National High Speed Rail Corporation Limited (NHSRCL)



(A Joint Sector Company of Govt. of India and Participating State Governments)

TENDER FOR SUPPLY OF ONE SURVEY TEAM FOR MUMBAI - AHMEDABAD HIGH SPEED RAILWAY PROJECT AT SURAT SECTION (CH-156.600 TO 393.700).

Tender No.: NHSRCL(ST)/MA/AD/04/Survey/02/2018

VOLUME - I

TENDER DOCUMENT

(Top Sheet, Notice Inviting Tender, Form of Bid, Appendix to Tender, Instruction to Tenderer/s, TOR, BOQ)

August-2018

National High Speed Rail Corporation Limited Office No. 104, 3rd Floor, Someshwar Square, Near Someshwar Enclave, Vesu, Surat-395007.



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TOP SHEET

No: NHSRCL(ST)/MA/AD/04/Survey/02/2018

Name of services

Tender for supply of one survey team for Mumbai

- Ahmedabad high speed railway project at Surat

section (Ch.156.000 to Ch393.700)

Cost of Tender

Document

Rs. 5000.00 (Rupees Five Thousand only) plus

GST @18%.

Earnest Money

Rs 42000.00 (forty-two thousand only)

Estimated Cost

Rs. 2,088,000.00

Completion

Period

12 (Twelve) months

Date

of

10.09.2018 at 1500 hrs.

Submission

Date of opening

Technical Bid

10.09.2018 at 1530 hrs.

National High Speed Rail Corporation Limited Office No. 104, 3rd Floor, Someshwar Square, Near Someshwar Enclave, Vesu, Surat-395007.



<u>SECTION - I</u> NOTICE INVITING TENDER (NIT)



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



NO.: NHSRCL(ST)/MA/AD/04/Survey/02/2018

NOTICE INVITING TENDER

(Single Stage Two Envelopes Bidding)

Sub: Tender for supply of one survey team for Mumbai - Ahmedabad high speed railway project at Surat section (Ch.156.600 to Ch. 393.700).

1.0 Chief Project Manager, National High Speed Rail Corporation Limited, Office No. 104, 3rd Floor, Someshwar Square, Near Someshwar Enclave, Vesu, Surat-395007 invites sealed Tender on Single Stage, Two Envelopes Bidding on prescribed forms for the above mentioned work.

S No.	Name of Services	Time & Date of Submission	Earnest Money Deposit (Rs.)	Completion Period
1	Tender for supply of one survey team for Mumbai - Ahmedabad high speed railway project at Surat section (Ch.156.600 to Ch393.700).	Up to 1500 Hrs on 10/09 /2018	Rs. 42000.00 (forty two thousand only)	12 (Twelve) Months

,	
2.0	Tender document can be downloaded from the website. However a non-refundable fee of Rs 5,000.00 (Rupees Five Thousand only) plus GST @ 18%, in the form of DD or banker's cheque from any Nationalized or Scheduled Indian Bank in favour of "National High Speed Rail Corporation Limitrd" is to be submitted along with the tender document as tender cost.
3.0	Completed original tender documents and one copy each sealed in an envelope super-scribing the name of work; name of the bidder and address of the tenderer, shall be submitted at NHSRCL's office at address in Para 1.0 above on or before 1500 hrs. on 10.09.2018. 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 not later than 1500 hrs. on 10/09/2018. Any tender received later than
	1500 hrs at NHSRCL's office at Surat on 10.09.2018 shall be rejected an



	returned to the bidder unopened. Earnest Money Deposit of Rs. 42000.00 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 here to, 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 02/09/2018 . The venue and time are as follows:
	Venue: The office of Chief Project Manager, National High Speed Rail Corporation Limited, Office No. 104, 3rd Floor,Someshwar Square, Near Someshwar Enclave,Vesu, Surat-395007
	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	Only Technical Bid will be opened in the presence of Bidders representatives who choose to attend at 3.30 PM (IST 15:00 Hrs) on 10/09/2018 at the office of:
	Venue: The office of Chief Project Manager, National High Speed Rail Corporation Limited, Office No. 104, 3rd Floor, Someshwar Square, Near Someshwar Enclave, Vesu, Surat-395007
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.
9.0	The tender document can be downloaded from website



10.0 Eligibility Qualification Criteria (EQC): The Eligibility Qualification Criteria for Company to bid in this tender is as below:

The bidder should have requisite and proven experience of handling similar works in the past for atleast 05 (Five) years from the date of opening of the bid.

The bidder should have technically qualified team of Surveyor(s) with requisite work experience for the proposed survey work, Cadastral Survey & DGPS Survey.

The bidder should have latest and updated calibrated survey equipments and associated accessories as per scope of work.

The bidders are required to provide relevant documents/data sheets etc along with their bids in support of their justification for the EQC.

