

National High Speed Rail Corporation
Limited (NHSRCL)

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



**TENDER FOR HIRING OF VEHICLE FOR MUMBAI -
AHMEDABAD HIGH SPEED RAILWAY PROJECT IN GUJRAT
UNDER CPM/SURAT.**

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

VOLUME - I

TENDER DOCUMENT

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

2018-19

National High Speed Rail Corporation Limited
104, 3rd Floor, Someshwar Square, Near Someshwar Enclave,
Vesu, Surat – 395007.



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TOP SHEET

No.: NHSRCL(ST)/MA/AD/04/VEHICLE/04/2018

Name of services : **Tender for hiring of vehicle for Mumbai - Ahmedabad high speed railway project under CPM/Surat.**

Estimated Cost : **Rs. 14,583,976/- (One Crore Forty Five Lakhs Eighty Three Thousand, Nine Hundred and Seventy Six Only) + GST**

Cost of Tender Document : **Rs. 5,000 /- (Five Thousand Only) including GST @18%**

Earnest Money : **Rs. 2,91,680/- (Rupees Two Lakh Ninety One Thousand Six Hundred and Eighty Only)**

Completion Period : **24 (Twenty Four) months**

Last Date of Submission : **17.09.2018 at 15:00 hrs.**

Date of opening Bid : **17.09.2018 at 15:30 hrs.**

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



SECTION-I
NOTICE INVITING TENDER (NIT)



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



NHRCL(ST)/MA/AD/04/VEHICLE/04/2018

NOTICE INVITING TENDER

Sub: Tender for hiring of vehicle for Mumbai - Ahmedabad high speed railway project under CPM/Surat.

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 in prescribed forms for the above mentioned work.

Sl. No.	Name of Services	Time & Date of Submission	Earnest Money Deposit (Rs.)	Completion Period
1.0	Tender for hiring of vehicle for Mumbai - Ahmedabad high speed railway project under CPM/Surat.	Up to 17.09.2018 at 15:00 hrs.	Rs. 2,91,680/- (Rupees Two Lakh Ninety One Thousand Six Hundred and Eighty Only)	24 (Twenty Four hirty Six) Months

2.0	<p>The cost of Tender Document is Rs. 5,000 /- (Five Thousand only) inclusive of 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 Limited".</p> <p>The tender documents will be available for download on www.nhrcl.in under the link "Tenders -->Active Tenders".</p> <p>The cost of tender document should be submitted along with tender form 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</p>
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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 17.09.2018 . 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 15.00 hrs. on 17.09.2018 . Any tender received later than 15:00 hrs. at NHSRCL's office at Surat on 17.09.2018 shall be rejected and returned to the bidder unopened. Earnest Money Deposit of Rs. 2,91,680/- 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	<p>Interested eligible bidders who have purchased the bidding document are invited to attend a Pre-Bid meeting to be held on 04.09.2018. The venue and time are as follows:</p> <p style="text-align: center;">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.</p> <p>Time: IST 11:00 hrs. Participation in this Pre-Bid meeting is not mandatory.</p>				
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	<p>Minimum Eligibility Criteria for Open Tenders Costing above Rs. 50 Lakhs is as under:</p> <table border="1" data-bbox="236 1400 1284 1960"> <tr> <td data-bbox="236 1400 758 1579">1. Should have completed at the time of opening of tender in the last three financial years (i.e. current year and three previous financial year)</td> <td data-bbox="758 1400 1284 1579">At least one similar work for a minimum value of Rs 51,04,391.00 (Rs Fifty One Lakh Four Thousand Three Hundred and Ninety One Only) of Advertised Value of work.</td> </tr> <tr> <td data-bbox="236 1579 758 1960">2. Total contract amount received during the last three years and in three financial year and in current financial year.</td> <td data-bbox="758 1579 1284 1960">Should be a minimum of Rs 1,45,83,976.00 (Rs One Crore Forty Five Lakh Eighty Three Thousand Nine Hundred and Seventy Six Only) of advertise tender value of work in support of which attested certificate from Employer/ Client, audited Balance Sheet duly certified by Chartered Accountant etc. should be submitted by the tender.</td> </tr> </table> <p>If the tenderer do not submit any proof for meeting with the eligibility criteria as given</p>	1. Should have completed at the time of opening of tender in the last three financial years (i.e. current year and three previous financial year)	At least one similar work for a minimum value of Rs 51,04,391.00 (Rs Fifty One Lakh Four Thousand Three Hundred and Ninety One Only) of Advertised Value of work.	2. Total contract amount received during the last three years and in three financial year and in current financial year.	Should be a minimum of Rs 1,45,83,976.00 (Rs One Crore Forty Five Lakh Eighty Three Thousand Nine Hundred and Seventy Six Only) of advertise tender value of work in support of which attested certificate from Employer/ Client, audited Balance Sheet duly certified by Chartered Accountant etc. should be submitted by the tender.
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	<p>above and Tender Conditions, along with the offer, the same will be considered incomplete and will be summarily rejected.</p> <p>Similar Work: Work Completion certificate issued by Govt/Govt. Semi/ /PSU Companies should be furnished in support of the work of Rs 51,04,391.00 (Rs Fifty One Lakh Four Thousand Three Hundred and Ninety One Only).</p>
10.0	<p>Eligibility Qualification Criteria (EQC): The Eligibility Qualification Criteria for Company to bid in this tender is as below:</p> <p>Tenderer must be a registered firm having license to operate business of Road Transportation.</p>

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



Signature of Tenderer

FORM OF BID

To,

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.

