



**National High Speed Rail Corporation Limited
(A Joint Venture of Government of India and Participating State Governments)**

BIDDING DOCUMENT

FOR

**CARRYING OUT ENVIRONMENTAL IMPACT ASSESSMENT STUDY / FIELD
WORK AND PREPARATION OF ENVIRONMENT IMPACT ASSESSMENT REPORT
& ENVIRONMENT MANAGEMENT PLAN FOR PROPOSED DELHI-VARANASI
SECTION (ABOUT 865 KMS LONG)**

Tender No.: NHSRCL/CO/CONTRACT/EIA/2020/07

(Single Stage Two Packet Bid)

March 2020

**National High Speed Rail Corporation Limited
Asia Bhawan, Second Floor
Road No 205, Sector-9 Dwarka
New Delhi-110077**



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SECTION-I

NOTICE INVITING TENDER (NIT)



NATIONAL HIGH SPEED RAIL CORPORATION LIMITED**NOTICE INVITING TENDER (NIT)****No.: NHSRCL/CO/CONTRACT/EIA/2020/07****Date:03.03.2020**

1. National High Speed Rail Corporation Limited (NHSRCL), an SPV of Government of India and Participating State Governments, having its Corporate Office at Asia Bhawan 2nd Floor, Road No.205, Sector 9, Dwarka, New Delhi -110077, incorporated under the provisions of Companies Act, 2013, (the 'Employer') invites open bids under **Single Stage Two Packet System for the following works:**

Sl.	Name of Work	Bid Security	Contract Period	Cost of Bidding Document
1	CARRYING OUT ENVIRONMENTAL IMPACT ASSESSMENT STUDY / FIELD WORK AND PREPARATION OF ENVIRONMENT IMPACT ASSESSMENT REPORT & ENVIRONMENT MANAGEMENT PLAN FOR PROPOSED DELHI-VARANASI SECTION (ABOUT 865 KMS LONG)	INR 2,60,000/- (Rupees Two Lakh Sixty Thousand only) (Demand Draft, Pay Order, Bank Guarantee)	06 months	INR 5,900/- (including GST @18%)

2. To participate in the tender, Bidding documents can be purchased from 11:00 hrs. to 17.00 hrs. on all working days from 04.03.2020 to 20.03.2020 from the address mentioned in Para 1 above. The Bidding documents shall be given only to the person authorized in writing by the firm/ company. Cost of tender document shall be INR 5,900/- (Rupees Five Thousand Nine Hundred only) inclusive of GST @18%, which is non-refundable. This amount should be paid in the form of Pay Order/Demand Draft payable in favour of M/s National High Speed Rail Corporation Limited payable at New Delhi. The GSTIN Certificate of the Bidder purchasing the Bidding document shall be submitted at the time of purchase of the Bidding documents.
3. Bidding documents can also be downloaded from Employer website www.nhsrcl.in or <https://eprocure.gov.in/epublish/app>. The bids can be submitted on the downloaded document along with a separate demand draft of INR 5,900/- (Rupees Five Thousand Nine Hundred only) towards the cost of Bidding documents at the time of submission of Bid, in a separate envelope marked "Cost of Bidding documents". Bids received without Bid Document Cost in specified form is liable to be summarily rejected.
4. Bids must be accompanied by a bid security for INR 2,60,000/- (Rupees Two Lakh Sixty Thousand only) in form of DD/ Pay Order/ Bank Guarantee as specified in Clause 15 of Instruction to Bidders in the Bidding documents and shall have to be valid for 45 days beyond the last date of validity of the bid.
5. In case the bidder is exempted to submit the Bid Document Cost/ Earnest Money Deposit (EMD)/Security Deposit (SD) as per the Government policy, the bidder is allowed to exempt from Earnest Money Deposit (EMD) and/or Security Deposit (SD). The onus of proving that the bidder is exempted from payment of Earnest Money Deposit (EMD) and/or Security Deposit (SD) lies on the Bidder. In this connection, it should be noted that mere opening of bid does not mean that the bid has to be considered by NHSRCL as a valid bid. If later, it is discovered from the submitted documents that bidder is not exempted from payment of cost of Bidding Document and/or EMD, his bid shall be treated as non-responsive.



6. In case the bidder is registered as a vendor under the category of Micro, Small and Medium Enterprises (MSME), he must state his Udyog Aadhar Memorandum (UAM) number. The onus of proving that the bidder is exempted from payment of cost of tender document and/or EMD lies on the Bidder. In this connection, it should be noted that mere opening of bid does not mean that the bid has to be considered by NHSRCL as a valid bid. If later, it is discovered from the submitted documents that bidder is not exempted from payment of cost of tender and/or EMD, his bid shall be treated as non-responsive.
7. No pre-bid meeting is planned for this tender.
8. The Employer may issue addendum(s)/corrigendum(s) to the Bidding documents. In such case, the addendum(s)/corrigendum(s) shall be issued and placed on its website www.nhsrcl.in & Central Public Procurement (CPP) Portal <https://eprocure.gov.in/epublish/app> only, at any time before the closing time of tender. This shall be the responsibility of the prospective bidders to check the web site for any such corrigendum/ addendum at the time of closing time of tender and ensure that bid submitted by them are in accordance with all the corrigendum/ addendums. Suitable time extension (not less than 5 days beyond the date of last amendment) for submission of bids will be granted.
9. **Date of Receipt and opening of Technical Bids:** The completed Bids must be dropped in the nominated tender box or delivered to the address below during office hours from 04.03.2020 onwards but not later than 15:00 hrs. on 23.03.2020. Technical Bids will be opened at 15:30 hrs. on 23.03.2020 in the presence of Bidders who choose to be present. Employer will not be responsible for any delays in Bidder obtaining the Bidding documents from NHSRCL/Website or receipt of the submitted bid by Employer. However, Employer reserves the right to postpone/defer the opening, if it deems fit.
10. **Address for Communication:** Interested eligible Bidders may obtain further information from the following address:

General Manager (Contract)
National High-Speed Rail Corporation Limited,
2nd Floor Asia Bhawan, Road No. 205, Sector-9,
Dwarka, New Delhi-110077
Tel No.: 011 -28070001/02/03/04
Email ID – tendercontract@nhsrcl.in
11. National High Speed Rail Corporation Limited reserves the right to cancel the tender before submission/ opening of tender, postpone the bid submission / opening date and to accept/ reject any or all bids without assigning any reasons thereof.
12. Courts in Delhi alone have the jurisdiction to entertain any application or other proceedings in accordance with Laws in India, in respect of anything arising under this bid.

S/d

Officer on Special Duty
National High Speed Rail Corporation Ltd.
2nd Floor, Asia Bhawan, Road No. 205
Sector-9, Dwarka, New Delhi-110077



SECTION-III
INSTRUCTIONS TO BIDDERS (ITB)



INSTRUCTIONS TO BIDDERS (ITB)

A. INTRODUCTION

1 General

1.1 National High Speed Rail Corporation Limited (NHRCL), an SPV of Government of India and State Governments, incorporated under the provisions of Companies Act, 2013, (the 'Employer') invites open bids under Single Stage Two Packet System for the following works:

CARRYING OUT ENVIRONMENTAL IMPACT ASSESSMENT STUDY / FIELD WORK AND PREPARATION OF ENVIRONMENT IMPACT ASSESSMENT REPORT & ENVIRONMENT MANAGEMENT PLAN FOR PROPOSED DELHI-VARANASI SECTION (ABOUT 865 KMS LONG)

1.2 **Name of the Work:** As indicated in Bid Data Sheets (BDS).

1.3 **Scope of Work:** The detailed scope of work is as specified in the 'Terms of Reference (TOR)'.

1.4 The work is proposed to be executed under the following relationship:

a) **Employer:** National High Speed Rail Corporation Limited (NHRCL),
Asia Bhawan, Second Floor,
Road No 205, Sector-9 Dwarka,
New Delhi-110077

b) **Contractor:** The successful bidder to whom the work is awarded shall become the Contractor who will be responsible for the execution of the Contract Works as per this Bidding document.

1.5 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 **NIT Response:**

The NIT Response must be properly signed & stamped as detailed below:

- a) By the proprietor in case of a proprietary firm.
- b) 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 in original shall accompany the Tender).
- c) 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 Bid)
- d) By the authorized representative of the JV/ Consortium on behalf of JV/ Consortium the holding power of attorney, in case the bidder is JV/ consortium.

1.7 Bidders may carefully note that they are liable to be disqualified at any time during the bidding process in case any of the information furnished by them is found to be inaccurate or untrue.

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

1.9 It is the Employer's policy that the Contractor under contracts observe the highest standard of ethics & professionalism during the selection and execution of such



contracts. In pursuance of this policy, Employer:

- a) defines, for the purpose of this paragraph, the terms set forth below as follows:
 - (i) “corrupt practice” means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the selection process or in contract execution;
 - (ii) “fraudulent practice” means a misrepresentation or omission of facts in order to influence a selection process or the execution of a contract;
 - (iii) “collusive practices” means a scheme or arrangement between two or more Contractors with or without the knowledge of the Employer, designed to establish prices at artificial, noncompetitive levels;
 - (iv) “Coercive practices” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process, or affect the execution of a contract.
- b) reject a proposal for award if it determines that the Contractor recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for the contract in question.
- c) declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a contract if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing a contract.

2.0 Bid Prices

- 2.1 The rates shall be offered in the “Bill of Quantity” (BOQ) enclosed in Financial proposal. The rates shall include cost of all activities, wages, all allowances and benefits, payment towards entitled medical and annual leave, PF contributions, ESI incidental costs, insurances (as applicable) along with all taxes, but excluding Goods & Services Tax (GST), etc. as applicable, as per the description in Scope of works and services and BOQ.
- 2.2 Prices quoted by the Bidder will include all manpower, supervision, profit; other levies together with all general risks, liabilities and obligations set out or implied in the contract.
- 2.3 The prices shall remain firm till completion and no escalation shall be entertained.

B BIDDING DOCUMENTS

3.0 Content of Bidding documents

- 3.1 The Bidding documents include the following:

Single Stage Two Packet Bid consisting of Notice Inviting Tender (NIT), Instruction to Bidders (ITB), Bid Data Sheet, Bidding Forms, Terms of Reference (TOR), Special Condition of Contract (SCC), General Condition of Contract (GCC), Contract Forms, Financial Bid proposal and 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 his 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 of Bidding 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 bidding 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.

6.0 Pre-Bid Meeting, Clarifications and Amendments to Bidding Document

6.1 Pre-Bid Meeting

- 6.1.1 No Pre- Bid meeting is planned for this Tender.