NATIONAL HIGH SPEED RAIL CORPORATION LIMITED

Chief Project Manager, National High Speed Rail Corporation Limited, Office No. 104, 3rd Floor, Someshwar Square, Near Someshwar Enclave, Vesu, Surat-395007



SECTION-II FORM OF BID



FORM OF BID

NATIONAL HIGH SPEED RAIL CORPORATION LIMITED Acting through

Chief Project Manager, National High Speed Rail Corporation Limited, Office No. 104, 3rd Floor, Someshwar Square, Near Someshwar Enclave, Vesu, Surat-395007

I/We,have read the various to	(Name and address of the Tenderer) erms and conditions of the tender documents attached
herewith duly signed by	me/us and agree to abide by the same. I/We also agree n for acceptance for a period of 90 days from the date
above factors and we of team for Mumbai - Ahn (Ch.156.600 to Ch. 393 hereby bind ourselves to	ates in the Bill of Quantities taking into account all the fer to do the work "Tender for supply of one survey nedabad high speed railway project at Surat section 3.700)" quoted in the attached Bill of Quantities and complete the work in all respects within time schedule ments from the date of issue of letter of acceptance or
of Acceptance along w	at until a formal Contract Agreement is executed, Letter with all tender documents shall constitute a binding and National High Speed Rail Corporation Limited.
Thanking you,	
Yours faithfully,	
Signature	in capacity of
duly a	authorised to sign bids for and on behalf of:
(In Block capital letters)	
Date this	_ day of 2018



Dear Sir,

SECTION-III INSTRUCTIONS TO Tenderer (ITT)



Instructions to Tenderers (ITT)

A. INTRODUCTION

1 General

- 1.1 Name of the Work: As indicated in 'Appendix to Tender'. i.e. "Tender for supply of one survey team for Mumbai Ahmedabad high speed railway project at Surat section section (Ch.156.600 to Ch. 393.700)."
- 1.2 The bidder should accompany the following documents duly sealed in the tender envelope:
 - 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.
 - Attested copy of power of attorney on non judicial stamp paper of appropriate value of the signatory of bid on behalf of the tenderer.
 - iii) Earnest Money Deposit of **Rs. 42000/-** 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.
 - iv) Attested copy of PF Registration Certificate, Goods and Service Tax Registration (as applicable) &PAN Card.
 - v) Details of deployment of resources.
 - 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.
 - vii) The work experience certificate of works executed on **back to back basis** / **subletted** works shall not be considered.
 - viii) List of plant, equipment and machinery owned by the tenderer.
 - ix) List of permanent technical personnel employed by the tenderer.

Complete documentary evidence should be submitted by bidder.

- The work is proposed to be executed under the following relationship:
- a) Client: National High Speed Rail Corporation Limited, Office No. 104, 3rd Floor, Someshwar Square,



Near Someshwar Enclave, Vesu, Surat-395007.

- 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 provide survey team(s) for the execution of the work.
- 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 inter alia includes provisioning of 01 (One) Survey Team for Twelve (Twelve) months (at Surat) with a provision of further extension of 6 (six) months on existing terms & conditions to be mutually agreed by the two sides. The team shall undertake DGPS Survey & Detailed Survey, Cadastral Survey, with Total Station Survey activities at CPM (Chief Project Manager) location namely Surat section(**Ch.156.600 to Ch393.700**).

Team at any given point of time shall consist of a minimum of 01 (One) Surveyor along with 02 (Two) Assistants with requisite experience for carrying out the survey task along with all survey equipments and accessories to do Cadastral Survey, DGPS Survey, Total Station Survey with levelling work using Auto-level.

The Contractor shall use duly calibrated Cadastral Survey equipment, DGPS equipment & Detailed Survey with Total Station Survey DGPS equipment, Auto Level and Total Station Equipment of reputed make along with all other accessories required for the survey. The contractor shall submit a calibration certificate from the manufacturer or his authorized service agent for the total station equipment. The date of calibration certificate shall not be earlier than 3 months from the date of start of work and calibration certificate to be valid during the period of contract.

The Contractor shall report to the client on day-to-day basis and shall provide the necessary supervision & assistance from the back-office on an as-need basis in regards to processing of data and preparation of autocad drawings. The Contractor is also required to develop and process the survey data in an autocad form.

1.6 **Technical Bid Evaluation Criteria:** Technical Bid evaluation criteria for selection of agency for carrying out Survey have been divided into 3 components and marks to be awarded under each of the evaluation criteria.



- (i) The Bidder's Assets (equipment and technically qualified manpower): The bidder is required to submit the list of equipment & associated accessories in their posession with updated calibration details and expected to be utilised for the proposed survey. The bidder is also required to submit detailed Curriculum Vitae (CV) clearly bringing out the details w.r.t personal particulars, surveyors qualification(s), work experiences of the surveyor(s) and assistants to be deployed for the proposed work. The essential qualification criteria for surveyor is Diploma in Surveying.
- (ii) Bidder's Credentials Annual Turn Over & Work Experience (of similar projects handled) in the past 05 Yrs.
- (iii) Work plan and methodology in response to the Terms of Reference

1.7 NIT Response:

The NIT Response must be properly signed as detailed below:

By the proprietor in case of a proprietary firm.

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 Tender).

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 shall accompany the Tender).

By ROC nominated directors of the company in the case of a private limited company.

- 1.8 Tenderers 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.
- 1.9 A Tenderer shall submit only one bid in the capacity of an Individual or Sole Proprietor, Partnership firm or Company. Violation of this condition is liable to a Tenderer's disqualification.

2.0 Rates / Prices/Costs

The rates shall be offered in the enclosed "Bill of Quantity" (BOQ). The rates shall include cost of all activities, wages, all allowances and benefits, payment towards entitled medical and annual leave, PF & PF contributions, incidental costs, insurance (as applicable) along with all taxes, GST, duties, expenditures etc. as applicable, as per the description in scope of work and services and BOQ.