Dear Sir,

I/We, _____ (Name and address of the Tenderer) have read the various terms and conditions of the tender documents attached herewith duly signed by me/us and agree to abide by the same. I/We also agree to keep this tender open for acceptance for a period of 90 days from the date fixed for opening the same.

I/We have quoted our rates in the Bill of Quantities taking into account all the above factors and we offer to do the work **“Tender for hiring of vehicle for Mumbai - Ahmedabad high speed railway project under CPM/Surat”** quoted in the attached Bill of Quantities and hereby bind ourselves to complete the work in all respects within time schedule depicted in tender documents from the date of issue of letter of acceptance of tender.

I/We also understand that until a formal Contract Agreement is executed, Letter of Acceptance along with all tender documents shall constitute a binding contract between me/us and National High Speed Rail Corporation Limited.

Thanking you,

Yours faithfully,

Signature _____ in capacity of _____

_____ duly authorised to sign bids for and on behalf of:

(In Block capital letters)

Date this _____ day of _____ 2018



Signature of Tenderer

SECTION-III
INSTRUCTIONS TO TENDERER (ITT)

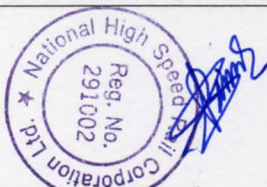


Instructions to Tenderers (ITT)

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 under CPM Surat."
1.2	<p>The bidder should accompany the following documents duly sealed in the tender envelope:</p> <ul style="list-style-type: none"> 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. 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. iii) Earnest Money Deposit of Rs. 2,91,680/- 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 Goods and Service Tax Registration (as applicable) & PAN Card. v) Details of deployment of resources i.e. vehicle. vi) Last Three financial year's and current financial year audited Balance Sheet duly certified by Chartered Accountant for eligibility criteria @ 100% of Advertised Cost. vii) Copies of the work completion certificates duly attested from the clients for having completed works of similar nature should be as per enclosed format. viii) The work experience certificate of works executed on back to back basis / Sub-let works shall not be considered. ix) List of vehicles owned by the tenderer. x) <i>Within next 7 days after issuance of LOA the Tenderer should make all the proposed vehicles ready for hire to NHSRCL and at least 50% of those to be directly owned by the tenderer.</i> xi) List of permanent drivers and staff employed by the tenderer. <p style="text-align: center;"><u>Complete documentary evidence should be submitted by bidder.</u></p>
1.3	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 execute 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: Hiring of vehicle for the official use by NHSRCL for 24 months. The details of vehicle are as follows: Innova/ Hexa/BRV/Xylo/Xylo/Ertiga/Tata Safari/Scorpio/ Hatchback Type/ Indica/i-10/ i-20/ Ritz/Swift or similar with driver, cleaner, fuel including repairs etc.
1.6	NIT Response: Refer clause 26.27 of ToR.
1.7	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. 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.
1.8	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). GST will be paid extra.
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 Quantities
3.2	The bidder is expected to examine all instructions, terms, conditions, forms, specifications and any other information in the bidding documents. Failure to furnish all information required by the bidding documents or submission of a bid not substantially responsive to the bidding documents in every respect will be at the bidder’s risk and may result in rejection of their bid.
4.0	COST OF BIDDING
4.1	The bidder shall bear all costs associated with the preparation and submission of the bid

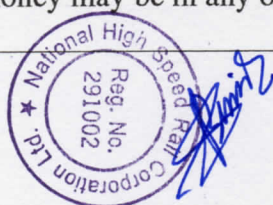


	and the Employer will in no case be responsible or liable for these costs regardless of the conduct or the outcome of the bidding process.
5.0	UNDERSTANDING AND AMENDMENT OF TENDER DOCUMENTS
5.1	The bidder must obtain for itself on its own responsibility and its own cost all the information including risks, contingencies & other circumstances in execution of the work. It shall also carefully read and understand all its obligations & liabilities given in tender documents.
5.2	The bidder is advised to visit and examine the site where the work is to be executed and its surroundings or other areas as deemed fit by the bidder and obtain for itself on its own responsibility all information that may be necessary for preparing the bid and execution of the contract. The cost of visiting the site and collecting relevant data shall be at the bidder's own expenses. It is a condition of the 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.
5.3	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
6.1	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 Quantities
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 enclose 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 and % rate above or below 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
8.1	The bidder should clearly read and understand all the terms and conditions,

Signature of Tenderer



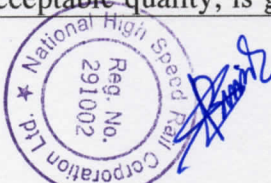
	specifications, corrigendum etc. mentioned in the original tender documents. If the Tenderer has any observations, the same may be indicated in his forwarding letter along with the tender. The Tenderer is advised not to make any corrections, additions or alterations in the original bid documents. If 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.
D	SUBMISSION OF BIDS:
9.0	Deadline for submission of tender
9.1	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".
9.2	Any tender related documents received later than the deadline prescribed for submission of tender by Employer shall be rejected.
9.3	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.
9.4	Any Tender received after opening of the tender shall be rejected and returned unopened to the Tenderer.
10.0	WITHDRAWAL OF TENDER
10.1	No tender can be withdrawn after submission and during tender validity period.
10.2	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 the work.
11.0	Sealing and Marking of tender document
11.1	The bidder shall submit the sealed tender in original clearly mentioning the name of work, due date and time of submission of the tender, name and address of the bidder and address of the tenderer.
12.0	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.
13.0	EARNEST MONEY DEPOSIT
13.1	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:



	<p>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).</p> <p>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.</p> <p>c. No interest shall be allowed on Earnest Money Deposit.</p> <p>For the successful Tenderer, earnest money will be retained as part of the security deposit.</p>
13.2	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.
13.3	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 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.
14.0	PERIOD OF VALIDITY OF THE TENDER
14.1	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.
14.2	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.
15.0	SUBMISSION OF TENDERS
15.1	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 quoted price and % above or below.
15.2	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 Officer-in-



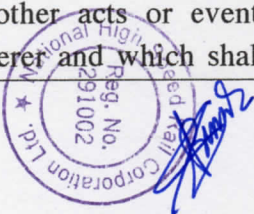
	charge.
16.0.	BID OPENING AND EVALUATION
16.1	Tenders will be opened at the address mentioned in "Notice Inviting Tender" in presence of Tenderers or authorized representatives of Tenderers who wish to attend the opening of tenders. Physical presence during Bid opening is optional.
16.2	Tenderers or their authorized representatives who are present shall sign register in evidence of their attendance.
16.3	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.
17.0	CLARIFICATION OF THE TENDERS
17.1	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.
18.0	NEGOTIATION
18.1	<p>The Employer/Officer-in-charge 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.</p> <p>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.</p> <p>"I _____ do declare that in the event of failure of contemplated negotiations relating to Tender No. _____ dated _____ my original tender shall remain open for acceptance on its original terms and conditions."</p>
19.0	Evaluation of Bid.
19.1	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.
19.2	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.
19.3	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



	<p>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:</p> <p>That affects in any substantial way the scope, quality or performance of the contract.</p> <p>That limits in any substantial way, inconsistent with the bidding documents, the Employers' rights or the successful Bidder's obligations under the contracts; or</p> <p>Whose rectification would unfairly affect the competitive position of other Bidders who are presenting substantially responsive bids.</p>
19.4	In case of tenders containing any conditions or deviations or reservations about contents of tender document, Employer may ask for withdrawal of such conditions/deviations/reservations. If the Tenderer does not withdraw such conditions/deviations/ reservations, the tender shall be treated as non- responsive. Employer's decision regarding responsiveness or non-responsiveness of a tender shall be final and binding.
20.0	CANVASSING
20.1	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.
21.0	RIGHT TO ACCEPT ANY TENDER OR REJECT ALL TENDERS
	Employer/officer-in-charge 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.
22.0	AWARD OF CONTRACT
22.1	Employer/ officer-in-charge shall notify the successful Tenderer in writing by a Registered Letter/Courier/ Speed Post/FAX or per bearer that his tender has been accepted.
22.2	Letter of Acceptance after signed by the Contractor in token of his acceptance shall constitute a legal and binding contract between Employer/Officer-in-charge and the Contractor till such time the contract agreement is signed. The contract agreement is to be signed within 10 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.
23.0	STANDARD OF SERVICE (S)
	Tenderer shall carry out the services in conformity with the generally accepted norms and sound standards. 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.
24.0	COMPLETION OF WORK (S)
	The duration of work shall be 24 months.
25.0	TERMINATION
	Notwithstanding anything otherwise contained in the agreement, if the NHSRCL, for any reason whatsoever, is unable or unwilling to perform the works for a considerable period, the "NHSRCL" shall be entitled to terminate agreement or the order of a particular work upon 7 days written notice to Tenderer.
26.0	INSURANCE
	Tenderer shall arrange for any payment of the cost of Personal Accident Insurance in respect of their employee(s) & equipment's at site assigned for performance of the obligations under the conditions of agreement.
27.0	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 work without written consent NHSRCL.
28.0	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 any meaning and operation or effect of this contract of the breach thereof shall be settled in accordance with the DPE guidelines in this regard.
29.0	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, 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.



Signature of Tenderer

SECTION-IV
APPENDIX TO TENDER

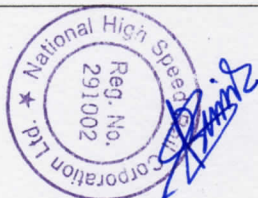


APPENDIX TO TENDER

Tender Notice No.	Tender No.: NHSRCL(ST)/MA/AD/04/VEHCILE/03/2018
Name of the Services	TENDER FOR HIRING OF VEHICLES FOR MUMBAI - AHMEDABAD HIGH SPEED RAILWAY PROJECT UNDER CPM SURAT.
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) Cost of Tender document	Rs. 5,000/- (Five Thousand only) including GST @18%
b) Earnest Money Deposit	Rs. 2,91,680/-
c) Completion period	24 (Thirty Six) months
d) Date and time of issue of tenders	The tender documents will be available for download on www.nhsrcl.in under the link "Tenders -->Active Tenders" from 27.08.2018 to 17.09.2018.
e) Date and time of submission of tender	Up to 17.09.2018 up to 15:00 hrs.
f) Date and time of opening of Bid	On 17.09.2018 at 15:30 hrs.
g) Validity of Offer	90 days from the date of opening of tender
h) Scope of Work	Refer Clause 1.5 of Section III, ITT (Instruction to Tenderers)



SECTION-V
TERMS OF REFERENCE (TOR)



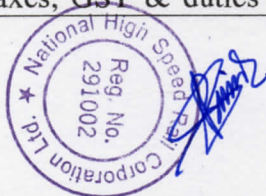
1. General Information of the Project:

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).