6.2 Bidder's Queries

- 6.2.1 The bidder should submit query in writing not later than ten (10) days prior to the deadline for submission of Bids. Replies to bidder queries will be published in Employer's Website <https://www.nhsrcl.in> and Central Public Procurement portal <https://eprocure.gov.in/epublish/app>, but without identifying the source of inquiry not later than five (5) days prior to the deadline for submission of Bids.

6.3 Addendum/ Corrigendum/ Reply to Bidder's Queries

- 6.3.1 At any time prior to the submission of Bids, the Employer may, whether at its own initiative, or in response to a clarification requested by a firm, amend the bid by issuing an Addendum/ Corrigendum. Addendum/ Corrigendum/ Reply to Bidder's Queries shall be uploaded on NHRCL website <http://www.nhsrcl.in> and CPP Portal <https://eprocure.gov.in/epublish/app> only, without informing the name of the Bidder. To give bidders reasonable time in which to take an amendment into account in their Bids, the Employer may at its discretion, if the amendment is substantial, extend the deadline for the bid submission. The issued Addendum(s) and Corrigendum(s) should be considered as part of Bid Document.

C PREPARATION OF BIDS

7.0 Language of Bid

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

8.0 Signing of all Bid Papers and Completing Bill of Quantities

- 8.1 All the pages of the Tender documents (including all Addendum, Corrigendum, if any), drawings (if any) and Bill of Quantities and accompanying documents must be properly stamped and signed by the authorized signatory holding the Power of Attorney on each page and submitted along with the Bid. (The bidder is to enclose Power of Attorney in original).
- 8.2 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. For the Financial Bid, the full copy of the duly filled and signed Bill of Quantities should be submitted.
- 8.3 The bidder must fill and submit the prices as per instructions given in Bill of Quantities. He shall not make any addition or alteration.
- 8.4 Any overwriting, erasures or cancellations shall only be valid, if they are initialed by the signatory (ies) to the bid.
- 8.5 The bid should accompany all documents as mentioned in Instruction to Bidders, duly signed by an authorized person holding the Power of Attorney. Bidder shall compile their Bid document as per the requirements of Instruction to Bidders.

9.0 Deviations

- 9.1 The bidder should clearly read and understand all the terms and conditions, specifications, drawings, etc. mentioned in the original tender documents. If the Bidder has any observations, the same may be indicated in his forwarding letter along with the tender as per relevant Forms. The bidder 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.

10.0 Period of Validity of the Bids

- 10.1 The Bids shall remain valid for the period indicated in BDS after the date of the opening of the tender. If the Bidder gives validity period less than that fixed/prescribed by Employer, the tender shall be liable to be rejected.
- 10.2 Notwithstanding the above Clause, Employer may solicit the bidders' consent to an extension of the validity period of the tender. The request and the response shall be made in writing.

D SUBMISSION AND RECEIPT OF BIDS:

11.0 Submission of fully responsive Bid

- 11.1 The Bidder shall submit a fully responsive bid including all the supporting documents requested in the Bid document. Once the bids are received and opened, Bidders shall not be required nor permitted to change the substance, quoted fee and so forth except at the time of negotiations carried out in accordance with the provisions of the Bid document. However, the Employer may ask in writing from the Bidders any clarifications/ information based on the documents submitted with the bid considered necessary for evaluation, but not having any effect on the quoted fee and the substance of the bid. Bids must be delivered at the address given in the NIT on or before the time and date stated in the NIT or any new date established by Employer according to provisions as set out in relevant Clauses of Instruction to Bidders. The Bids duly filled must be received by Employer at address specified not later than the date and time as mentioned in the NIT.



- 11.2 The Bidders shall submit the bids ensuring the following:
- 1) The Bidding document in full along with all issued Corrigendum/Addendum issued by the Employer duly initialed and stamped on all pages by the authorized signatory shall be serially enclosed and shall form part of submitted Bid as acceptance to all Terms and Conditions of Bidding document by the Bidder.
 - 2) Letter of Technical Bid with all details furnished as per Clause 11.5 of ITB
 - 3) Financial Bid (containing Letter of Financial Bid and Bill of Quantities).
 - 4) Bid Document Cost and Earnest Money Deposit to be deposited as per Bidding Document Conditions
- 11.3 Bids shall contain no interlineations or overwriting, (except as necessary to correct errors) made by Bidders themselves. The person(s) who signed the Bidding document must initial any such corrections, interlineations or overwriting. Bids received after submission due date and time shall be rejected and returned unopened to the bidder.
- 11.4 Bids should be submitted in two separate **sealed** Envelopes submitted simultaneously, clearly marked
- i) Technical Bid consisting of Letter of Technical Bid, Cost of Bidding document, Earnest Money Deposit and all documents listed in ITB 11.5 duly filled, signed and stamped.
 - ii) Financial Bid consisting of Letter of Financial Bid and BOQ duly filled, signed and stamped.
- 11.5 The bidder shall submit the bid compiling all details and information along with all filled in Bid forms as under: -

Sl.	PARTICULARS	REMARKS
1.	Checklist for Bid Submission Documents	Form 1
2.	Bidder Information	Form 2
3.	Bidder Similar Works Experience Details	Form 3
4.	Bidder Specific Project Experience Details	Form 4
5.	Bidders Financial Details	Form 5
6.	Curriculum Vitae (CV) of Key Personnel	Form 6
7.	Work Experience details of Key Experts	Form 7
8.	Declaration	Form 8
9.	Format for Payment through "NEFT/RTGS" System	Form 9
10.	Format for Power of Attorney of Sole Bidder	Form 10
11.	Format for Affidavit to be submitted by Bidder alongwith Bid	Form 11
12.	Form of Bid Security (Bank Guarantee)	Form 12
13.	Format of JV or Consortium Agreement	Form 13
14.	Power of Attorney for Authorized Representative of JV or Consortium Members	Form 14

15.	Power of Attorney to Authorized Representative of JV/Consortium	Form 15
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Note: All Bid Forms to be signed and stamped on all pages by Authorized Signatory and submitted in original.

- 11.6 In case the bidder is registered as a vendor under the category of Micro, Small and Medium enterprises (MSME), he must state his Udyog Aadhar Memorandum (UAM) number. Further, in case the bidder is exempted from payment of cost of bidding document or to submit the Earnest Money Deposit (EMD) or Security Deposit (SD) as per the Government policy, the bidder is allowed to exempt from Earnest Money Deposit (EMD) and/or Security Deposit (SD), the onus of proving that the bidder is exempted from payment of cost of bidding document and/or EMD/ Security deposit lies on the bidder. In this connection, it should be noted that mere opening of bid does not mean that the bid has to be considered by Employer as a valid bid. If later, it is discovered from the submitted documents that bidder is not exempted from payment of cost of bidding document and/or EMD, his bid shall be treated as non-responsive.

12.0 WITHDRAWAL OF BID

- 12.1 No Bid can be withdrawn after submission and during Bid validity period. If the Bid is withdrawn within the Bid validity period, the Earnest Money Deposit (EMD) will be encashed resulting in forfeiture of EMD/Bid Security by the Bidder.
- 12.2 Submission of a Bid by a bidder implies that he has read all the Bidding 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.

13.0 SEALING AND MARKING OF BIDS

- 13.1 The bid shall be delivered, duly on or before the due date and time, containing the Technical and Financial Bid in two separate sealed envelopes, at the address given in BDS and as described below: -
- The two sealed envelopes one marked "TECHNICAL BID-ORIGINAL" and other "FINANCIAL BID-ORIGINAL" shall be sealed in a large envelope. This envelope shall mention name of work at the top and the name of the submitting Bidder at the left hand corner of the envelope.
 - In addition, the Bidder shall submit copies of the Technical and Price Bids, in the number specified in the **BDS** and clearly mark them "COPY." In the event of any discrepancy between the original and the copies, the original shall prevail.
 - The Technical Bid shall comprise Letter of Technical Bid, Cost of Bidding document, Earnest Money Deposit and all documents listed in ITB 11.5 duly filled, signed and stamped.
 - The Financial Bid must contain the Letter of Financial Bid along with quoted Bill of quantities with rates & amounts duly filled, signed and stamped.
 - If all required documents along with Financial Bid are not submitted simultaneously upto the prescribed time and date of opening, the bid offer shall be summarily rejected.
 - The requisite EMD must be submitted along with the Bid. Otherwise, the bid shall be summarily rejected.



- g) The attested copies of the various letters/documentary proofs/statements etc. as applicable should be enclosed with bid and shall be properly indexed.

13.2 In addition to the above, the envelope shall also contain the name and address of the bidder to enable bid to be returned unopened, if so required. Bidder must give their complete postal address of correspondence correctly with PIN code. NHRCL shall not be responsible for any failure of dispatch of letter by the Postal Department

14.0 **TRANSFER OF BID DOCUMENTS**

Transfer of Bid documents purchased by one intending bidder to another bidder is not permissible.

15.0 **EARNEST MONEY DEPOSIT (BID SECURITY)**

15.1 **Earnest Money Deposit**

The bidder must furnish the Bid Security/Earnest Money Deposit as indicated in BDS for the work as specified failing which the Bid shall be summarily rejected. The Earnest Money Deposit may be in any one of the following forms:

- (a) Pay Order/Demand Draft / irrevocable Bank Guarantee of any Scheduled Bank in India (except Co-operative Bank) in favour of National High Speed Rail Corporation Limited payable at a place as given in BDS. 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). In case of Bank Guarantee the same shall be valid till the period mentioned in BDS.
- (b) Employer shall not be liable for payment of any interest on the Earnest Money Deposit.

15.2 **Forfeiture of Earnest Money:**

The Earnest Money Deposit shall be forfeited as per the reasons given in Bid documents, which are as under:

- (a) if a Bidder withdraws its Bid during the period of Bid validity mentioned in BDS.
- (b) if a Bidder misrepresents or omits the facts in order to influence the procurement process;
- (c) if the successful Bidder fails to:
- (i) sign the Contract in accordance with Bidding Condition;
 - (ii) furnish a performance Guarantee;
 - (iii) accept the correction of its Bid Price;
- (d) if the affidavit submitted by the Bidder or its constituents in or any of the declarations of Form of Bid submitted by the Bidder has been found to be false at any stage during the process of Bid evaluation.

15.3 Return of Earnest Money Deposit (EMD):

- (a) The Earnest Money Deposit (EMD) / Bid Security of unsuccessful Bidders shall be returned as promptly as possible upon the successful Bidder's signing the Contract and furnishing the Performance Guarantee.
- (b) The Earnest Money Deposit (EMD) / Bid Security of the successful Bidder shall be returned as promptly as possible upon the successful Bidder's signing the Contract and furnishing the Performance Guarantee.