B BIDDING DOCUMENTS

3.0 Content of bidding documents

- 3.1 The bidding documents include the following:
 Notice Inviting Tender (NIT)
 Instruction to Tenderer(ITT)
 Appendix to Tender
 Form of Bid
 Terms of References (ToR)
 Bill of Quantites
- 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 their 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 AND AMENDMENT OF TENDER 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.
- 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 tender that the Tenderer is deemed to have visited the site and satisfied himself with all the conditions prevailing including any difficulties for executing the work.
- At any time prior to the deadline for submission of bids, Employer may for any reason whether at its own initiative or in response to any request by any prospective bidder amend the bidding documents by issuing Corrigendum, which shall be part of the Tender documents. The amendment shall also be published in NHSRCL website.



5.4 Employer may at its discretion extend the deadline for submission of the bids at any time before the time of submission of the bids and the same will be published in NHSRCL website.

C PREPARATION OF BIDS

6.0 Language of Bid

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

7.0 Signing of all Bid Papers and Completing Bill of Quantites

- 7.1 All the pages of the tender documents, Bill of Quantities and accompanying documents must be properly stamped and signed by the authorized signatory holding the Power of Attorney on each page. (The bidder is to enclosed a copy of Power of Attorney).
- 7.2 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. In case of any discrepancy, the unit rate mentioned in respective column for rate and the amount mentioned for lump-sum items shall be taken as final and binding.
- 7.3 The bidder must fill and submit the prices as per instructions given in Bill of Quantities. He shall not make any addition or alteration.
- 7.4 Any overwriting, erasures or cancellations shall only be valid, if they are initialed by the signatory (ies) to the bid.

8.0 DEVIATIONS

The bidder should clearly read and understand all the terms and conditions, specifications, drawings etc. mentioned in the original tender documents. If the Tenderer has any observations, the same may be indicated in his forwarding letter along with the tender. The Tenderer is advised not to make any corrections, additions or alterations in the original bid documents. If bidder makes any correction in his own entries the same shall be initialed and stamped by him. If this condition is not complied with, bid is liable to be rejected.

9.0 Period of Validity of the Tender

9.1 The tender shall remain valid for the period indicated in "Appendix to Tender" after the date of the opening of the tender. If the Tenderer gives validity period less than that fixed/prescribed by Employer, the tender shall be liable to be rejected.



- 9.2 Notwithstanding the above clause, Employer may solicit the Tenderers' consent to an extension of the validity period of the tender. The request and the response shall be made in writing.
- D SUBMISSION OF BIDS:
- 10.0 Deadline for submission of tender
- The tender duly filled must be received by Employer at address specified not later than the date and time as mentioned in the "Notice Inviting Tender".
- 10.2 Any tender related documents received later than the deadline prescribed for submission of tender by Employer shall be rejected.
- Tender brought to the office of Employer later than the deadline prescribed but before the opening time mentioned in the bidding document shall be declared as delayed tender and may be considered by Employer and decided on its merits. The decision of the Employer shall be final and binding.
- 10.4 Any Tender received after closing of the tender shall be rejected and returned unopened to the Tenderer.

11.0 WITHDRAWAL OF TENDER

- 11.1 No tender can be withdrawn after submission and during tender validity period.
- Submission of a tender by a Tenderer implies that he had read all the tender 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.
- 12.0 Sealing and Marking of tender document.
- The bidder shall submit the tender in original and one copy each sealed separately in two packets as under. Both these envelopes shall be sealed in a separate envelope superscribing the name of work, due date and time of submission of the tender, name and address of the bidder and address of the tender.

Envelope 1:- TECHNICAL BID consisting of Earnest Money, all documents as mandated in the tender document. The bidder shall also submit one set of tender documents each page signed and stamped along with their bid. Each page of the above documents including all tender documents should bear the dated initials of the Tenderer along with the seal of the Company, in token of confirmation of having understood the Contents.



Envelope 2: - FINANCIAL BID consisting of Bill of Quantities should be signed by the Tenderer along with the seal of the company. In the last page of Financial Bid, at the end, the Tenderer should sign in full with the name of the Company, Seal of the Company and Date.All rates and amounts, whether in figures or words, must be written in indelible ink. Each Correction, Cutting, Addition and Overwriting should be initialed by the Tenderer.

13.0 TRANSFER OF TENDER DOCUMENTS

Transfer of **Tender documents** purchased by one intending Tenderer to another Tenderer is not permissible. Tenderer can submit tender only on the documents purchased by him.

14.0 EARNEST MONEY DEPOSIT

Earnest Money Deposit

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

- a) Pay Order/Demand Draft of any Scheduled Bank in India in favour of National 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).
- b) Fixed Deposit Receipt issued by any Scheduled Bank in India endorsed in favour of National High Speed Rail Corporation Limited payable at New Delhi.
- No interest shall be allowed on Earnest Money Deposit.

For the successful Tenderer, earnest money will be retained as part of the security deposit.

Forfeiture of Earnest Money:

The Earnest Money of the successful Tenderer is liable to be forfeited if he fails to:

sign the Contract Agreement in accordance with the terms of the tender, or

Commence the work within the time period stipulated in the tender.

In case of forfeiture of EMD, the Tenderer shall be debarred from bidding in case of re-invitation of the tenders.