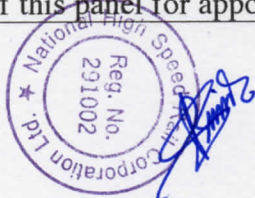
A	GENERAL OBLIGATION
1.0	SUB-CONTRACTING:- Not Applicable
2.0	Laws Governing the Contract
2.1	The contract shall be governed by the laws in force in Gujrat.
3.0	MOBILISATION ADVANCE
3.1	No mobilization Advance shall be paid by NHSRCL.
4.0	Working Hours
4.1	The working hours normally should be from 8.00am to 8.00pm. 300/312hrs. per month.
5.0	Medical and Personal Accident Insurance
	Medical and Personal Accident Insurance will be borne by the Contractor.
6.0	Payment Terms
6.1	Payment of wages, all allowances and benefits, leave entitlement, EPF Contributions, insurance (as applicable) etc., shall be the Contractor's responsibility as per the Acts prevailing in India and Local Authority.
6.2	Payment shall be released to Contractor on monthly basis, on submission of monthly running account bill duly certified by Officer of NHSRCL. All taxes, GST & duties shall be paid extra at actual on submission of documentary proof by the contractor.
6.3	All measurements and quantities shall be expressed in units as defined in "Bill of Quantities"
6.4	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.
7.0	Completion period
7.1	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.
7.2	Contract period of 24 (Twenty Four) 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 26.21 of TOR.



8.0	Priority of Contract Documents.
8.1	<p>All tender documents forming the contract between NHSRCL and the Contractor are mutually explanatory of each other.</p> <p>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.</p> <p>(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)</p>
9.0	Appendix to Tender
9.1	Tenderer shall read carefully "Appendix to Tender".
10.0	Accepted Rate applicable till the completion of work.
10.1	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.
10.2	The Contractor shall be fully responsible for all welfare requirements of the driver, including (but not limited to), their accommodation, meals, wages, salary, transport to and from the site and entitlement.
11.0	Indemnity by the Contractor
11.1	The Contractor shall hold and save harmless and indemnify the Client/Employer/ officer-in-charge 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/ officer-in-charge 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/ officer-in-charge 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.
12.0	Termination
12.1	If the Contractor abandons the contract, or persistently disregards instructions of the Officer-in-charge or contravenes any provisions of the contract, or fails to adhere to the agreed program of work or fails to provide services as desired by the officer or part thereof within time because of poor service; as per the terms & conditions of contract, then the contract for the hiring of vehicle shall be subject to termination without prejudice.
13.0	OTHER CONDITIONS
13.1	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 vehicle and driver 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 staffs.
14.0	Unfulfilled Obligations
15.1	Notwithstanding the issue of Completion Certificate, the Contractor and the officer-in-charge 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.
16.0	Settlement of Disputes
18.1	All disputes or differences of any kind whatsoever that may arise between the Employer/ officer-in-charge 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:
19.0	Mutual Settlement
19.1	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.
20.0	Conciliation / Arbitration.
20.1	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 mutual settlement.
20.2	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.
20.3	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.
20.4	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.
20.5	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.
20.6	The language of proceedings, documents or communications shall be in English and the award shall be made in English in writing.
20.7	The Conciliation/Arbitration proceedings shall be held at a place decided by Conciliator / Arbitrator.
20.8	The fees and other charges of the Conciliator / Arbitrator shall be as per the scales fixed by the Employer and shall be shared equally between the Employer and the Contractor.
21.0	Settlement through Court
21.1	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 referred to Clause 21.
22.0	No suspension of work
22.1	The obligations of the Employer, the officer-in-charge 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.
23.0	Award to be binding on all parties
23.1	The award of the Sole Arbitration, unless challenged in court of law, shall be binding on all parties.
24.0	Jurisdiction of Courts
24.1	The Indian courts shall be exclusive jurisdiction to hear and determine all actions and proceedings arising from the contract.
25.0	Secrecy/Non-disclosure
25.1	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 /officer-in-charge reserve the right to cancel the contract or cease further dealing with the Contractor.

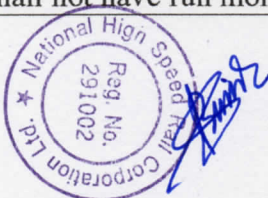


26.0	Special conditions of contract
26.1	The vehicles provided shall not be registered more than 18 months older on the date of LOA. The rates shall be inclusive of all charges.
26.2	The rates are inclusive of all major / minor repairs/maintenance, servicing of vehicles, cost of fuel, lubricants and any other consumables, driver's salary & allowances required from time to time, duties, levis & Insurance charges for inspection certificates, Incidental charges, penalties etc. as imposed by central/state /local govt. bodies for running of vehicle. Contract for hiring of vehicle is normally for 24 months.
26.3	Vehicle will be required generally for 12 hours every day, which will normally be from 08.00 to 20.00 hours. Vehicle shall be required for full calendar month including Saturdays and Holidays. Vehicles are to be provided for 26 days in a month. Accumulation of hours on the monthly basis will be 312/300 hours. Maintenance rest will be provided normally on Sundays. In case of exigencies and emergencies, the vehicle can be called on Sundays also. For each such Sunday either a compensatory maintenance rest will be provided or an extra amount of Rs. 500/- shall be paid in addition to normal payment. Contractor will however provide suitable substitute driver for ensuring stipulated weekly rests to regular driver as per extant laws for which no extra payment will be made.
26.4	The contractor shall give consent for receipt of payment through RTGS/ECS/NEFT. Charges if any will be on account of the contractor. The contractor shall provide all the details like Name of the bank, Address of the bank, branch code, IFSC code of the bank, Type of the account, Account no., contact no. for account related queries etc.
26.5	Tenderer should provide 24hrs. Contacts number (Mobile phone) on which such information can be given. Further the driver of the vehicle should be provided with a mobile phone having Incoming & outgoing facility at contractor's own cost.
26.6	Vehicle shall have to report at mentioned place and time. Any delay more than half an hour in reporting will be considered as absence for the day. The Kms. will be counted from designated stations.
26.7	Frequent changing of driver or vehicle will not be permitted.
26.8	No accommodation will be provided to the driver by NHSRCL. He has to make his own arrangement for lodging and boarding.
26.9	The Contractor shall be completely responsible for the safe running of the vehicle. NHSRCL will not be responsible for any loss, damage, repairs, maintenance or accident to the vehicle or driver. NHSRCL will not provide any compensation in case of accidents, casualties etc.
26.10	Contractor shall have to maintain logbook in approved preformat by Officer- in-charge which shall have to be filled daily and presented to NHSRCL's authorized representative for signature. Timing and Kilometer reading shall be noted every day at the time of reporting at nominated place and release from place. No payment shall be made for any extra movement to and fro from garage/parking place or any other used by driver etc.
26.11	NHSRCL will not provide parking space of any kind, however if officer desired vehicle