16.0 CARE IN SUBMISSION

- 16.1 Before submitting the bid, the Bidder will be deemed to have satisfied himself by his actual inspection of the site, that all conditions liable to be encountered during execution of the works are taken into account and that the rates quoted by the Bidder/s in the Bill of Quantities are adequate and all-inclusive for the completion of works to the entire satisfaction of the Employer.

E. BID OPENING AND EVALUATION

17.0 OPENING OF BIDS

- 17.1 Technical Bids will be opened at the address mentioned in "Notice Inviting Tender" in presence of bidders or authorized representatives of bidders who wish to attend the opening of bids. Physical presence during bid opening is optional.

18.0 EVALUATION OF BIDS

- 18.1 Bids will be evaluated as under:

- (a) Evaluation of Technical Bids
- (b) Evaluation of Financial Bid

Only those bidders who have submitted technically responsive bids, their Financial Bids will be opened for evaluation.

18.2 Technical Bid Evaluation

Step 1: Evaluation of General Requirements

The following General Items will be checked:

- (a) The Power of Attorney for the Bid signatory is in the correct form and properly notarized.
- (b) All Bid Forms have been signed by the Authorized Representative.
- (c) All pages of the Bid Documents along with issued Addendum/ Corrigendum/ Reply to Bidder's Queries (if any) have been duly signed on all pages by Authorized Representative and submitted along with the Bid as acceptance to all Terms and Conditions of the Bid document by the Bidder.
- (d) All data to be entered by the Bidder has been provided as per Form 1.
- (e) Any alterations are initialed by Authorized Representative.
- (f) Bid Security and cost of Bidding Document submitted as per Bid Conditions.

All Bids which have passed this Stage of the Evaluation will proceed to the next stage.



Step 2: Evaluation on Qualification Criteria

In this step/stage Bids will be evaluated for Qualifying Criteria. The Qualifying Criteria is provided in **Annexure- I of ITB**.

All Bids which meets the Qualifying Criteria will proceed to the next stage i.e. Financial Bid Evaluation. The Financial Bid shall be opened in the presence of the bidder's representatives who choose to attend.

18.3 Financial Bid Evaluation

- (a) All pages of Bill of Quantities are submitted as per Proforma provided in Bid document duly signed and stamped at all pages by Authorized Signatory.
- (b) Bids containing financial information will be checked for computational errors, and prices will be corrected and adjusted as necessary.
- (c) The Employer shall correct arithmetical errors on the following basis:
 - (i) If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected, unless in the opinion of the Employer there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price shall be corrected;
 - (ii) If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and
 - (iii) If there is any discrepancy between quoted figures and words, the amount quoted in words shall prevail.
- (d) If the Bidder does not accept the correction of errors, its Bid shall be disqualified and its Bid security may be forfeited.

18.4 Employer will negotiate/ award the Contract to the Bidder whose Bid has been determined to be substantially responsive and compliant to the qualifying requirements contained in the Bidding Documents and who has offered the Lowest Evaluated Bid Price.

19.0 CLARIFICATION OF THE BIDS

19.1 To assist the examination, evaluation and comparison of the Bids, Employer may at his discretion ask the bidders for any clarifications as considered essential both for Technical and Financial Bid. 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 Bidder.

20.0 NEGOTIATION

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

“I _____ do declare that in the event of failure of contemplated negotiations relating to Tender No. _____ dated _____ my original bid shall remain open for acceptance on its original terms and conditions.”

21.0 CANVASSING

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

22.0 CONFLICT OF INTEREST

22.1 A Bidder shall not have a conflict of interest. A Bidder shall not be employed under any of the circumstances set forth below throughout the bidding/selection process and/or the execution of the Contract unless the conflict has been resolved in a manner acceptable to Employer.

- (a) A firm shall be disqualified from providing goods or non-consulting services resulting from or directly related to consulting services for the preparation or implementation of a project that it provided or were provided by any affiliate that directly or indirectly controls, is controlled by, or is under common control with that firm. This provision does not apply to the various firms (Contractors or suppliers) only due to the reason that those firms together are performing the Contractor's obligations under a turnkey or design and build contract.
- (b) A firm that has a close business relationship with the Employer's professional personnel, who are directly or indirectly involved in any part of: (i) the preparation of the prequalification and Bidding Documents for the Contract, (ii) the prequalification and Bid evaluation, or (iii) the supervision of such Contract, shall be disqualified.
- (c) Based on the "One Bid Per Bidder" principle, which is to ensure fair competition, a firm and any affiliate that directly or indirectly controls, is controlled by, or is under common control with that firm shall not be allowed to submit more than one Bid, either individually or as a member in a JV. A firm (including its affiliate), if acting in the capacity of a Subcontractor in one Bid, may participate in other Bids, only in that capacity.
- (d) A firm having any other form of conflict of interest other than (a) through (c) above shall be disqualified.

23.0 RIGHT TO ACCEPT ANY BID OR REJECT ALL BIDS

Employer 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 bidders or any obligation to inform affected bidder, the grounds of such action.

24.0 AWARD OF CONTRACT

24.1 Prior to the expiration of the period of Bid validity, Employer shall notify the successful Bidder in writing by a Registered Letter/ Courier/ Speed Post/Mail or per bearer that his Bid has been accepted.

24.2 Letter of Acceptance after it is signed by the Contractor in token of his acceptance shall constitute a legal and binding contract between Employer and the Contractor



till such time the contract agreement is signed. The Parties shall sign a Contract Agreement as per the conditions of contract after the Contractor receives the Letter of Acceptance, unless they agree otherwise. The costs of stamp duties and similar charges (if any) imposed by law in connection with entry into the Contract Agreement shall be borne by the Employer.

25.0 ANNULMENT OF AWARD

25.1 Failure of the successful bidder to comply with the requirement of Clause 24 above shall constitute sufficient ground for the annulment of the award and forfeiture of the EMD in which event the Employer may make the award to any other bidder at his discretion or call for new bids.

26.0 JURISDICTION

This Bid shall be governed by and construed in accordance with the laws of India and in any dispute arising out of or relating to this agreement, the Parties submit to the exclusive jurisdiction of the Courts situated at Delhi, India.



ANNEXURE-I

BID QUALIFYING CRITERIA

1. Qualifying Criteria

1.1 General

- a) The Bidder must have a valid PAN and GST Registration Number.
- b) The Bidder must not have been blacklisted by any Government agency or Public Authority. A self-certified certificate shall be attached in this respect.

1.2 Work Experience of the Bidder

- a) The Bidder must have executed the following works in the preceding seven (7) financial years prior to the closing date of submission of bids:
 - I. 1 no. of 'Similar Works' of minimum length of 300 km each
Or
 - II. 2 nos. of 'Similar Works' of minimum length of 200 km each
Or
 - III. 3 nos. of 'Similar Works' of minimum length of 100 km each
 - IV. "Similar Works" means projects funded by multilateral and bilateral funding agencies (such as World Bank, JICA, ADB etc.) involving Environment Impact Assessment Study, & Environment Management Plan Preparation for Linear Projects (like Railways, Highways, Waterways & Metro Rail) and where the report has been successfully accepted by the concern funding agency.
- b) Bidder should have experience of successfully assisting client in obtaining Environment related clearances from MoEF&CC/concerned departments for minimum one linear project in the preceding seven (7) financial years prior to the closing date of submission of bids. **Bidder should submit / attach a relevant document / certificate in this regard from respective client to establish the criteria.**
- c) The bidder shall have NABET/QCI accredited EIA Coordinator Under Category A for Sector 34, i.e. Highways and Sector 39, i.e. Township & Area Development Projects and the company shall be NABET/QCI accredited Under Category A for Sector 34, i.e. Highways and Sector 39, i.e. Township & Area Development Projects or shall have valid MoU with NABET/QCI accredited company. QCI/NABET certificate shall be valid at the time of submission of the bid. **Bidder to submit relevant document to establish the criteria.**
- d) The bidder shall have their own NABL accredited Laboratory for physical, biological and chemical parameters as required for assessing the water quality, soil quality, noise level, bottom sediments and ambient air quality in accordance to the CPCB guidelines or shall have valid MoU with the such NABL accredited Laboratory. **Bidder to submit relevant document to establish the criteria.**



1.2 Financial Strength:

- a) **Net Worth:** As a minimum the Contractor's **NET WORTH** shall be calculated as difference between total assets and total liabilities should be positive in last year and should be positive for atleast 2 years during the last three years.
- b) **Average Annual Turnover:** The bidder should have Average Annual Turnover in the last three financial years i.e. 2016-2017, 2017-2018 and 2018-2019 of minimum INR 48 lakhs.

1.4 Manpower Strength:

- a) The Bidder should have following Key Expert's:
 - 1) Team Leader (1 nos) –
 - i. MSc Environmental Science/ MTech Environment Engineering with minimum experience of 15 years
 - ii. QCI/NABET Accredited EIA Coordinator for Sector 34 and Sector 39
 - iii. Experience of undertaking minimum 10 nos. EIA & EMP assignments in linear projects in Railways, Highways, Waterways & Metro Rail sector (the reports should have been accepted by the concerned funding agency or MoEF&CC)
 - 2) Deputy Team Leader (2 nos)
 - i. MSc Environmental Science/ MTech Environment Engineering with minimum experience of 10 years
 - ii. QCI/NABET Accredited Functional Area Experts in SHW/WP/AQ/HG/EB/NV
 - iii. Experience of undertaking minimum 5 nos. EIA&EMP assignments in linear projects in Railways, Highways, Waterways & Metro Rail sector (the reports should have been accepted by the concerned funding agency or MoEF&CC)
- b) Detailed CV along with Candidate commitment & original signature is required. Letter from HR Dept. for working in the current organization should be certified for the previous one year upto the date of bid submission. If the Key Experts are not working in the current organisation, bid shall not be considered for further evaluation.

1.5 Other Condition and conditions applicable for JV/ Consortium Bidders

- a) Bidder can be single entity or in case JV is allowed the JV/ consortium shall be of not more than three members
- b) In case of JV/Consortium the minimum share of Lead Member shall be 40% and of each other members shall be minimum 20%.
- c) Each Member individually must meet the criteria mentioned at para 1.1 above.
- d) For Work Experience in similar works stipulated at para 1.2 above:
 - (i) The JV/ Consortium as a whole shall meet the requirement.
 - (ii) Each contract performed by any one of the JV/ Consortium member shall satisfy the Experience in similar work of a single contract as required for single entity

- (iii) Credit of JV/ consortium members shall be considered based on responsibility matrix of the respective work activity to the respective JV members, if specified.
- (iv) The qualifying work performed as a JV/ consortium member shall be considered provided the share of JV/consortium member in the JV/consortium was more than 26%. No credit shall be given to the member if share is less than 26%.
- (v) Only work executed as main/ prime contractor to the client shall be considered/ evaluated. Works executed as sub-contractor/ sub-Contractor to a main Contractor/ contractor shall not be considered.
- e) For Financial strength stipulated at para 1.3 above:
 - (i) Each Member must meet the Net Worth criteria requirement individually.
 - (ii) In case of JV/ Consortium the Lead Member should meet minimum 40% of the Average Annual Turnover requirement. Each other Member should meet minimum 20% of the requirement. All combined must meet the requirement of 100%.
- f) The Manpower Strength criteria shall be met by JV/ Consortium collectively.