Return of Earnest Money:

The Earnest Money of the unsuccessful Tenderers in the form of FDR shall be discharged and returned as promptly as possible and

Signature of Tenderer/s



the Earnest Money in the form of DD/Pay Order shall be directly credited to his bank account through Electronic Fund Transfer, under advice to the bidder.

15.0 PERIOD OF VALIDITY OF THE TENDER

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

16.0 SUBMISSION OF TENDERS

The tender shall be submitted on or before the due date and time with all the relevant documents as mentioned in the tender documents and the following:

Forwarding letter of the Tenderer.

Documents as per checklist (As Per Annexure "I" of Instruction to Tenderer)

The Bill of Quantities(BOQ) with price quoted.

Care in Submission

Before submitting the tender, the Tenderer/s will be deemed to have satisfied himself by his actual inspection of the site, climatic condition records from state government and/or Indian Meteorological Department and the locality of the works that all conditions liable to be encountered during execution of the works are taken into account and that the rates quoted by the Tenderer/s in the tender schedule are adequate and all-inclusive for the completion of works to the entire satisfaction of the Engineer in charge.



E. BID OPENING AND EVALUATION

OPENING OF THE TENDER

- 17.1 Tenders (Technical Bid) will be opened at the address mentioned in "Notice Inviting Tender" in presence of Tenderers or authorized representatives of Tenderers who wish to attend the opening of tenders. Physical presence during Bid opening is optional.
- 17.2 Tenderers or their authorized representatives who are present shall sign register in evidence of their attendance.
- 17.3 Tenderers 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 bid opening.

18.0 CLARIFICATION OF THE TENDERS

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

19.0 Negotiation

The Employer / Engineer reserves the right to negotiate the offer submitted by the Tenderer/s to withdraw certain conditions or to bring down the rates to a reasonable level. The Tenderer must note that during negotiation of rates of items of BOQ can only be reduced and not increased by the Tenderer. In case the Tenderer 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 Tenderer called for negotiation should furnish the following form of declaration before the commencement of negotiation.

declare that in	the ev	ent of fail	ure of co	ontemp	olated ne	gotiati	ons
relating			to		Tender		
acceptance o		original				open	for



Signature of Tenderer/s

20.0 Evaluation of Bid.

- The Employer shall examine the bids to determine whether they are complete, whether copy of all relevant documents have been received not later than the prescribed date and time for bid submission and generally in order.
- Arithmetical errors shall be rectified on the following basis. If there is a discrepancy between the unit price and the total price, which is obtained by multiplying the unit price and quantity, or between subtotals and the total price, the unit or subtotal price shall prevail, and the total price shall be corrected.
- Prior to the detailed evaluation, Employer shall determine whether each bid is of acceptable quality, is generally complete and is substantially responsive to the bidding documents. For purposes of this determination, a substantially responsive bid is one that conforms to all the terms, conditions and specifications of the bidding documents without material deviations, objections, conditionality or reservation. A material deviation, objections, conditionality or reservation is one:

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

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

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

In case of tenders containing any conditions or deviations or 20.4 reservations about contents of tender document, Employer may ask for withdrawal of such conditions/deviations/reservations. If the does not withdraw such conditions/deviations/ Tenderer reservations, the tender shall be treated as non-responsive. responsiveness Employer's decision regarding or responsiveness of a tender shall be final and binding.

21.0 Canvassing

No Tenderer is permitted to canvass to Employer on any matter relating to this tender. Any Tenderer found doing so may be disqualified and his bid may be rejected.



22.0 RIGHT TO ACCEPT ANY TENDER OR REJECT ALL TENDERS

Employer/Engineer reserves the right to accept, split, divide, negotiate, cancel or reject any tender or to annul and reject all tenders at any time prior to the award of the contract without incurring any liability to the affected Tenderers or any obligation to inform affected Tenderer, the grounds of such action.

23.0 AWARD OF CONTRACT

- 23.1 Employer/Engineer shall notify the successful Tenderer in writing by a Registered Letter/Courier/ Speed Post/FAX or per bearer that his tender has been accepted.
- Letter of Acceptance after it is signed by the Contractor in token of his acceptance shall constitute a legal and binding contract between Employer/Engineer and the Contractor till such time the contract agreement is signed. The contract agreement is to be signed within 30 days from the date of issue of letter of acceptance. The Contractor shall have the Agreement stamped at the Stamping Officer and bear the cost in relation thereto.

24.0 STANDARD OF SERVICE (S)

Tenderer shall carry out the services in conformity with the generally accepted norms and sound standards of engineering / architect. Tenderer shall be responsible for the services rendered. In case of any deficiency or otherwise Tenderer shall promptly correct the same.

The Contractor shall indemnify and save harmless NHSRCL from and against all actions, suit proceedings losses, costs, damages, charges, claims and demands of every nature and description brought or recovered against NHSRCL by reason of any act or omission of the Contractor, his agents or employees, in the execution of the works or in his guarding of the same. All sums payable by way of compensation under any of these conditions shall be considered as reasonable compensation to be applied to the actual loss or damage sustained, and whether or not any damage shall have been sustained.



25.0 COMPLETION OF WORK (S)

After completion of the work by the contractor, Tenderer shall handover the work to NHSRCL and NHSRCL will issue a certificate of taking over of that work. As per the requirement, NHSRCL can also take over partly completed work. Date of Completion (DOC) of completed work (contract wise) shall be the date of completion for Tenderer as well. In case, some parts of project are completed and taken over by NHSRCL for operations, the date of taking over of such part shall be the date of completion of that part even if certificate is not issued by NHSRCL. For the completed structures which are not put to use by NHSRCL immediately after completion, the date of completion of the contract with the contractor shall be the date of completion for Tenderer as well. Once any work is put to its intended use by NHSRCL, the same shall be treated as completed from the date of start of its use.