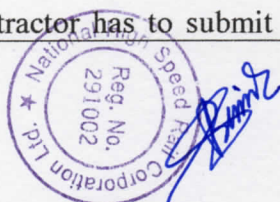
Signature of Tenderer



	should be parked in his residential premises.
26.12	Payment of hiring charges will be made on monthly basis on submission of bill and after the due verification of log books by the NHSRCL official. The month shall be the calendar month i.e. From 1st to Month end. The first and last bill may be submitted for part period, if any, i.e. from date of commencement to end of the month for 1st bill & from 1st to date of completion/extension for the last bill e.g. for a contract commencing on 11th, the 1st bill, will be from 11th to Month end and last bill will be from 1st to 10th.
26.13	INDEMNITY: The Contractor shall at all times indemnify to the NHSRCL administration against all claims which may arise due to accident or otherwise or due to the breach of the terms and conditions mentioned herein and owing to any sort of act of commission on the part of the contract during the currency of the contract.
26.14	That the Contractor agrees to indemnify to the NHSRCL administration against all claims for compensation by on or behalf of driver employed by him in connection with the present contract for any injury or death by an accident under the Workmen's Compensation Act. VIII of 1923 and the NHSRCL Administration will be entitled to deduct from any sum of money payable to the Contractor the amount of compensation thus payable under the terms of section-12 of the said act together with all or any cost incurred by the NHSRCL administration in such connection and the Contractor further agrees that the decision of the NHSRCL Officer-in-charge with respect to the amount of such indemnity shall be accepted by him finally.
26.15	NHSRCL in no case is responsible for any legal matter arising of any state / central govt. laws in matter of employment of the driver by owner of the vehicle or in respect of any other matter.
26.16	Contractor shall not object for carrying small materials and other equipment etc. in the vehicle.
26.17	NHSRCL reserves the right to close the Contract at any time without assigning any reasons thereof by giving a 7 days notice. Contractor shall not be entitled for any compensation in such eventuality.
26.18	Third party vehicles, if provided, a copy of agreement should be submitted to NHSRCL which shall include all the terms and conditions mention in this tender.
26.19	Vehicle
	<p>If vehicle is out of order OR fails during the trip OR under schedule maintenance, an alternate similar vehicle shall be made available, failing which penalty of Rs. 1000 (One Thousand only) per day will be imposed and the expenditure incurred by the officer on making alternative arrangement will also be recovered from the contractor in addition to non-payment for the day at pro-data basis.</p> <p>The vehicle provided by the contractor: -</p> <p>A. Should be in good condition,</p> <p>B. Should not be more than 18 months old at the time of supplying under the contract.</p> <p>C. Shall not have run more than 30,000 Kms at the time of placing in service.</p>



	<p>The decision of agreement signing authority will be final to certify the condition of the vehicle.</p> <p>During the currency of contract, vehicle cannot be used for any other purpose except for NHSRCL.</p> <p>Vehicle should always be kept neat & clean from inside / outside. All seats must have good quality cover and washed or replaced frequently otherwise NHSRCL will not accept it.</p> <p>The Contractor should submit the details and documents of the vehicle provided to this office immediately on receipt of acceptance letter. The vehicle documents submitted, should clearly mention the date of purchase, make, model, registration no., Chassis No., type of fuel i.e. Diesel or Petrol, etc. The agreement will be considered operated from the date from which the vehicle is actually pressed into service.</p> <p>The vehicle provided to NHSRCL must be fully and comprehensively insured covering the risk to the driver and all the passengers also. The insurance shall protect the contractor and NHSRCL against all risk, claims for loss, injuries, disability, disease and death of members of public including NHSRCL men and damage to the property of others arising from the use of vehicle during operations irrespective of the ownership of such vehicle.</p> <p>Using the vehicle in Surat, Navsari, Bharuch, Valsad & Dadar and Nagar Haveli etc. Out station may be considered beyond these areas.</p>
26.20	Driver
	<p>During emergencies, the driver shall report for duty within 2 hours even in his off hours on call, failing which a penalty of Rs. 500/- will be deducted from bills.</p> <p>Minimum wages to the driver and other statutory obligation should be met by the contractor at his own cost.</p> <p>Drivers deployed shall be skilled, well behaved, well dressed as instructed by officer-in-charge holding valid tourist driving license, and capable of undertaking minor repairs of vehicles. Drivers shall have adequate knowledge of local routes of Surat and adjoining areas. All papers should be readily available with the vehicles like registration, PUC, Permit for running the vehicles in Gujrat, etc. Vehicles should be insured against accident as per rules and statutory obligations, certificate towards road tax etc. Driver shall be able to produce relevant documents as and when requisitioned from him. Consequences of failure to comply with any rules and regulation of the concerned authorities shall be the sole responsibility of the contractor.</p> <p>Driver should have adequate amount in vechile during the travel for payment of toll tax, emergency repairs, parking, filling of diesel, oil, valid tourist license etc.</p> <p>Driver should never be under the influence of alcohol during Duty hours. Contractor shall replace the driver permanently in case of non-compliance.</p> <p>Contractor has to submit the "POLICE VERIFICATION" of the driver within 15days</p>