Notes:

- a) The Bidder shall submit details of works executed/ financial strength/ manpower capabilities in the respective Forms given in Annexure/Performa.
- b) Joint and Several Liability – Members of the JV Firm to which the contract is awarded, shall be jointly and severally liable to the Employer (NHRCL) for execution of the project in accordance with General and Special Conditions of Contract. The JV members shall also be liable jointly and severally for the loss, damages caused to the Employer during the course of execution of the contract or due to non-execution of the contract or part thereof.
- c) The JV shall nominate a representative (from lead Member only) who shall have the authority to conduct all business for and on behalf of JV during the bidding process and subsequent stages.
- d) Normally BID SECURITY shall be submitted only in the name of the JV Firm and not in the name of constituent member. However, in exceptional cases BID SECURITY in the name of Lead Member can be accepted subject to submission of specific request letter from Lead Member stating the reasons for not submitting BID SECURITY in the name of JV Firm and giving written confirmation from JV members to the effect, that BID SECURITY submitted by the Lead Member may be deemed as BID SECURITY submitted by JV Firm.
- e) A copy of Memorandum of Understanding (MOU) executed by the JV members shall be submitted by the JV Firm along with the Bid. The complete details of the members of the JV firm, their share and responsibility in the JV firm etc. particularly with reference to financial, technical and other obligations shall be furnished in the MOU.
- f) On award of contract to a JV Firm, a single Performance Guarantee shall be submitted by the JV Firm as per bid conditions. All the Guarantees like Performance Guarantee, Bank Guarantee for Mobilization Advance, Machinery Advance, etc. shall be accepted only in the name of the JV Firm and no splitting of guarantees amongst the members of the JV Firm shall be permitted.

SECTION-III
BID DATA SHEET (BDS)



BID DATA SHEET

Tender Notice No.	NHRCL/CO/CONTRACT/EIA/2020/07
ITB 1.1	Name of Work: CARRYING OUT ENVIRONMENTAL IMPACT ASSESSMENT STUDY / FIELD WORK AND PREPARATION OF ENVIRONMENT IMPACT ASSESSMENT REPORT & ENVIRONMENT MANAGEMENT PLAN FOR PROPOSED DELHI-VARANASI SECTION (ABOUT 865 KMS LONG)
ITB 10.1	Validity of Bids shall be Ninety (90) days from the date of Bid submission deadline
ITB 13.1	Bid to be submitted/ delivered / addressed (if it is sent by Post) to the office of: General Manager (Contracts), National High Speed Rail Corporation Limited, Asia Bhawan, Second Floor, Road No 205, Sector-9 Dwarka, New Delhi-110077.
13.1 a)	In addition to the Original of the Bid, one (1) Copy shall be submitted alongwith a soft copy. The Original and Copy shall be enclosed with a soft copy (DVD). The soft copies shall be in the form of scanned copies in PDF format. The copy of the Bids (Technical and Financial Bids) shall be sealed in the respective Technical and Financial Bid Envelopes.
ITB 15.1	Earnest Money Deposit (EMD) shall be INR 2,60,000/- (Rupees Two Lakh Sixty Thousand only)
ITB 15.1 a)	Pay order/ Demand Draft Payable at New Delhi Bank Guarantee for Bid Security/EMD shall be valid 45 days beyond the Bid Validity Period

SECTION- VI
BIDDING FORMS
(TECHNICAL BID)

LETTER OF TECHNICAL BID
[On Bidder's Company Letterhead]

To
Officer on Special Duty
National High Speed Rail Corporation Ltd.
2nd Floor, Asia Bhawan, Road No. 205
Sector-9, Dwarka, New Delhi-110077

Dear Sir,

We, the undersigned, declare that:

- (a) We have examined and have no reservations to the Bidding Documents, including addenda issued in accordance with Instructions to Bidders. *Insert the number and issuing date of each addendum*;
- (b) We offer to execute in conformity with the Bidding Documents the following Works: **CARRYING OUT ENVIRONMENTAL IMPACT ASSESSMENT STUDY / FIELD WORK AND PREPARATION OF ENVIRONMENT IMPACT ASSESSMENT REPORT & ENVIRONMENT MANAGEMENT PLAN FOR PROPOSED DELHI-VARANASI SECTION (ABOUT 865 KMS LONG). (Tender No. NHSRCL/CO/CONTRACT/EIA/2020/07)**
- (c) Our Bid shall be valid for a period of **90** days from the date fixed for the Bid submission deadline in accordance with the Bidding Documents, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- (d) We are not participating, as a Bidder or as a subcontractor, in more than one Bid in this bidding process in accordance with Instruction to Bidders;
- (e) We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf will engage in any type of fraud and corruption.
- (f) In case incorrect, fabricated or suppressed information is noticed after the award of contract, then NHSRCL reserves the right to terminate the contract and forfeit all deposits available with NHSRCL.

Name of the Bidder* *[insert along with complete name of person signing the Bid]*

Name of the person duly authorized to sign the Bid on behalf of the Bidder** *[insert complete name of person duly authorized to sign the Bid]*

Title of the person signing the Bid *[insert complete title of the person signing the Bid]*

Signature of the person named above *[insert signature of person whose name and capacity are shown above]*

Date signed: *[insert date of signing]* day of *[insert month]*, *[insert year]*

*In the case of the Bid submitted by joint venture, a consortium specifies the name of the Joint Venture as Bidder and or that of consortium partners.

**Person signing the Bid shall have the power of attorney given by the Bidder and the same shall be attached with the Bid.



FORM- 1**CHECKLIST OF TECHNICAL BID SUBMISSION**

The bids shall be accompanied with the followings:

SN	Document / Items required	Attached/ Not Applicable (NA)																																																
1	Letter of Technical Bid																																																	
2	All Forms Duly filled: <table border="1" data-bbox="272 595 1222 1462"> <thead> <tr> <th>Sl.</th> <th>PARTICULARS</th> <th>REMARKS</th> </tr> </thead> <tbody> <tr> <td>1.</td> <td>Checklist for Bid Submission Documents</td> <td>Form 1</td> </tr> <tr> <td>2.</td> <td>Bidder Information</td> <td>Form 2</td> </tr> <tr> <td>3.</td> <td>Bidder Similar Works Experience Details</td> <td>Form 3</td> </tr> <tr> <td>4.</td> <td>Bidder Specific Project Experience Details</td> <td>Form 4</td> </tr> <tr> <td>5.</td> <td>Bidders Financial Details</td> <td>Form 5</td> </tr> <tr> <td>6.</td> <td>Curriculum Vitae (CV) of Key Personnel</td> <td>Form 6</td> </tr> <tr> <td>7.</td> <td>Work Experience details of Key Experts</td> <td>Form 7</td> </tr> <tr> <td>8.</td> <td>Declaration</td> <td>Form 8</td> </tr> <tr> <td>9.</td> <td>Format for Payment through "NEFT/RTGS" System</td> <td>Form 9</td> </tr> <tr> <td>10.</td> <td>Format for Power of Attorney of Sole Bidder</td> <td>Form 10</td> </tr> <tr> <td>11.</td> <td>Format for Affidavit to be submitted by Bidder along with the Bid</td> <td>Form 11</td> </tr> <tr> <td>12.</td> <td>Form of Bid Security (Bank Guarantee)</td> <td>Form 12</td> </tr> <tr> <td>13.</td> <td>Format of JV or Consortium Agreement</td> <td>Form 13</td> </tr> <tr> <td>14.</td> <td>Power of Attorney for Authorized Representative of JV or Consortium Members</td> <td>Form 14</td> </tr> <tr> <td>15.</td> <td>Power of Attorney to Authorized Representative of JV/Consortium</td> <td>Form 15</td> </tr> </tbody> </table>	Sl.	PARTICULARS	REMARKS	1.	Checklist for Bid Submission Documents	Form 1	2.	Bidder Information	Form 2	3.	Bidder Similar Works Experience Details	Form 3	4.	Bidder Specific Project Experience Details	Form 4	5.	Bidders Financial Details	Form 5	6.	Curriculum Vitae (CV) of Key Personnel	Form 6	7.	Work Experience details of Key Experts	Form 7	8.	Declaration	Form 8	9.	Format for Payment through "NEFT/RTGS" System	Form 9	10.	Format for Power of Attorney of Sole Bidder	Form 10	11.	Format for Affidavit to be submitted by Bidder along with the Bid	Form 11	12.	Form of Bid Security (Bank Guarantee)	Form 12	13.	Format of JV or Consortium Agreement	Form 13	14.	Power of Attorney for Authorized Representative of JV or Consortium Members	Form 14	15.	Power of Attorney to Authorized Representative of JV/Consortium	Form 15	
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3	Attested copies of Affidavit for Sole Proprietorship / Memorandum of Association or Articles of Association along with details pertaining to place of registration, principal place of business of the firm, etc./ copy of Partnership Deed in case of Partnership firm, copy of LLP Agreement in case of LLP Firm.																																																	
4	Bid Security/ EMD of Rs. INR 2,60,000/- (Rupees Two Lakh Sixty Thousand only)																																																	
5	GST Registration Certificate & No.																																																	
6	PAN No. of the firm																																																	
7	Bidding Document along with Addendum/ Corrigendum/ Reply to Bidder's Queries (if any) duly signed & stamped on all pages as Bidder's acceptance to all Terms and Conditions of Bidding document.																																																	



SN	Document / Items required	Attached/ Not Applicable (NA)
8	Details of Cost of bidding Documents submitted, if any	
9	Document / Certificate towards experience of successfully assisting client in obtaining Environment related clearances from MoEF&CC/concerned departments for minimum one linear project in the preceding seven (7) financial years prior to the closing date of submission of bids.	
10	Document towards Valid QCI/NABET certificate. The bidder shall have NABET/QCI accredited EIA Coordinator Under Category A for Sector 34, i.e. Highways and Sector 39, i.e. Township & Area Development Projects and the company shall be NABET/QCI accredited Under Category A for Sector 34, i.e. Highways and Sector 39, i.e. Township & Area Development Projects or shall have valid MoU with NABET/QCI accredited company.	
11	Document / Certificate towards proof of their own NABL accredited Laboratory for physical, biological and chemical parameters as required for assessing the water quality, soil quality, noise level, bottom sediments and ambient air quality in accordance to the CPCB guidelines or shall have valid MoU with the such NABL accredited Laboratory.	