26.0 TERMINATION

Notwithstanding anything otherwise contained in the agreement, if the NHSRCL, for any reason whatsoever, is unable or unwilling to complete the works or is compelled to postpone the project for a considerable period, the "NHSRCL" shall be entitled to terminate agreement or the order of a particular work upon three months' written notice to Tenderer. Tenderer shall deliver to the NHSRCL all documents prepared by Tenderer in connection with the work. Tenderer shall be paid as per payment terms for the works executed by them till date of termination and for the part of work done for which payment stage not reached on proportional basis.

27.0 INSURANCE

Tenderer shall arrange for any payment of the cost of Personal Accident Insurance in respect of their employee(s) & equipments at site assigned to the Project site for performance of the obligations under the conditions of agreement.

28.0 PATENTS:

No patented or patent pending articles, methods or device shall be used or supplied in connection with the work or incorporated in the work without the prior written approval of the NHSRCL, if the terms of purchase involve or require the payment of any license fee or royalty in addition to the purchase price, and do not contain patent indemnification in a form satisfactory to



NHSRCL. Tenderer shall not publish any/article or photograph relating to project without written consent NHSRCL.

29.0 LAWS GOVERNING AGREEMENT

Disputes, controversies or differences of any kind whatsoever which may arise between the parties, out of or in relation to or in connection with the consultancy agreement, or for the breach thereof including claims or questions as to damages shall be settled between the parties by doing utmost, in a fair and amicable manner, in a spirit of mutual co-operation. Notwithstanding such efforts, in case the dispute shall not be settled/resolved by mutual co-operation, all disputes of differences whatsoever arising between the parties out of or in relation to the construction meaning and operation or effect of this contract of the breach thereof shall be settled in accordance with the DPE guidelines in this regard.

30.0 FORCE MAJEURE

War, invasion, revolution, riots, sabotage, lockouts, strikes, work shutdowns imposed by Government Acts it legislature or other authorities stoppage in supply of materials fuel or electricity, breakdowns of machinery, act of God, epidemics, fires, earthquakes, floods, unprecedented rains, explosions accidents, sea navigation blockages or any other acts or events whatsoever which are beyond reasonable control of Tenderer and which shall directly or indirectly prevent completion of the project within the time specified in the agreement, will be considered Force Majeure.

Tenderer shall be granted necessary extensions to cover the delay as caused by Force Majeure without any financial repercussions.



Annexure-I

Documents to be submitted by Tenderer/s

The documents required under the tender conditions for submission along with the tender are listed below. The Tenderer/s are advised to examine the various conditions and submit his/their offer with following details.

- i. Bidders Information
- ii. Statement of Works in Progress (WIP)
- iii. Undertaking by Bidder
- iv. Original Power of Attorney signing the Tender Documents.
- v. Tender Document Volume-I duly signed & stamped in all pages
- vi. Tender Document Volume II Bill of Quantities duly filled in all respects, signed & stamped in all pages.
- vii. Details regarding Registration of Company, Partnership Deed, Articles of Association, Registration under Labor Law and registration under Sales Tax Act.

All the documents shall be submitted in one packet in accordance with Notice Inviting Tender.



SECTION-IV APPENDIX TO TENDER



APPENDIX TO TENDER

Tender Notice No.	Tender No.: NHSRCL(ST)/MA/AD/04/Survey /02/2018
Name of the Services	TENDER FOR SUPPLY OF ONE SURVEY TEAM FOR MUMBAI - AHMEDABAD HIGH SPEED RAILWAY PROJECT AT SURAT section (Ch.156.600 to Ch. 393.700)
Client	National High-Speed Rail Corporation Limited, New Delhi
Tender to be submitted / deposited / addressed (if it is sent by Post) to the office of	Chief Project Manager, National High Speed Rail Corporation Limited, Office No. 104,3rd Floor, Someshwar Square, Near Someshwar Enclave, Vesu, Surat-395007
a) Earnest Money Deposit	Rs. 42000/-
b) Completion period	12 (Twelve) months
c) Date and time of submission of tender	On 10.09.2018 up to 1500 hrs
d) Date and time of opening of Technical Bid	On 10.09.2018 at 1530 hrs
e) Validity of Offer	90 days from the date of opening of tender
f) Scope of Work	Refer Clause 1.5 of Section III, ITT



SECTION-V TERMS OF REFERENCE (TOR)



1. General Information of the Project:

NHSRCL is implementing 508 Km long Mumbai-Ahmedabad High Speed Railway Project (hereinafter called as Project) starting from Bandra Kurla Complex in Maharashtra and terminating at Sabarmati in Gujarat. The Project would be developed with the use of Japanese high-speed rail technology (i.e. Shinkansen system).

A GENERAL OBLIGATION

1.0 SUB-CONTRACTING: -Not Applicable

2.0 Laws Governing the Contract

2.1 The contract shall be governed by the laws in force in Maharashtra & Gujrat.

3.0 MOBILISATION ADVANCE

3.1 No mobilization Advance shall be paid by NHSRCL.

4.0 PRICE ADJUSTMENT AND ESCALATION

4.1 Price adjustment permissible only for the labour employed by the Contractor at site. Any adjustment in this regard shall be based on the Consumer Price Index (CPI) for the Workers/Labourers published by the Labour Dept. from time to time.