	<p>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 Surat, or suburban area of Surat such as Bharuch, Valsad, DNH, etc.</p> <p>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>RATES:</p> <p>The rates quoted by firm and accepted by NHSRCL shall be firm and final for first Six months from the date of opening of Tender / Negotiation.</p> <p>For item No. 1,2,4 and 5 Diesel variation clause shall be applicable involving ACTUAL running Kilometers chocked by vehicles. The basis for calculation of the 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 Hatchback or equivalent AC is considered as 15 Km per litre and Innova/Hexa/BRV 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. Post of 6 months, the rates shall be revised quaterly as stated above with respect to the actual rate as available on the 1st of every successive 3 months.</p> <p>GST, parking charges and Toll tax charges, if incurred during the onsite duty shall be reimbursed/paid on submission of documentary evidence as admissible as per applicable Rules & Provisions.</p> <p>Applicable taxes shall be deducted at source as per extant rules.</p>										
26.22	<p>PENALTY:</p> <p>The Penalty for some of the defaults is as under:</p> <table> <tr> <td>Late Reporting</td> <td>: Rs. 100/- Per Day.</td> </tr> <tr> <td>Non Reporting</td> <td>: Rs. 1000/- Per Day.</td> </tr> <tr> <td>Vehicle provided not as specification</td> <td>: Rs. 500/- Per Day.</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> </table>	Late Reporting	: Rs. 100/- Per Day.	Non Reporting	: Rs. 1000/- Per Day.	Vehicle provided not as specification	: Rs. 500/- Per Day.	Refusal of Duties	: Rs. 500/- Per instance.	Non Observation of Dress Code	: Rs. 100/- Per instance.
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	<p>Changes of drivers without Prior intimation/ Providing Improper drivers : Rs. 500/- Per instance.</p> <p>In case of Non-reporting the per day rent of Vehicle on pro-rata basis will be deducted apart of the above penalty. If vehicle is hired by NHSRCL officials for performing duties from open market, the charges will be recovered from the Bill of Tenderer.</p>
26.23	<p>Security Deposit: The Earnest Money deposited by the Contractor with his tender will be retained by the Railways 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.</p> <p>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:</p> <ol style="list-style-type: none"> Security Deposit for each work should be 5% of the contract value, The rate of recovery should be at the rate of 10% of the bill amount till the full Security Deposit is recovered, 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 <p>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.</p> <p>Note -</p> <ol style="list-style-type: none"> 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. Maintenance period - Nil 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	<p>Performance Guarantee:</p> <p>The procedure for obtaining Performance Guarantee is outlined below:</p>



(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.

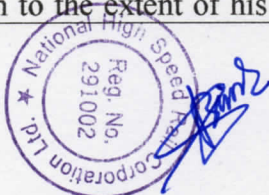
26.25 TECHNICAL ELIGIBILITY CRITERIA (To be read in conjuncture with page 6, NIT to Tender)

a) The tenderer(s) should have physically completed at least one similar nature of single work for a minimum value of Rs 51,04,391.00 (Rs Fifty One Lakh Four Thousand Three Hundred and Ninety One Only) within the qualifying period, i.e., three previous financial and current financial year up to the date of Tender opening (even though the work might have commenced before the qualifying period).

Similar nature of work means "Work carried out for hiring of vehicles for Gov/Semi gov/PSUs/Corporations".



	<p>b) The total value of similar nature of work completed during the qualifying period and not the payments received within qualifying period alone, shall be considered. In case, final Bill of similar nature of work has not been passed and final measurements have not been recorded, the paid amount including statutory deductions will be considered.</p> <p>If final measurements have been recorded and work has been completed with negative variation, then also the paid amount including statutory deductions will be considered.</p> <p>However, if final measurements have been recorded and work has been completed with positive variation but variation has not been sanctioned, original agreement value or last sanctioned agreement value whichever is lower shall be considered for judging eligibility.</p> <p>c) The works executed by the tenderer for Government Departments or Semi Governments/ Public Sector undertakings/Corporations shall only be considered for eligibility. Works executed for private parties shall not be considered.</p> <p>Tenderers shall submit self-attested photo copies of their Experience Certificates issued by an officer not below the rank of Executive Engineer / Equivalent grade in other Central / State Government Departments / Semi Government Departments / Public Sector Undertakings.</p> <p>The certificate should indicate there-in the name of works executed, value of works, and period during which completed, bill paid etc., and with the signature, seal of the issuing officer, details of department, etc.</p> <p>d) The value of work completed will not include the cost of any materials issued free of cost by the Railway/ Department concerned. Price Variation amount (if any) if indicated / incorporated in the experience certificate will also be considered towards eligibility.</p>
<p>26.26</p>	<p>FINANCIAL ELIGIBILITY CRITERIA (To be read in conjuncture with page 6, NIT to Tender)</p> <p>The tenderer(s) shall be eligible only if he / they fulfill Eligibility Criteria of having received total contract amount during the last three financial years and in the current financial year upto date of tender opening, with a minimum of Rs 1,45,83,976.00 (Rs One Crore Forty Five Lakh Eighty Three Thousand Nine Hundred and Seventy Six Only).</p> <p>Tenderer(s) should submit to this effect an attested certificate from the Government Departments or Semi Governments/Public Sector under takings for the work done for them, Audited balance sheet duly certified by the Chartered Accountant.</p>
<p>26.27</p>	<p>CONDITIONS FOR PARTICIPATION OF PARTNERSHIP FIRM / PROPRIETARY FIRM / PRIVATE LIMITED COMPANY / LIMITED COMPANY:</p> <p>1.1 i) In case the tenderer is an individual / proprietary concern, the experience and turnover shall be in the name and style of the Individual / Proprietary concern only. (Note: The partner of a Partnership Firm cannot claim the credentials of Partnership Firm to the extent of his share either during the subsistence of the Partnership Firm or</p>



after its dissolution).