Signature of the Bidder



FORM-2**Bidder's Information Form**

To establish its qualifications to perform the contract in accordance with Qualification Criteria the bidder shall provide the information requested in the corresponding Information Sheets included hereunder.

Bidder's Information		
Bidder's legal name		
Bidder's country of constitution		
Bidder's year of constitution		
In case of JV/Consortium, state the countries and year of constitution of each member)		
Status of the bidder (Please tick against the relevant category)	Sole Proprietorship Firm:	<input type="checkbox"/>
	Partnership Firm:	<input type="checkbox"/>
	Private Ltd Company:	<input type="checkbox"/>
	Public Limited Company:	<input type="checkbox"/>
	JV / Consortium:	<input type="checkbox"/>
In case of JV/Consortium, Legal name of each partner with percentage participation (also provide information of each member in separate sheet)	Legal name of JV/Consortium member	% participation
	1.	
	2.	
	3.	
Name of Lead Member of JV/Consortium		
Bidder's legal address in country of constitution and in India		
Bidder's authorized representative (name, address, telephone numbers, fax numbers, e-mail address)		
Bidder's bank account details for the refund of bid security (if submitted in the form of DD/BC) by RTGS/NEFT		
Bidder's GST No. (attach GST registration Certificate) <i>In case bidder participates in JV/Consortium each individual member has to mention their GST No.</i>		

Signature of the Bidder



FORM- 3

Bidder Similar Works Experience Details

Relevant Works Carried out in the Last Seven Years Which Best Illustrate Qualifications

Date: -----

Bidder's Legal Name: -----

Bidder's experience in preparing EIA Report, EMP and obtaining necessary clearances for Railways/ Highways/ Waterways/ Metro Rail Projects

Sl.	Name of work / contract	Name of the project	Project Linear Length (KM)	Funding Agency
1				
2				
3				

Note:-

- 1) For each contract mentioned above, the details to be filled separately for each project as per Format given in Form-4.
- 2) Bidder to quote top 3 projects.
- 3) Client's certificate for works completed shall be furnished by the Bidder in support of work experience.

SEAL AND SIGNATURE OF THE BIDDER

Certified that all figures and facts submitted in this form have been furnished after full consideration of all observations/notes in Auditor's reports.

Chartered Accountant /Company Auditor/ Statutory Auditor

(Signature of CA/Auditor)

Name of CA/Auditor: _____

Registration No: _____

Address

Contact No

Email ID.....

(Seal)

Note:

The Bidder is not required to submit any document other than those mentioned above as documentary evidence along with the Bidding Documents. All information furnished in this Form shall be certified by a Chartered Accountant/Company Auditor/Statutory Auditor. In case of JV, credit shall be given according to the responsibility matrix.



FORM- 4

Bidder Specific Project Experience Details

[The following table shall be filled in by the Bidder for each Project]

Date: -----

Bidder's Legal Name: -----

Contract of Similar Nature	
SIMILAR CONTRACT NO.	INFORMATION
Name of Work & Contract Agreement No.	
Name of Project	
Award Date and start date	
Project Completion Date	
Role in Contract <i>[check the appropriate box]</i>	Works executed as Prime Contractor only as Single entity <input type="checkbox"/> JV/ Consortium/Association member <input type="checkbox"/>
Name of Funding agency	
Total Contract Amount	
Total Amount received from Client	
If member in a JV/ Consortium, specify participation in total contract amount	Bidder's share, in terms of monetary value, in case Bidder was a member of JV/ Consortium / Association member in the subject work
a) Brief Scope of Work b) JV/ Consortium and Responsibility matrix for the EIA activities	
Client's Name:	
Client's Address: Telephone/fax number E-mail:	

Note:



1. The Bidder is not required to submit any document other than those mentioned above as documentary evidence along with the Bidding Documents. All information furnished in this Form shall be certified by a Chartered Accountant/Company Auditor/Statutory Auditor. In case of JV, credit shall be given according to the responsibility matrix.

Bidder's Representative:

Signature :
Name :
Position :
Date :.....
Company :.....
Company stamp

Chartered Accountant /Company Auditor/ Statutory Auditor

(Signature of CA/Auditor)
Name of CA/Auditor: _____
Registration No: _____
Address
Contact No
Email ID.....
(Seal)



Bidder's Financial Situation

Name of the Bidder: _____

S. No	Particulars	Financial Data for Last 3 years (INR)		
		FY 2016-2017	FY 2017-2018	FY 2018-2019
1	Total Assets			
2	Current Assets			
3	Total Liabilities			
4	Current Liabilities			
5	Net Worth [= 1-3]			
6	Working Capital [=2-4]			
7	Annual Turnover			

SEAL AND SIGNATURE OF THE BIDDER

Certified that all figures and facts submitted in this form have been furnished after full consideration of all observations/notes in Auditor's reports.

Chartered Accountant /Company Auditor/ Statutory Auditor

(Signature of CA/Auditor)

Name of CA/Auditor: _____

Registration No: _____

Address

Contact No

Email ID.....

(Seal)

Note: The bidder shall note following:

- 1.1 All such documents reflect the financial situation of the Bidder and not sister or parent companies.
- 1.2 The Bidder is not required to submit any document other than those mentioned above as documentary evidence along with the Bidding Documents. All information furnished in this Form shall be certified by a Chartered Accountant/Company Auditor/Statutory Auditor. In case of JV, credit shall be given according to the responsibility matrix.
- 1.3 In case of JV/ Consortium the details shall be provided separately for all the member of JV/ Consortium



FORM- 6

**FORMAT FOR CURRICULUM VITAE (CV) OF TEAM LEADER / DEPUTY TEAM LEADERS
FOR ASSIGNMENT**

(Use separate form for each proposed Key Expert. Each page of the CV shall be signed by both the Personnel concerned and by the Authorized Representative of the Bidder along with the seal of the firm. Photocopies will not be considered for evaluation)

Proposed Position:

Name of Personnel:

Date of Birth:

Nationality:

Joining Date in Bidder's Organization:

Summary of Qualification/ Experience:

Qualification/Experience*	Relevant Details
1. Educational Qualifications:	
2. Experience details Employment Record: (Starting with present position, list in reverse order every employment held.)	Name of the Employer/ Position held From - To Total No. of years of experience
3. Relevant experience of similar in Railway/ highway/ Waterways/ Metro Rail Projects [List the assignment as per qualification criteria for assessment]	• <i>Details to be provided in Form-7</i>

***Qualification & Experience should be confirming to Qualifying Criteria (Annexure-1 to ITB)**

Certification:

I am willing to work on the Project and I will be available for entire duration of the Project assignment as required. I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes me, my qualifications and my experience.

(Signature and name of the Professional)

Place

Date

Certified that the above employee is working in the Bidder's organization.

Name and Signature of HR Head of the Bidder's Company

(Signature and name of the Authorized Signatory of the Bidder)



Format for Work Experience Details of Key Experts

(For TEAM LEADER / DEPUTY TEAM LEADERS ETC.)

(Use separate form for each proposed Key Expert. Each page of the CV shall be signed by both the Personnel concerned and by the Authorized Representative of the Applicant firm along with the seal of the firm. Photocopies will not be considered for evaluation)

Sl.	Name of Contract	Name of Project	Funding Agency	Role of Key Expert	Description of assignment	Length of Project (Kms)
Note:-	<ul style="list-style-type: none"> For Team Leader, best ten (10) assignments shall be listed. In case more than 10 projects are listed, projects mentioned at Sr.No.1 to 10 will only be considered. For Deputy Team Leaders best 5 assignments shall be considered. 					

(Signature and name of the Professional)

Place

Date

Certified that the above employee is working in the Bidder's organization from [date of joining] To [current date]

Name and Signature of HR Head of the Bidder's Company

(Signature and name of the Authorized Signatory of the Bidder)



DECLARATION

1. I AM/WE ARE NOT RELATED TO ANY ONE EMPLOYEE IN ANY CAPACITY OF THE NHRCL.

OR

2. I/WE DRAW ATTENTION TO THAT FACT THE I/WE ARE RELATED TO THE FOLLOWING EMPLOYEES OF THE NHRCL.

Sl.	Name of the Employee	Department	Degree of Relationship

Signature :
Name :
Position :
Date : _____
Company : _____
Company stamp

NOTE: - ITEMS WHICH IS NOT APPLICABLE SHOULD BE STRUCK OFF.



FORM- 9

**FORMAT FOR PAYMENT THROUGH “NEFT/RTGS” SYSTEM
CONTRACTOR/VENDOR PAYMENT**

Sr. No.	Name of Party	Detail given by Contractor/ Vendor
1	Work/Supply order No.	
2	Date	
3	Name of Bank	
4	Address of Bank	
5	Name of Bank Branch	
6	Address of Bank Branch	
7	Place	
8	Account Number	
9	MICR Code	
10	IFS Code	
11	Mobile No (for SMS)	
12	E-Mail ID	
13	PAN Number	

Note:-

-Please attach Photo copy of 1st page of pass book (Containing account number, name of account holder, branch name) and Photo of one blank cheque (for IFS code) to ensure the prompt payment.

-Form should be filled up in two sets.

Signature :
 Name :
 Position :
 Date :.....
 Company :.....

Company stamp



**FORMAT OF POWER OF ATTORNEY FOR AUTHORIZED SIGNATORY OF SINGLE
ENTITY**

POWER OF ATTORNEY*

(To be submitted in Original)

(To be executed on non-judicial stamp paper of the appropriate value in accordance with relevant stamp Act. The stamp paper to be in the name of the company who is issuing the power of Attorney)

Know all men by these presents, I/ we..... do hereby constitute, appoint and authorize Mr./Ms. (name and residential address) who is presently employed with us and holding the position of as our attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our Bid for ----- including signing and submission of all documents and providing information/ responses to NHRCL, New Delhi representing us in all matters, dealing with National High Speed Rail Corporation Limited in all matters in connection with our Bid for the said project.

We hereby agree to ratify all acts, deeds and things lawfully done by our said representative pursuant to this Power of Attorney and that all acts, deeds and things done by our aforesaid representative shall and shall always be deemed to have been done by us.

Dated this the day of 20.....

.....
(Signature of authorised Signatory)

.....
(Signature of Attorney)

.....
(Signature and Name in Block letters of Signatory)
Seal of Company
Witness

Witness 1:
Name:
Address:
Occupation:

Witness 2:
Name:
Address:
Occupation:

***Notes:**

This Power of Attorney shall be executed in English according to the applicable laws in the Bidder's country, taking into account the notes stated below:

- The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant (s) and when it is so required the same should be under common seal affixed in accordance with the required procedure.*
- Whenever required, the Bidder should submit for verification the extract of the charter documents and the shareholder resolution in favour of the person executing this document on behalf of the Bidder.*
- For a required document executed and issued overseas, the document will also have to be legalised by the Embassy of India in the Bidder's country and notarized in the jurisdiction*



where it is being issued. However, documents provided by Bidders from countries that have signed The Hague Legislation Convention 1961 are not required to be legalized by the Indian Embassy, if they carry a conforming Apostille certificate.