5.0 Personnel

- 5.1 The contractor shall engage qualified and competent technical survey team as specified in the scope of work & services under "Appendix of Tender"
- 5.2 If NHSRCL finds unsatisfactory performance with any of the surveyor deployed by the Contractor, then necessary action shall be taken immediately by the Contractor for replacement of the surveyor within thirty (30) days of such request by NHSRCL.
- 5.3 The actual staff requirement/ deployment will be approved by NHSRCL. Only such personnels whose C.V. are approved by NHSRCL shall be engaged by the Contractor.
- 5.4 NHSRCL shall make arrangement for provisioning of pegs and other materials during the survey. However, the responsibility of fixing and their correctness and accuracy lies with the surveyor.



6.0 Transportation

Contractor shall make arrangement for 4-wheel drive utility vehicle for transport of survey team along with facility of transporting materials to site for surveying works.

7.0 Working Hours

7.1 The working hours should be from 9.30 am to 6.00 pm, for six days in a week i.e. from Monday to Saturday.

8.0 Annual Leave

8.1 All the survey team personnel are entitled to Twenty (20) days annual leave and if less than twelve (12) months contract, leave will be prorated accordingly. All candidates will also be entitled to observe National and State Public Holidays during the contract period.

9.0 Medical and Personal Accident Insurance

9.1 Medical and Personal Accident Insurance of the candidate will be borne by the Contractor.

10.0 Payment Terms

- 10.1 Survey Team/Workers payment of wages, all allowances and benefits, leave entitlement, EPF Contributions, insurance (as applicable) etc., shall be the Contractors' responsibility as per the Acts prevailing in India and Local Authority.
- 10.2 Payment shall be released to Contractor on monthly basis, on submission of monthly running account bill duly certified by CPM. All taxes, GST & duties shall be paid extra at actual on submission of documentary proof by the contractor.
- 10.3 All measurements and quantities shall be expressed in units as defined in "Bill of Quantities"
- 10.4 All payment to the Contractor shall be made through RTGS / A/c payee cheque. For the purpose of RTGS Contractor has to provide his A/c Number, name of Bank, IFSC code of Bank and Address of bank etc.

11.0 Completion period

- 11.1 The entire services covered under this contract shall be completed within a period as specified in the "Appendix to Tender" from the date of issue of Letter of Acceptance by NHSRCL.
- 11.2 Contract period of 36 (Thirty-Six) months is provided. Any extension if required, Client will give in writing for the extension and the rates will be decided on price adjustment basis as per Clause 4 above.

12.0 Priority of Contract Documents.

12.1 All tender documents forming the contract between NHSRCL and the Contractor are mutually explanatory of each other.



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 Engineer/Employer shall be final in this regard.

- (a) Agreement
- (b) Letter of Acceptance of tender.
- (c) Notice Inviting Tender
- (d) Instruction to the Tender
- (e) Appendix to Tender
- (f) Form of Bid
- (g) Terms of References
- (h) Bill of Quantities (BOQ)

13.0 Appendix to Tender

13.1 Tenderer shall read carefully "Appendix to Tender".

14.0 Accepted Rate applicable till the completion of work.

- 14.1 The rates as per the accepted Bill of Quantities shall be firm and hold good till the completion of the work, and no additional claim or amount shall be admissible on account fluctuations in market rates, increase in taxes, GST, levies, fees royalties etc.
- 14.2 The Contractor shall be fully responsible for all welfare requirements of the survey team, including (but not limited to), their accommodation, meals, wages, salary, transport to and from the site and entitlement.

15.0 Indemnity by the Contractor

The Contractor shall hold and save harmless and indemnify the Client/Employer/Engineer and their employees, from all actions, suits, proceedings, loss, costs, damages, charges, claims and demands of every nature and description brought against or recovered from the Client/Employer/Engineer and their employees by reason of any act or omission of the Contractor and/or his representative and/or his Employees and/or his Contractor in the execution of the works or in the guarding of the same. All the sums payable by Client /Employer/Engineer by way of compensation under any of these conditions shall be recovered from the dues of the Contractor, without reference to the actual loss or damage sustained, and whether or not any damage shall have been sustained.

16.0 Termination

16.1 If the Contractor abandons the contract, or persistently disregards instructions of the Engineer or contravenes any provisions of the contract, or fails to adhere to the agreed program of work or fails to complete the works or part of the works within the stipulated or extended period of completion, or is unlikely to complete the whole work



or part thereof within time because of poor record of progress; as per the terms & conditions of contract, then the contract for the execution of the work shall be subject to termination without prejudice.

17.0 OTHER CONDITIONS

17.1 All taxes, GST & duties shall be paid extra at actual on submission of documentary proof by the contractor. The Contractor must ensure its supply of the survey team to NHSRCL shall be lawful in all respects, and shall not under any circumstances put NHSRCL in any position where NHSRCL is in breach of any laws, regulations, or directions of any authority including (but not limited to) laws, regulations or directions dealing with health, safety, timely payment of wages, minimum wages and provision of contract technical staff.