ii) In case the tenderer is a Partnership Firm(s), the experience and turnover shall be in the name and style of the firm only.

iii) If the Tenderer is a Partnership Firm, all the partners shall be jointly and severally liable for successful completion of the work and no request for change in the constitution of the Firm shall be entertained.

iv) During the currency of the contract, no partner of the firm shall be permitted to withdraw from the Partnership business and in such an event it shall be treated as breach of trust and abandonment of contract work.

1.2 Partnership deeds, Power of Attorney etc: - The tenderer shall clearly specify whether the tender is submitted on his own or on behalf of a Partnership concern. If the tender is submitted on behalf of a Partnership concern, he should submit the certified copy of Partnership deed along with the tender and authorization to sign the tender documents on behalf of Partnership firm. If these documents are not enclosed along with tender documents, the tender will be treated as having been submitted by individual signing the tender documents. 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 to the execution of the contract. It may, however recognize such Power of Attorney and changes after obtaining proper legal advice, the cost of which will be chargeable to the contractor.

1.3 The tenderer whether sole proprietor, a Limited Company or a Partnership Firm if they want to act through agent or individual partner(s) should submit along with the tender or at a later stage, a Power of Attorney duly stamped and authenticated by a Notary Public or by Magistrate in favour of the specific person whether he/they be partner(s) of the firm or any other person specifically authorizing him/them to submit the tender, sign the agreement, receive money, witness measurements, sign measurement books, compromise, settle, relinquish any claim(s) preferred by the firm and sign "No Claim Certificate" and refer all or any disputes to arbitration.

1.4 a) In case Proprietary Firm or HUF, the following documents shall be enclosed: Affidavit on stamp paper of appropriate value declaring that his/her concern is a proprietary concern and he/she is sole proprietor of the concern or he/she is in position of "KARTA" of Hindu Undivided Family (HUF) and he/she has the authority, power and consent given by other partners to act on behalf of HUF.

b) In case Partnership Firm(s), the following documents shall be enclosed:

i) Notary certified copy of the Partnership deed.

Note: Partnership deed is also acceptable as per Para No.1.0 of Special Conditions of Contract.

ii) Power of Attorney (duly registered as per prevailing law) in favour of one of the partners of the Partnership Firm to sign on the tender/agreement on behalf of the Partnership Firm and create liability against the firm.

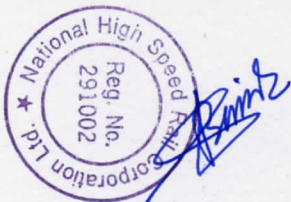
c) In case Private Limited /Limited Companies, the following documents shall be



	<p>enclosed:</p> <p>i) Notary certified copy of Resolution of the Directors of the Company permitting the company to participate in the tender, authorizing MD or one of the Directors or Managers of the Company to sign the agreement, such other documents required to be signed on behalf of the company and enter into liability against the company and/or do any other act on behalf of the company.</p> <p>ii) Copy of Memorandum and Articles of Association of the Company.</p> <p>iii) Power of Attorney (duly registered as per prevailing law) by the company authorizing the person to do/act mentioned in the para (c) (i) above.</p>
26.28	Tender received without Tender fee cost shall be summarily rejected.
26.29	<p>The General Conditions of Contract governing the execution of the works covered by this tender are “IRS General Conditions of Contract” of the Engineering Department, as amended from time to time up to date. A copy of the booklet incorporating the above “IRS General Conditions of Contract” may be perused from www.indianrailways.gov.in</p> <p>In submitting this tender it would be deemed that the tenderer has kept him fully informed of the provision of IRS General Conditions of Contract including all corrections and Ammendments issued up to date and claim that he is not aware of any ammendment or correction slip to IRS GCC shall not be entertained.</p>



SECTION- VI
ANNEXURES / PROFORMAS



ANNEXURE-A

SUPPLEMENTARY AGREEMENT

Articles of Agreement made on this in the year and between National High Speed Rail Corporation Limited acting through the **Chief Project Manager, National High Speed Rail Corporation Limited, Office No. 104, 3rd Floor, Someshwar Square, Near Someshwar Enclave, Vesu, Surat - 395007** hereinafter called as one party and of the second part.

Where the party hereto of the second part executed an agreement with the party hereto of the first part being agreement No. dated for the performance of herein called the principal agreement.

And whereas it was agreed by and between the parties hereto that the works would be completed by the party hereto of the second part on "date last extended" and whereas the party hereto of the second part has executed the work to the entire satisfaction of the party hereto of the first part and whereas the party hereto of the first part already made payments to the party hereto of the second part diverse sums from time to time aggregating to ` including the final bill bearing voucher No. dated (the receipt of which is hereby acknowledged by the party hereto of the second part) in full and final settlement of all his claim under the principal agreement.

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.

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

Signatures of the Witness

Witness

.....

.....



Signature of Tenderer

FORM OF AGREEMENT

(To be executed on requisite value of stamp Papers)

AGREEMENT

THIS AGREEMENT made on _____ day of _____ (Month/year) between **National High Speed Rail Corporation Limited**, (hereinafter called “the Employer/Engineer”) of the one part and _____ (name and address of the Contractor) (hereinafter called “the Contractor”) of the other part.