FORM- 11

**FORMAT FOR AFFIDAVIT TO BE SUBMITTED BY THE BIDDER
ALONGWITH THE BID**

*(To be executed in presence of Public Notary on non-judicial stamp paper of the appropriate value in accordance with relevant stamp Act. The stamp paper has to be in the name of the Bidder)**

I (Name and designation)..... appointed as the attorney/authorized signatory of the Bidder, M/s. _____ (hereinafter called the Bidder for the purpose of the Bid for the work of _____ as per the Tender No. _____ of NHSRCL, do hereby solemnly affirm and state on behalf of the Bidder as under:

1. *We declare that the Bidder has not been Blacklisted/ banned for business dealing for all Government Departments, or by Ministry of Railways or by NHSRCL at any time and/or no such blacklisting is in force as on the deadline for submission of bids.
2. That the Bidder is neither Bankrupt/Insolvent nor is in the process of winding-up nor such a case is pending before any Court on the deadline of submission of the bids.
3. We declare that the Bidder have not either changed their name or created a new business entity as covered by the definition of "Allied Firm" under para 1102 (iii) of chapter XI of Vigilance Manual of Indian Railways with latest amendments and corrections (available on website of Indian Railways), consequent to having been banned business dealings or suspended business dealings.
4. We declare and certify that we have not made any misleading or false representation in the forms, statements and attachments in proof of the qualification requirements submitted in the bid.
5. We declare that the information and documents submitted along with the proposal by us are correct and we are fully responsible for the correctness of the information and documents, submitted by us.
6. We understand that in case we do not fulfill the requirements of the eligibility and qualifying criteria at any time after opening of the proposals and till finalization of proposals, it will be our bounden duty to inform the Employer of our changed status immediately and in case of our failure to do so, our proposal shall be rejected and bid security shall be forfeited. We shall also be liable for Banning of Business dealings with employer upto a period of three years, or for such period as may be decided
7. We also understand that if the contents of the affidavit are found to be false at any time after the award of the contract it will lead to termination of the contract, forfeiture of performance security and banning of business dealings for a period of upto five years.

SEAL AND SIGNATURE OF THE BIDDER

Verification:

Verified on _____ day of _____ at _____ that the contents of the above-mentioned affidavit are true and correct and nothing material has been concealed there from.

SEAL AND SIGNATURE OF THE BIDDER

- *Attestation before Magistrate/Public Notary*



FORM OF BID SECURITY/EMD (BANK GUARANTEE)

[Insert Guarantor letterhead or SWIFT identifier code]

Beneficiary: *[Insert name and Address of the Employer]*

Date: *[Insert date of issue]*

BANK GUARANTEE No.: *[Insert guarantee reference number]*

Guarantor: *[Insert name and address of place of issue, unless indicated in the letterhead]*

We have been informed that *[insert name of the Bidder]* (hereinafter called "the Applicant") has submitted or will submit to the Beneficiary its Bid (hereinafter called "the Bid") for the execution of "*[Insert Tender Details]*".

Furthermore, we understand that, according to the Beneficiary's conditions, Bids must be supported by a bid guarantee.

At the request of the Applicant, we, as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of *[insert amount in words]* (*[insert amount in figures]*) upon receipt by us of the Beneficiary's complying demand, supported by the Beneficiary's statement, whether in the demand itself or a separate signed document accompanying or identifying the demand, stating that either the Applicant:

- (a) has withdrawn its Bid during the period of bid validity set forth in the Applicant's Letter of Bid ("the Bid Validity Period"), or any extension thereto provided by the Applicant; or
- (b) having been notified of the acceptance of its Bid by the Beneficiary during the Bid Validity Period or any extension thereto provided by the Applicant, (i) has failed to execute the contract agreement, or (ii) has failed to furnish the Performance Security, in accordance with the Instructions to Bidders of the Beneficiary's bidding documents.

This guarantee will expire and shall be returned: (a) if the Applicant is the successful Bidder, upon our receipt of copies of the contract agreement signed by the Applicant and the Performance Security issued to the Beneficiary in relation to such contract agreement; or (b) if the Applicant is not the successful Bidder, upon the earlier of (i) our receipt of a copy of the Beneficiary's notification to the Applicant of the results of the bidding process; or (ii) twenty-eight days after the end of the Bid Validity Period.

Consequently, any demand for payment under this guarantee must be received by us at the office indicated above on or before that date.

Notwithstanding anything contained herein:

- a. Our liability under this Bank Guarantee shall not exceed Rs _____ (Rupees _____ only)
- b. This Bank Guarantee shall be valid upto _____
- c. We are liable to pay the guaranteed amount or any part thereof under the Bank Guarantee only and only if you serve upon us a written claim or demand on or before _____ (date which is 3 months after date mentioned at (b) above)

[signature(s)]

[Note: All italicized text is for use in preparing this form and shall be deleted from the final product.]



FORM of JV or CONSORTIUM AGREEMENT

The Partners of the Joint Venture / Consortium shall provide JV/Consortium Agreement for JV/Consortium Participation which includes at least the following

M/s _____ {Insert Name of Lead Partner} _____, having its registered office at _____ (hereinafter referred to as) is the Lead Partner of the JV or Consortium and acting as the Authorized Representative of the JV/Consortium on first part; and

M/s _____ {Insert Name of Partner} _____, having its registered office at _____ (hereinafter referred to as '_____') in the capacity of a Joint Partner of the JV/Consortium on the other part.

M/s _____ {Insert Name of Partner} _____ having its registered office at _____ (hereinafter referred to as '_____') in the capacity of a Joint Partner of the JV/Consortium on the other part.

The expressions of _____ and _____ and _____ shall wherever the context admits, mean and include their respective legal representatives, successor interest and assigns and shall collectively be referred to as "the Parties" and individually as "the Party"

WHEREAS:

National High Speed Rail Corporation Limited, which is owned by the Government of India, [hereinafter referred to as "Employer"] has invited bids for Works of "[Name of Work]".

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

- (1) The following documents shall be deemed to form and be read and construed as an integral part of this JV or Consortium Agreement.
 - (i) Invitation for bid;
 - (ii) Bidding Documents issued by the Employer
 - (iii) Any Addenda to the Bidding Documents issued by the Employer
 - (iv) The Bid submitted on our behalf jointly by the Authorised Representative from the Lead Partner.
- (2) The 'Parties' have studied the Bid Documents and have agreed to participate in submitting a 'Bid' jointly.
- (3) Mr./Ms. _____, authorised representative of the Lead Partner and an employee of the Lead Partner whose details are provided as under, shall be the Authorized Representative of the JV or Consortium for all intents and purpose. He / She shall have the authority to conduct all business for and on behalf of any and all the Partners of JV/Consortium during the bidding process and in the event the JV or Consortium is awarded the Contract, during Contract execution. Thus in the event of the award of Contract, the Authorised Representative will be the Contractor's Representative as per clause 1.13 of General Conditions of Contract.



Name, Designation, Address, Tel/Fax no E Mail ID

(3.1) In the event of the above Authorised Representative being replaced by or dissociating with/leaving the Lead Partner, the Lead Partner shall immediately appoint another of its employee as its Authorised Representative (with the consent of other JV/Consortium Partners (as given in form attached). During any such period when the Lead Partner is not able to have an Authorised Representative, the MD/Chairman of the lead partner will be considered to be the Authorised Representative for the purpose of this Bid and subsequent the Contract (if awarded).

(4) We undertake that

- (a) the Lead Partner of our JV/Consortium -----(Name of the Lead Partner) shall have the maximum financial stake amongst the other partners of the JV/Consortium.
- (b) that the nationality of at least one partner is India and the nationality of other partners are [Name of Country].
- (c) The distribution of responsibilities in execution of the Works and the percentage participation amongst various Partners of the JV/Consortium for the subject work shall be as under:

Sl. No.	Name of the Member	Role (Lead Member/ Member)	Distribution of Responsibilities in execution of the Works	% Participation

(5) JOINT AND SEVERAL RESPONSIBILITY

The Parties undertake that they shall be jointly and severally responsible and liable to the Employer in the discharge of all the obligations and liabilities as per the contract with the Employer and for the performance of contract awarded to their JV/Consortium.

In case a Party fails or delays to perform its obligations either partially or fully, it shall be responsible for all the outcomes concerned, and upon such conditions the other Parties shall be obliged to take measures to perform well and fulfil satisfactorily all the obligations under the Contract with the Employer.

(6) ASSIGNMENT AND THIRD PARTIES

The Parties shall co-operate throughout the entire period of this JV/Consortium Agreement on the basis of exclusivity and neither of the Parties shall make any arrangement or enter into any agreement either directly or indirectly with any other party or group of parties on matters relating to the Works except with prior written consent of the other Party or Parties.

(7) EXECUTIVE AUTHORITY

The said JV or Consortium through its Authorized Representative (as specified above) shall receive instructions, payments from the Employer. The management structure for the Works shall be prepared by mutual consultations to enable completion of the Works to quality requirements within permitted cost and time.

(8) GUARANTEES

Till the award of the Contract, all the Bank Guarantees to the Employer shall be furnished in the name of JV or Consortium or in the name of all future members as named in the letter of intent referred to BDS 4.1 & 20.2 which shall be legally binding on all the Partners of the JV or Consortium.

(9) DOCUMENTS & CONFIDENTIALITY

Each Party shall maintain confidentiality and not use for any purpose other than those related to the Project all commercial and technical information received or generated in the course of preparation and submission of the Bid.

(10) ARBITRATION

Any dispute, controversy or claim arising out of or relating to this agreement shall be settled in the first instance amicably between Parties. If an amicable settlement cannot be reached as above, it will be settled by[Bidder to specify]

(11) VALIDITY

This Agreement shall remain in force till the occurrence of any of the following (unless by mutual consent, the Parties agree in writing to extend the validity for a further period)

- (a) The bid submitted by the JV/Consortium is declared unsuccessful;
- (b) Cancellation/ shelving of the Project by the Employer for any reasons prior to award of the Contract;
- (c) Execution of detailed JV/Consortium agreement by the Parties, setting out detailed terms after award of the Contract by the Employer, substantially covering the requirements as mentioned in the Bidding Documents; or,
- (d) Successful execution of the Contract and settlement of all/any disputes between the Employer and the Contractor.
- (e) By act of God or any other beyond the reasonable control of the Employer.