18.0 Unfulfilled Obligations

18.1 Notwithstanding the issue of Completion Certificate, the Contractor and the Engineer shall remain liable for the fulfillment of any unfulfilled obligations under the provision of the contract, prior to the issue of such Certificate, and for the purpose of determination of the nature and extent of any such obligation, the contract shall be deemed to remain in force between the parties thereto.

19.0 Settlement of Disputes

19.1 All disputes or differences of any kind whatsoever that may arise between the Employer/Engineer and the Contractor in connection with or arising out of the contract or subject matter thereof or the execution of works, whether during the progress of works or after their completion, whether before or after termination of contract shall be settled as under:

20.0 Mutual Settlement

20.1 All such disputes or differences shall in the first place be referred by the Contractor to the Employer in writing for resolving the same through mutual discussions, negotiations, deliberation etc. associating representatives from both the sides and concerted efforts shall be made for reaching amicable settlement of disputes or differences.

21.0 Conciliation / Arbitration.

- 21.1 It is a term of this contract that Conciliation / Arbitration of disputes shall not be commenced unless an attempt has first been made by the parties to settle such disputes through mutul settlement.
- 21.2 If the Contractor is not satisfied with the settlement by the Employer on any matter in question, disputes or differences, the Contractor may refer to the Managing Director of the Employer in writing to settle such



disputes or differences through Conciliation or Arbitration provided that the demand for Conciliation or Arbitration shall specify the matters, which are in question or subject of the disputes or differences as also the amount of claim, item wise. Only such dispute (s) or difference (s) in respect of which the demand has been made, together with counter claims or the Employer shall be referred to Conciliator or Arbitrator as the case may be and other matter shall not be included in the reference.

- 21.3 Managing Director of the Employer may himself act as Sole Conciliator/Sole Arbitrator or may at his option appoint another person as Sole Conciliator or Sole Arbitrator, as the case may be. In case, Managing Director of the Employer decides to appoint a Sole Conciliator/Sole Arbitrator, then a panel of at least three names will be sent to the Contractor. Such persons may be working / retired employees of the Employer who had not been connected with the work. The Contractor shall suggest minimum two names out of this panel for appointment of Sole Conciliator / Arbitrator. Managing Director of the Employer will appoint Sole Conciliator / Sole Arbitrator. Managing Director of the Employer will appoint Sole Conciliator / Sole Arbitrator out of the names agreed by the Contractor.
- 21.4 In case, the Contractor opts for settlement of disputes through Conciliation at first stage and if the efforts to resolve all or any of the disputes through Conciliation fails, the Contractor may refer to the Managing Director of the Employer for settlement of such disputes or differences through Arbitration. The appointment of Sole Arbitrator shall be done by Managing Director of the Employer as per the procedure described above. No disputes or differences shall be referred to Arbitration after expiry of 60 days from the date of notification of failure of Conciliation.
- 21.5 The Conciliation and/or Arbitration proceedings shall be governed by the provisions of the Arbitration Act and any statutory modification or re-enactment thereof and shall be held in any place in India.
- 21.6 The language of proceedings, documents or communications shall be in English and the award shall be made in English in writing.
- 21.7 The Conciliation/Arbitration proceedings shall be held at a place decided by Conciliator / Arbitrator.
- 21.8 The fees and other charges of the Conciliator / Arbitrator shall be as per the scales fixed by the Employer and shill be shared equally between the Employer and the Contractor.
- 22.0 Settlement through Court



22.1 It is a term of this contract that the Contractor shall not approach any Court of Law for settlement of such disputes, where such dispute is subject to Arbitration as refereed to Clause 21.

23.0 No suspension of work

23.1 The obligations of the Employer, the Engineer and the Contractor shall not be altered by reasons of conciliation /arbitration being conducted during the progress of works. Neither party shall be entitled to suspend the work on account of conciliation/arbitration nor shall payments to the Contractor continue to be made in terms of contract.

24.0 Award to be binding on all parties

24.1 The award of the Sole Arbitration, unless challenged in court of law, shall be binding on all parties.

25.0 Jurisdiction of Courts

The Indian courts shall be exclusive jurisdiction to hear and determine all actions and proceedings arising from the contract.

26.0 Secrecy/Non-disclosure

The Contractor shall ensure that all the information is kept totally confidential in connection with this bid and the Contractor shall not disclose or divulge the same to any unauthorized person failing which Employer / Engineer reserve the right to cancel the contract or cease further dealing with the Contractor.



SECTION- VI ANNEXURES / PROFORMAS



ANNEXURE-A

SUPPLEMENTARY AGREEMENT

Articles of Agreement made and between National High Chief Project Manager, Office No. 104,3rd Floor,	n Speed Rail (National Hig Someshwar	Corporation h Speed Square,	on Limi Rail (Near (ted actir C <mark>orpora</mark> Somesh	ng throug tion Lin war End	the nited, clave,
Vesu, Surat-395007	hereinafter	called	as	one	party	and
		of the se	econd p	oart.		
Where the party hereto of the	ne second par	t execute	d an ag	reement	with the	party
hereto of the first part being	agreement N	0		da	ted	for
the performance of			herein	called	the pri	ncipal

Now it is hereby agreed by and between the parties in the consideration of sums already paid by the party hereto of the first part to the party hereto of the second part against all outstanding dues and claims for all works done under the aforesaid principal agreement including / excluding security deposit, the party hereto of the second part have no further dues / claims against the party hereto of the first part under the said principal agreement.

