies of Affidavit for sole proprietorship / partnership deed / memorandum and Articles of Association along with details pertaining to place of registration, principal place of business of the firm, etc.</li> <li>ii) Attested copy of power of attorney on non judicial stamp paper of appropriate value of the signatory of bid on behalf of the tenderer.</li> <li>iii) Earnest Money Deposit of Rs. 58,260/- may be submitted in the form of Pay Order/Demand Draft/Fixed Deposit Receipt payable in favour of M/s National High Speed Rail Corporation Limited at New Delhi. Tender received without Earnest Money Deposit shall be summarily rejected.</li> <li>iv) Attested copy of Goods and Service Tax Registration (as applicable) &amp; PAN Card.</li> <li>v) Details of deployment of resources i.e. vehicle.</li> <li>vi) Copies of the work completion certificates duly attested from the clients for having completed works of similar nature should be as per enclosed format.</li> <li>vii) The work experience certificate of works executed on back to back basis / Sub-let works shall not be considered.</li> <li>viii) List of vehicles owned by the tenderer.</li> <li>ix) List of permanent drivers and staff employed by the tenderer.</li> </ul> <p>Complete documentary evidence should be submitted by bidder.</p>
<b>1.2 a</b>	<b><u>The Bidder is expected to directly own the vehicle proposed under the respective tender and no sub letting of the work is expected.</u></b>
1.3	The work is proposed to be executed under the following relationship:
a)	Client: National High Speed Rail Corporation Limited, 1104, Eleventh Floor, Tower 2, Indiabulls Finance Centre, Senapati Bapat Marg, Elephinston Road (West), Mumbai - 400 013.
b)	Employer: National High Speed Rail Corporation Limited address as above.
c)	Contractor: The successful Tenderer to whom the work is awarded shall become the Contractor who will execute the work.



	<p>replace the driver permanently in case of non-compliance.</p> <p>Contractor has to submit the "POLICE VERIFICATION" of the driver within 15days after award of contract.</p> <p>In case driver is required to stay overnight at a place other than the normal headquarter of the vehicle, payment will be made as per BOQ. However, working hours will be counted only up to the time when the vehicle is in use before the driver is permitted to take rest.</p> <p>NHSRCL will not provide any accommodation to driver. Driver himself shall arrange Boarding / Lodging. In case, the reporting place of duty is located far off, necessary arrangement in the nearby areas will be made by Contractor / service provider for housing of driver and parking of the vehicle so that the same is available at short notice. In general driver, along with the vehicle, may be required to report at the residence of the officer using the vehicle and which may be either in Mumbai, Navi Mumbai or suburban areas of Mumbai such as Vasai-Virar, Mira Bhayander, Palghar, Dahanu &amp; DNH etc. No change of driver/s shall be allowed without prior permission of NHSRCL.</p> <p>Regulatory verification of driver's conduct/ character/ antecedent as required are sole responsibility of the contractor.</p> <p>The base station of the vehicle can be different and would be decided by NHSRCL from time to time.</p> <p>The agency should strictly comply all the labour laws. NHSRCL shall not be responsible for any violation.</p>														
26.21	<p><b>RATES:</b></p>														
	<p><b><u>The rates quoted by firm and accepted by NHSRCL shall be firm and final for first twelve months from the date of opening of Tender / Negotiation</u></b></p> <p><b><u>For items NS1 Diesel variation clause shall be applicable involving ACTUAL running Kilometers clocked by vehicles. The basis for calculation of variation in Diesel prices shall be as : Diesel price Variation in rs per Km = {(New diesel Price in Rs per Litre)-(Diesel Price on date of award)}/(Mileage in Km per Litre for vehicle). Mileage for Innova/Ertiga is considered as 12 Km per Litre for calculation basis only. Base diesel price shall be taken as per actuals on the date of award</u></b></p> <p>GST as admissible shall be reimbursed/paid on submission of documentary evidence as per applicable Rules &amp; Provisions.</p> <p>Applicable taxes shall be deducted at source as per extant rules.</p>														
26.22	<p><b>PENALTY:</b></p> <p>The Penalty for some of the defaults is as under:</p> <table data-bbox="279 1556 1101 1859"> <tr> <td>Late Reporting</td> <td>: Rs. 100/- Per Day</td> </tr> <tr> <td>Non Reporting</td> <td>: Rs. 500/- Per Day</td> </tr> <tr> <td><b>Vehicle provided not as specification</b></td> <td><b>: Rs. 500/- Per Day</b></td> </tr> <tr> <td>Refusal of Duties</td> <td>: Rs. 500/- Per instance</td> </tr> <tr> <td>Non Observation of Dress Code</td> <td>: Rs. 100/- Per instance</td> </tr> <tr> <td>Changes of drivers without Prior intimation/ Providing</td> <td></td> </tr> <tr> <td>Improper drivers</td> <td>: Rs. 500/- Per instance.</td> </tr> </table> <p>In case of Non-reporting the per day rent of Vhicle on pro-data basis will be deducted apart of the above penalty. <b><u>If vehicle is hired by NHSRCL officials for performing duties from open market, the charges will be recovered from the Bill of Tenderer.</u></b></p>	Late Reporting	: Rs. 100/- Per Day	Non Reporting	: Rs. 500/- Per Day	<b>Vehicle provided not as specification</b>	<b>: Rs. 500/- Per Day</b>	Refusal of Duties	: Rs. 500/- Per instance	Non Observation of Dress Code	: Rs. 100/- Per instance	Changes of drivers without Prior intimation/ Providing		Improper drivers	: Rs. 500/- Per instance.
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26.23