(12) This JV/Consortium Agreement shall be construed under the laws of Republic of India.

(13) NOTICES

The names, addresses and fax numbers of authorized representative of the other Partners of the JV/Consortium to which notices may be given in writing by fax confirmed by registered mail or commercial courier shall be as under:

- (a) ____[Name]____[Designation]____[Address]____[Ph. No., Fax No., E-mail ID
- (b) ____[Name],____[Designation]____ [Address]____[Ph. No., Fax No., E-mail ID
- (c) ____[Name],____[Designation]____ [Address]____ [Ph. No., Fax No., E-mail ID]

Notes:

This Agreement shall be executed according to the applicable laws and in English in the Republic of India, the descriptions shown below shall be taken into account:

- (1) *In case of existing JV or Consortium, the certified copy of JV or Consortium Agreement shall be furnished.*
- (2) *The mode of execution should be in accordance with the procedure, if any, laid down by the applicable law in the Republic of India and the charter documents of the executants(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.*



- (3) *Whenever required, the Bidder should submit for verification the extract of the charter documents and the shareholder resolution in favour of the person executing this document on behalf of the bidder.*
- (4) *For a required document executed and issued overseas, the document will also have to be legalized by Embassy of India in the Bidder's country and notarized in the jurisdiction where it is being issued. However, documents provided by Bidders from countries that have signed The Hague Legislation Convention 1961 are not required to be legalized by the Embassy of India, if they carry a conforming Apostille certificate.*
- (5) *In case of Consortium, the Bank Guarantee can be in the name of lead partner or in the respective shares of each consortium member.*



FORM- 14

**FORMAT OF POWER OF ATTORNEY FOR AUTHORIZED SIGNATORY OF JV/
CONSORTIUM**

(To be submitted in Original)

(To be executed on non-judicial stamp paper of the appropriate value in accordance with relevant stamp Act. The stamp paper to be in the name of the company who is issuing the power of Attorney)

We _____ do hereby constitute, appoint and authorize Mr/Ms _____ who is presently employed with us and holding the position of _____ as our Representative, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our bid for Works of [*Insert Tender details*], including signing and submission of all documents and providing information/responses to National High Speed Rail Corporation Limited (NHRCL), representing us in all matters, dealing with NHRCL in all matters in connection with our bid for the said Works.

We hereby agree to ratify all acts, deeds and things lawfully done by our said representative pursuant to this Power of Attorney and that all acts, deeds and things done by our aforesaid representative shall and shall always be deemed to have been done by us..

Dated this the day of 20.....

.....
(Signature of authorised Signatory)

.....
(Signature of Attorney)

.....
(Signature and Name in Block letters of Signatory)

Seal of Company

Witness

Witness 1:

Name:

Address:

Occupation:

Witness 2:

Name:

Address:

Occupation:

***Notes:**

This Power of Attorney shall be executed according to the applicable laws in the Bidder's country, taking into account the notes stated below:

- 1) *In case of existing JV, the certified copy of (JV or Consortium) Agreement shall be furnished.*
- 2) *The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant (s) and when it is so required the same should be under common seal affixed in accordance with the required procedure.*
- 3) *Whenever required, the Bidder should submit for verification the extract of the charter documents and the shareholder resolution in favour of the person executing this document on behalf of the Bidder.*
- 4) *For a required document executed and issued overseas, the document will also have to be legalized by the Embassy of India in the Bidder's country and notarized in the jurisdiction where it is being issued. However, documents provided by Bidders from countries that have signed The Hague Legislation Convention 1961 are not required to be legalized by the Indian Embassy, if they carry a conforming Apostille certificate.*



FORM-15

FORMAT OF POWER OF ATTORNEY FOR AUTHORIZED REPRESENTATIVE OF JV or CONSORTIUM

(To be submitted in Original)

(To be executed on non-judicial stamp paper of the appropriate value in accordance with relevant stamp Act. The stamp paper to be in the name of the company who is issuing the power of Attorney)

POWER OF ATTORNEY

Whereas National High Speed Rail Corporation Limited has invited Bids for the work of (name of work)

Whereas, the Members of the Joint Venture/Consortium comprising of M/s. M/s., and M/s. are interested in submission of bid for the work of [Insert name of work] in accordance with the terms and conditions contained in the bidding documents.

Whereas, it is necessary for the Members of the Joint Venture/Consortium to designate representative of the Lead Member as the authorized representative, with all necessary power and authority to do, for and on behalf of the Joint Venture/Consortium, all acts, deeds and things as may be necessary in connection with the Joint Venture/Consortium's Bid for the Works.

NOW THIS POWER OF ATTORNEY WITNESSETH THAT:

We, M/s. (Lead Member), M/s and M/s hereby designate Mr./Ms. being the representative of Lead Member of the Joint Venture/Consortium, as the Authorized Representative of the Joint Venture/Consortium, to do on behalf of the Joint Venture/Consortium, all or any of the acts, deeds or things necessary or incidental to the Joint Venture's/Consortium's bid for the contract, including submission of bid, withdrawal, substitution and modification of bid, participating in conferences, responding to queries, submission of information/ documents and generally to represent the Joint Venture/Consortium in all its dealings with NHRCL in connection with the contract for the said work until culmination of the process of bidding till the contract agreement is entered into with the National High Speed Rail Corporation Limited Corporation and thereafter till the expiry of the contract agreement.

In the event of the above Authorised Representative being replaced by or dissociating with/leaving the Lead Member, the Lead Member shall immediately appoint another of its employee as its Authorised Representative duly with the consent of other JV/Consortium members. During all such period when the lead member is not able to have an Authorised Representative, the MD/Chairman of the Lead Member will be considered to be the Authorised Representative for the purpose of this bid and subsequent contract (if applicable).

We hereby agree to ratify all acts, deeds and things lawfully done by authorized representative, our said attorney, pursuant to this power of attorney and that all acts deeds and things done by our aforesaid attorney shall and shall always be deemed to have been done by us (JV/Consortium).

Dated this the _____ day of _____ 20_____.

(Signature)

(Name in Block letters of Executants1)

(Signature)

(Signature)

(Signature)

.....

.....

.....

(Name in Block letters of all Executants with Seal of Company)

Witness 1:

Witness 1:



Name:

Name:

Address:

Address:

Occupation:

Occupation:

1 To be executed by all the members of the JV/Consortium except the Lead Member of the JV/Consortium.

***Notes:**

This Power of Attorney shall be executed according to the applicable laws in the Bidder's country, taking into account the notes stated below:

- 1) In case of existing joint venture, the certified copy of (JV or Consortium) Agreement shall be furnished.*
- 2) The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant (s) and when it is so required the same should be under common seal affixed in accordance with the required procedure.*
- 3) Whenever required, the Bidder should submit for verification the extract of the charter documents and the shareholder resolution in favour of the person executing this document on behalf of the Bidder.*
- 4) For a required document executed and issued overseas, the document will also have to be legalized by the Embassy of India in the Bidder's country and notarized in the jurisdiction where it is being issued. However, documents provided by Bidders from countries that have signed The Hague Legislation Convention 1961 are not required to be legalized by the Indian Embassy, if they carry a conforming Apostille certificate.*



SECTION V
TERMS OF REFERENCE (TOR)

TERMS OF REFERENCE

1. GENERAL

National High-Speed Rail Corporation Limited (NHSRCL) (the “Employer”), a company incorporated under the Companies Act, 2013 with an object to finance, construct, maintain and manage the High Speed Rail Corridor in India. The Company has been modelled as ‘Special Purpose Vehicle’ in the joint sector with equity participation by Central Government through Ministry of Railways and two State Governments viz. Government of Gujarat and Government of Maharashtra.

The Company would be ushering India into the category of few countries of the world (about 15) using High Speed Railway System.

The High-Speed Rail (HSR) project apart from being a technological marvel, would afford many quantifiable benefits like saving in travel time, vehicle operation cost, reduction in pollution, job creation, reduction in accidents and enhanced safety. The project would also boost the infrastructure and add to the growth of economy. HSR would be an integrated system having overall optimization of various components, viz. Hardware, Software, Human-ware, and their interface, etc.

NHSRCL is in the process of preparation of Detailed Project Report for new High speed rail corridors and present assignment is for Delhi -Noida-Agra-Kanpur-Lucknow-Varanasi High Speed corridor (approx.865 kms) project.

2. OBJECTIVE OF ASSIGNMENT

The overall objective of carrying out Environment Impact Assessment (EIA) is to assist NHSRCL in identifying environment and social impacts; prepare commensurate management plans to mitigate the identified issues and; ensure that the proposed works are designed and constructed in line with the regulations made by Govt. of India, State Governments and guidelines of World Bank.

3. ABBREVIATIONS

NHSRCL	National High Speed Rail Corporation Limited
AQ	Air Quality Monitoring and Prediction
ASI	Archaeological Survey of India
BOQ	Bill of Quantities
CGWB	Central Ground Water Board
CPCB	Central Pollution Control Boards
CRZ	Coastal Regulation Zone
CSR	Corporate Social Responsibility
EIA	Environment Impact Assessment
EB	Ecology and Biodiversity
EMF	Environment Management Framework
EMoP	Environment Monitoring Plan
EMP	Environment Management Plan



EPA	Environmental Protected Area
ESZ	Environmental Sensitive Zone
FGDs	Focused Group Discussions
GIS	Geographical information System
GoI	Government of India
HG	Hydro-geology
HSR	High Speed Rail
IR	Inception Report
LU	Land Use
MoEF&CC	Ministry of Environment, Forest and Climate Change
NABET	National Accreditation Board for Education and Training
NBWL	National Board of Wildlife
NGO	Non-Profit Government Organisation
NOC	No Objection Certificate
NV	Noise & Vibration
QCI	Quality Council of India
RET	Rare Endangered and Threatened
ROB	Road/Rail Over Bridge
RoW	Right of Way
RUB	Road/Rail Under Bridge
SBWL	State Board of Wildlife
SHW	Solid and Hazardous Waste
ToR	Terms of Reference
TTZ	Taj Trapezium Zone
WP	Water Pollution Prevention and Management

4. SCOPE OF SERVICES

The main tasks envisaged under this work includes:

- a) Environmental Impact Assessment Study and Preparation of Environment Impact Assessment Report and Environment Management & Monitoring Plan: This will broadly include: Carrying out necessary surveys/investigations and establishing a credible baseline for one complete season except monsoon; carrying out stakeholder consultations as per guidelines of MoEF&CC and World Bank; Assessment of impacts due to project; Preparation of commensurate management, monitoring, mitigation plans; Preparation of cost estimates (including rate analysis) and other inputs for the EMP that will be integrated with the bid documents following the guidelines of World Bank and; Ensure/facilitate appropriate disclosure of documents.
- b) Preparation of necessary documents, forms, applications, maps and studies as required for obtaining various applicable permissions required from ministries / authorities like Ministry of Forest, Ministry of Environment & climate Change, Wildlife Department, Specified Zones etc. including preparation of work flow chart with time lines, fee requirement by concerned authorities for each of the clearance required for project development.