It is further agreed by and between the parties that they party hereto of the second part has accepted the said sums mentioned above in full and final satisfaction of all its dues and claims under the said principal agreement.

It is further agreed and understood by and between the party that in consideration of the payment already made under the agreement the said principle agreement shall finally discharged and rescinded all the terms and conditions including the arbitration clause.



agreement.

It is further agreed and understood by and between the parties that the arbitration clause contained in the said principal agreement shall cease to have any effect and / or shall seems to be non-existent for all purposes.

Signature of the Tenderer/s

For & on behalf of

Witness of the signatures

Witness

1.



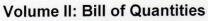
ANNEXURE-B

FORM OF AGREEMENT

(To be executed on requisite value of stamp Papers)

AGREEMENT

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f) Append										
i) Annexu	ires/Fo	rms								





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

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

(Name, Designation and address of the authorised signatory)

(Name, Designation and address of the authorised signatory)

Signed for and on behalf of the Contractor 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



ANNEXURE-C

APPLICATION LETTER

(On the Letter head of the Interested firm)

Date: DD-MMM-YYYY

Chief Project Manager, National High Speed Rail Corporation Limited, Office No. 104,3rd Floor, Someshwar Square, Near Someshwar Enclave, Vesu, Surat-395007

Sub.: Notice Inviting Tender: Supply of Survey Team for Mumbai - Ahmedabad High Speed Railway Project at SURAT section (Ch.156.600 to Ch393.700)

Dear Sir.

We are enclosing our Notice Inviting Tender in one original, with the details as per the requirements of the NIT Documents, for your detailed evaluation.

Signature & Stamp (Authorised Signatory)



ANNEXURE-D

FORMAT FOR WORK EXPERIENCE

- (i) The following information should be provided in the format indicated for each reference project for which your company, either individually as a corporate entity or as one of the major companies within a consortium/JV was legally contracted by the client. In case of Joint Venture (JV)/ Consortium, the lead member shall fulfil all minimum eligibility criteria.
- (ii) The information should be specific & to the point to facilitate a quick and objective decision.
- (iii) CERTIFCATE FROM CLIENT SHALL BE ATTACHED AS A PROOF.

1	Name of Project	
2	Nature of Project:	Linear/ Non-Linear
а		
2	Details of Survey Services	
b	provided.	
3	Length of Project, if Linear Project	Km
4	Detail of Client:	-Name of Client
		-Phone Number
		-Address
5	Duration of Assignment	-Start Date:
	(please indicate start & finish date)	-Finish Date:
6	Were services provided as	YES / NO
а	JV/Consortium?	
6	If yes, then exact description	
b	of the division of	
	responsibility between you &	
	your Associate.	
7	Whether certificate from	YES / NO
	Client attached	

Signature of Authorised	Representative

	Name : _	_
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ANNEXURE-F

FORMAT FOR LIST OF PROJECT

- (i) The following information should be provided in the format indicated for each reference project for which your company, either individually as a corporate entity or as one of the major companies within a consortium/JV was legally contracted by the client.
- (ii) List shall be provided for only those projects where survey services were provided during last five years.
- (iii) The information should be specific & to the point to facilitate a quick and objective decision.
- (iv) CERTIFICATE FROM CLIENT SHALL BE PRODUCED FOR CHECKING IF DEMANDED BY COMMITTEE MEMBERS DURING PRESENTATION
- 1. List of Projects where Cadastral Survey, DGPS Survey & Total Station Survey services provided:

SI. No	Name of Project	Name of Client	Value of Project (Rs)	Whether work executed in JV/Consortium.	Details of Total Station Survey services provided

Signature of Authorised Represe	entative
Name :	



VOLUME - II BILL OF QUANTITY



BILL OF QUANTITIES (BOQ)

Consultancy Services for DGPS Survey & Detailed Survey for Mumbai-Ahmedabad High Speed Rail (MAHSR) Corridor

Sr. No.	Description	Unit	Quantity	Unit Rate/Team (Rs.) (Per Month)	Amount (Rs.)
1.	Providing Survey Team for DGPS Survey & Detailed Survey Cadastral Survey, with Surveyor (01 No.) and Assistants (02 Nos.) along with Calibrated Auto Level & Total Station Equipment &G related accessories at Surat (One Survey Team) for a period of12 (Twelve) months with transport arrangement for site everyday. Contractor shall make arrangement for 4-wheel drive utility vehicle for transport of survey team along with facility of transporting materials to site for surveying works.	Per Each Team Month	12	174,000.00	2,088,000.00
	Total Amount for 12		2,088,000.00		

The rate will be	(Percentage) below/At Par/above (f
be filled by the bidder in figur	e).
The rate will be	
	(Percentage) below/At
Par/above (to be filled by the I	pidder in words).



Note:

- The bidder shall quote rates as per the above schedule
- Payment for the item shall be made, which are passed and accepted by the Engineer in Charge/CPM of NHSRCL.
- The rates shall include cost of the activities including wages, all allowances and benefits payment towards entitled medical and annual leave, EPF contributions, insurance (as applicable), as per conditions of contract.
- All taxes, GST & duties shall be paid extra at actual on submission of documentary proof by the contractor.
- The Contractor shall be fully responsible for all welfare requirements of the survey team, including (but not limited to), their accommodation, meals, wages, salary, transport to and from the site and entitlement.

Signature of Contractor	
Name of Authorised person	
Date & Seal of Company	