**Security Deposit**

The Earnest Money deposited by the Contractor with his tender will be retained by the NHSRCL as part of security for the due and faithful fulfillment of the contract by the contractor. The balance to make up the Security Deposit, the rates for which are given below, may be deposited by the Contractor in cash or may be recovered by percentage deduction from the Contractor's "on account" bills. Provided also that in case of defaulting contractor, the Railway may retain any amount due for payment to the Contractor on the pending "on account bills" so that the amounts so retained may not exceed 10% of the total value of the contract.

Recovery Of Security Deposit : Unless otherwise specified in the Special Conditions, if any, the Security Deposit/rate of recovery/mode of recovery shall be as under :

- (a) Security Deposit for each work should be 5% of the contract value,
- (b) The rate of recovery should be at the rate of 10% of the bill amount till the full Security Deposit is recovered,
- (c) Security Deposits will be recovered only from the running bills of the contract and no other mode of collecting SD such as SD in the form of instruments like BG (except Note (ii) below); FD etc. shall be accepted towards Security Deposit

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

Note -

- a) After the work is physically completed, Security Deposit recovered from the running bills of a contractor can be returned to him, if he so desires, in lieu of FDR/irrevocable Bank Guarantee for equivalent amount to be submitted by him.
- b) Maintenance period - Nil
- c) No interest will be payable upon the Earnest Money and Security Deposit or amounts payable to the Contractor under the Contract, but Government Securities deposited in terms of Sub-Clause (1) of this clause will be payable with interest accrued thereon.

26.24

**Performance Guarantee:**

The procedure for obtaining Performance Guarantee is outlined below :

- (a) The successful bidder shall have to submit a Performance Guarantee (PG) within 30 (thirty) days from the date of issue of Letter Of Acceptance (LOA). Extension of time for submission of PG beyond 30 (thirty) days and upto 60 days from the date of issue of LOA may be given by the Authority who is competent to sign the contract agreement. However, a penal interest of 15% per annum shall be charged for the delay beyond 30

(thirty) days, i.e. from 31st day after the date of issue of LOA. In case the contractor fails to submit the requisite PG even after 60 days from the date of issue of LOA, the contract shall be terminated duly forfeiting EMD and other dues, if any payable against that contract. The failed contractor shall be debarred from participating in re-tender for that work.

(b) The successful bidder shall submit the Performance Guarantee (PG) in the form of Irrevocable Bank Guarantee amounting to 5% of the contract value:

(c) The Performance Guarantee shall be submitted by the successful bidder after the Letter Of Acceptance (LOA) has been issued, but before signing of the contract agreement. This P.G. shall be initially valid upto the stipulated date of completion plus 60 days beyond that. In case, the time for completion of work gets extended, the contractor shall get the validity of P.G. extended to cover such extended time for completion of work plus 60 days.

(d) The value of PG to be submitted by the contractor will not change for variation upto 25% (either increase or decrease). In case during the course of execution, value of the contract increases by more than 25% of the original contract value, an additional Performance Guarantee amounting to 5% (five percent) for the excess value over the original contract value shall be deposited by the contractor.

(e) The Performance Guarantee (PG) shall be released after physical completion of the work based on 'Completion Certificate' issued by the competent authority stating that the contractor has completed the work in all respects satisfactorily. The Security Deposit shall, however, be released only after expiry of the maintenance period and after passing the final bill based on 'No Claim Certificate' from the contractor.

(f) Whenever the contract is rescinded, the Security Deposit shall be forfeited and the Performance Guarantee shall be encashed. The balance work shall be got done independently without risk & cost of the failed contractor. The failed contractor shall be debarred from participating in the tender for executing the balance work. If the failed contractor is a JV or a Partnership firm, then every member/partner of such a firm shall be debarred from participating in the tender for the balance work in his/her individual capacity or as a partner of any other JV /partnership firm.