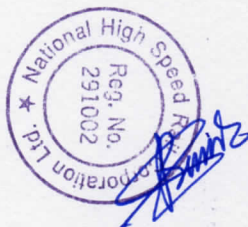
WHEREAS the Employer is desirous that work of “.....” should be executed by the Contractor viz. **Contract No.** _____ (hereinafter called “the Works”, and has accepted a Bid by the Contractor for the execution and completion of such Works and the remedying of any defects therein.

NOW THIS AGREEMENT WITNESSETH as follows:

1. In this Agreement, words and expressions shall have the same meaning as are respectively assigned to them in the Conditions of Contract hereinafter referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement:

Volume I:

- a) The Contract Agreement
- b) Letter of Acceptance
- c) Notice Inviting Tender with Annexures
- d) Form of Bid
- e) Instructions to the Tenderers & Appendices
- f) Appendix to Tender
- i) Annexures/Forms



Volume II: Bill of Quantities

3. 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.

4. 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



Signature of Tenderer

ANNEXURE-C

APPLICATION LETTER

(On the Letter head of the Interested firm)

Date: DD-MM-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: Hiring of vehicle for Mumbai-Ahmedabad High Speed Railway Project under CPM Surat.

Dear Sir,

Being duly authorized to represent and act on behalf of (hereinafter referred to as "the Interested firm") and having reviewed and fully understood all of the requirements of the Tender Document and information provided, the undersigned hereby apply for the project referred above.

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 legally contracted by the client.
- (ii) The information should be specific & to the point to facilitate a quick and objective decision.
- (iii) CERTIFICATE FROM CLIENT SHALL BE ATTACHED AS A PROOF.

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

Signature of Authorised Representative

Name : _____



Signature of Tenderer

ANNEXURE-E

FORMAT FOR LIST OF WORK

(i) The following information should be provided in the format indicated for each reference work for which your company, either individually as a corporate entity or as one of the major companies was legally contracted by the client.

(ii) List shall be provided for only those projects where vehicle 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 organisations where vehicle on lease basis provided:

Sl. No	Name of Project	Name of Client	Value of Project (Rs)	Whether work executed in JV/Consortium.	Details of vehicle services provided

Signature of Authorised Representative _____

Name : _____



Signature of Tenderer

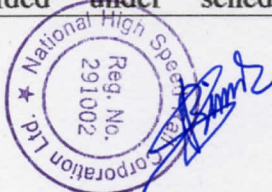
VOLUME - II
BILL OF QUANTITY



BILL OF QUANTITIES (BOQ)

Subject: Hiring of vehicles for Mumbai- Ahmedabad High Speed Railway Project under CPM/Surat.

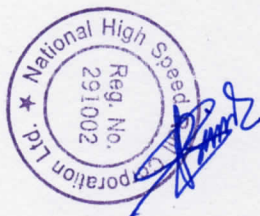
SN	Description of Item	Unit	Qty.	Tendered Rates (Rs.)	Amount (Rs.)
1	Hiring of Three Innova/ Hexa/BRV for 2500 Kms per month with driver, cleaner, fuel, including repairs etc. as per special conditions of tender. (up to 2500 kms per month and up to 300 hrs. per month) Vehicle shall not be older than 18 months.	Month	72	47,469.00	3,417,768.00
2	Charges for per extra Kms beyond 2500 kms for the vehicle provided under schedule item no 1 above.	km	72,000	11	792,000.00
3	Charges for extra hrs. beyond above 300 hrs. per month for the vehicle provided under schedule item no 1 above.	Hr.	1010	60	60,600.00
4	Hiring of Eight Numbers Hatchback Type/ Indica/i-10/ i-20/ Ritz/Swift or similar for 3000 Kms per month with driver, cleaner, fuel, including repairs etc. as per special conditions of tender. (up to 3000 kms per month and up to 312 hrs. per month) Vehicle shall not be older than 18 months.	Month	216	35,313.00	7,627,608.00
5	Charges for per extra Kms beyond 3000 kms for the vehicle provided under schedule item no 4 above.	km	216,000	11	2,376,000.00
6	Charges for extra hrs. beyond above 312 hrs. per month for the vehicle provided under schedule	Hr.	4000	60	240,000.00



	item NS 2 above.				
7	Driver's allowance for night stay or out station	Day	500	400.00	200,000.00
8	Conveyance charges for late night morning duty between 24:00 hours to 06:00 hours.	Day	500	100.00	50,000.00
Total Amount					14,583,976/-
Quoted Rate in terms of Percentage Above / At Par / Percentage below, on cumulative Tender Cost					
Total Quoted Amount in INR (In Figures)					
Total Quoted Amount in INR (In Words)					

Note:

- 1) Contractor to quote single percentage Above/At Par/Below; if different rates quoted by the contractor, the offer will be summarily rejected.
- 2) Taxes likes GST, Road tax, etc to be paid as per the clause 6.2, Section V.
- 3) Tenderer must quote the rates in both "figures" and "Words".
- 4) The rates quoted by firm and accepted by NHSRCL shall be firm and final for first Six months from the date of opening of Tender / Negotiation. After 6 months, price variation will be applicable as per clause 26.21 of TOR.
- 5) Contract is for hiring of vehicle for 24 months.
- 6) All the above vehicles are required for working of 12 hours per day i.e. 8:00 hrs. to 20:00 hrs. which may vary as per the requirement of NHSRCL. The cumulative working hours shall be 312 hrs. for 26 working days in a month.



Note:

- The bidder shall quote rate as per the above schedule.
- Payment for the item shall be made, which are passed and accepted by the officer-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 driver, 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 _____



Signature of Tenderer