Details of above main tasks are given below;

4.1 Environmental Impact Assessment Study and Preparation of Environment Impact Assessment Report and Environment Management & Monitoring Plan

The Contractor shall carry out the environmental impacts assessment study to understand the environmental impacts due to this project and prepare and submit the EIA Report containing mitigation measures and environment management & monitoring plan along with costs in a manner consistent with guidelines & policy of World Bank and in line with the applicable laws & regulations of the Government of India and concerned State Governments.

4.1.1 Objectives of EIA Study

EIA study is to be conducted in compliance with the MoEF&CC requirements and Environmental Safeguard Policies of World Bank. The objective of the EIA is to ensure that anticipated adverse impacts on natural, physical and social environment likely to accrue on account of proposed project interventions are evaluated/assessed adequately and addressed through appropriate mitigation measures incorporated/integrated into the design and execution of works. The EIA shall be based on primary data collection, intensive site visits and detailed assessment, consultations with stakeholders and study/analysis of available secondary data.

EIA study in the assignment shall include collection of environmental baseline; identification of any environmentally & socially critical area in the 10 km radius study area (as per the norms); identification of the project activities and assessment of the associated environmental impacts of the proposed high-speed railway line project as part of the planning and design process and provide an Environmental Management and Monitoring Plan. The EIA will also formulate necessary measures to mitigate the identified impacts to acceptable levels along with the budgeted cost for the proposed measures. The EIA is to be carried out in a manner that achieves the following objectives:

- a) Establishes the environmental baseline in the study area.
- b) Identifies significant environmental issues and informs decision making for the proposed works, including analyses of various alternatives.
- c) Assesses potential impacts and provides for the requisite avoidance, minimization, management/mitigation and compensation measures, as needed.
- d) Appropriate mitigation measures are developed and environmental management plan/s addressing implementation, monitoring and reporting requirements are prepared.
- e) Addresses the identified environmental issues through appropriate planning and design of works and integrates EHS requirements into the bidding documents.

4.1.2 Activities to be Performed for Carrying out EIA Study.

1) Identification of Study Area

The Contractor will identify and define the project influence area right at the inception stage. A 10 km radius from the project area could be considered for identifying and assessing impacts, if any on ecological sensitive areas/features.

2) **Preparation of Inception Report and Feasibility/Screening Report**

The inception period shall be utilized by the Contractor's team to familiarize with the project details. The Contractor should also recognize that due care and diligence planned during the inception stage helps in improving the timing and quality of the EIA reports. During the inception period, the Contractor shall:

- a) Study the project information to appreciate the context within which the EIA should be carried-out
- b) Identify the sources of secondary information on the project, on similar projects and on the project area
- c) Carry out a reconnaissance survey to establish the environmental screening
- d) Scoping of the project as per guidelines of Gol and World Bank
- e) Undertake preliminary consultations with selected stakeholders. The Contractor shall study the various available surveys, techniques, models and software in order to determine what would be the most appropriate in the context of this project.

Feasibility report shall be prepared for the project which should include findings of initial environmental screening of sites, scoping of the project, proposed definition of project study area and draft materials for scoping stage surveys and public consultations.

3) **Preparation of Environment Management Framework**

A detailed environment management framework shall be developed for the project. This shall include but shall not be limited to all the applicable environmental regulations, guidelines, policies, rules and standards of Government of India and concerned State Government. The document shall clearly highlight the requirement of various permits at different project stages start from design to operation stage. Procedures for obtaining such clearances and permits shall clearly be defined in the document including the flow charts, documentation list, details of concerned agencies, time lines etc. Applicable guidelines and policies of the World Bank shall be elaborated and each one shall be assessed for applicability on the project. EMF shall clearly categorize the project & its various activities as per the guidelines of the World Bank.

4) **Preparation of Strip Map of the Alignment**

Environmental and social sensitivity of the RoW shall be studied to identify the natural and man-made environmental & social sensitive features and strip plans should be prepared showing these sensitive features within RoW on GIS platform. Environmental sensitive receptors to be provided on strip plan shall include but will not be limited to following

- i) Notified Protected Areas/National Parks/Wildlife Sanctuaries/Biosphere Reserves/ Ramsar Sites (Wetlands) or environmental sensitive area, bird sanctuaries, important bird areas, Migratory bird routes, wildlife corridors and their Notified Eco-sensitive Zones

- ii) Environmentally Protected Areas
- iii) National Heritage Sites
- iv) Critically Environmentally Polluted Areas listed by Central Pollution Control Board
- v) Notified Areas by CGWB
- vi) State and/or International borders
- vii) CRZ area as applicable
- viii) Archaeological Monuments
- ix) Monument/Places of Historical and cultural importance as notified by center and state
- x) Trees, plantation, orchards
- xi) Land use
- xii) Social sensitive impacted structures like school, colleges, hospital, places of religious & cultural importance, community halls etc
- xiii) Whether the site or near surrounding have mangroves or is inhabited by RET species or is a place for migratory birds or is a spawning area for aquatic species.

5) **Environmental Impact Assessment Study**

a) Project Description

This shall include the location of the project (geographical extent & chainages) along with the location map of the project site; environmental settings of the project site and surrounding areas within 500 m, 5 km and 10 km radius; features of RoW; project profile; Project components (tunnels, stations, bridges, ROB, RUB, Yards etc); Utilities affected due to project; need & justification of the project; Utilities/amenities required for the project; expected waste generation and management; land requirement for permanent & temporary purposes, project activities, construction methodology, project cost and project implementation schedule

b) Collection of Baseline Data from the Study Area

This will include; establishment of environmental & social sensitivity of project, developing an environmental base line with respect to the quality of existing environment in the study area and identify, any of the following in 10 km radius of its surroundings. Maps showing the project alignment, identified environment and social sensitive receptors, environmental hotspots and detailed land use within 10 km radius shall be prepared on the GIS platform. Environmental baseline data (to be collected for completed one season except monsoon) should include but not limited to the following items:

- i) **Physical Environment:** geology; topography; land use; soils types & quality; bottom sediments (wherever applicable as per guidelines), climate and meteorology; natural disasters including land subsidence, earthquakes & floods; seismicity of project area; baseline ambient noise & vibrations levels in

the nearby settlements, ambient air quality; surface and ground water hydrology and quality; traffic survey; accidents; municipal and hazardous waste disposal sites, wastewater treatment facilities, impacted water bodies, impacted roads & railway lines, existing sources of air emissions; existing water pollution discharges; and receiving water quality, socio-economy, utilities to be affected & structures affected (data of utilities & structure affected will be provided by NHRCL based on LIDAR survey and same shall be verified by consultant on ground for minimum 10% of the data), Social sensitive impacted structures like school, colleges, hospital, places of religious & cultural importance, community halls etc. Monuments of cultural and heritage importance; fests and festivals, protected areas like TTZ (consultant shall provide details of the alignment falling in TTZ area and prepare all the necessary documents required for obtaining clearance).

All the baseline data collection, sampling, analysis and monitoring shall be in accordance with the CPCB guidelines. For ambient air quality monitoring, minimum 1 monitoring station per 20 km in rural area and minimum 1 monitoring station per 10 km in urban area shall be established.

- ii) **Biological Environment:** Terrestrial flora & fauna; RET species; sensitive habitats, including national parks or reserves or wildlife sanctuaries, ESZ, significant natural sites, environment protected, migratory birds habitat etc.; species of commercial importance; and species with potential to become nuisances, vectors or dangerous; and Identification of the boundary of recorded forest portion infringing on the proposed RoW of Rail corridor, number of trees to be cut which are falling within RoW along with details like, girth, species etc (initial data of no of trees falling within RoW will be provided by NHRCL based on LIDAR survey, however, consultant is required to verify it on ground and collect above details); bio-diversity assessment & index. If any wild life, rare and threatened species of flora and fauna are being affected by the proposed project activities, a species-specific conservation plan need to be prepared with close consultation with the Authority of respective forest/protected area and SBWL.

Data on aquatic ecology (flora & fauna) shall be collected for all major water bodies which are being traversed by alignment (as per legal requirements)

EIA would also be made to assess the influence on physical, chemical and ecological and bio-diversity related aspects of environment in the area. Describe the pertinent regulations and standards governing environmental quality, health and safety, protection of sensitive areas, protection of endangered species, siting, land use etc. Collected environmental baseline data shall be compared against the national and international standards as applicable and also the data shall be validated with the recent available secondary data from the authentic sources like pollution control board, journals, published government studies/reports etc.

All the required documents from concerned authorities/departments shall be submitted in reference to the data mentioned above.



c) Preparation of Legal & Regulatory Framework

Design a comprehensive legal framework, including national legislations & standards, international treaties & protocols, environment and social considerations/guidelines of World Bank and best management guidelines/practices. Identify the list of NOCs, clearances, permissions, approvals from relevant authorities (e.g. Forest clearance, permission from ASI, etc.) to be received from various authorities and stakeholders during design, implementation and operation phase of the project.

d) Impact Assessment

Determination of the Potential Impacts of the Proposed Project. In the impact assessment, distinguish between significant positive and negative impacts and categorize the impacts into direct and indirect impacts, reversible & irreversible impacts and immediate/short term and long-term impacts. Identify impacts which are unavoidable or irreversible. Wherever possible, describe impacts quantitatively, in terms of environmental costs and benefits. Usage of tools like checklists, modelling, matrices, rating is required to quantify the impacts. Case studies of existing projects can be used to understand the impacts of the project. Quantification shall be done for water requirement, waste generation, muck generation, waste water generation, requirement of waste and waste water treatment, height of noise barriers required, safe distance for various land use from project site in terms of noise & vibration levels, etc. during both construction and operation phase. Borrow areas, if required shall be identified and marked on the map showing distance from the alignment and the route.

Based on baseline conditions and the planned project activities, Environmental impacts to be predicted by the standard methodology and applications of appropriate modelling e.g., prediction of noise and vibrations due to the proposed project activity etc. These projections would identify whether the pre-project critical environmental conditions would be further degraded. Residual impacts shall be calculated for each of the affected environmental and social attribute.

Cumulative impacts of the proposed projects and the other existing and proposed projects in the project area shall be identified and brief description of the same shall be provided along with the mitigation measures.

Environmental Enhancement: The Contractor shall give special attention to the environmental enhancement measures in the project for the following:

- a) Cultural property enhancement along the alignment
- b) Landscape development along alignment
- c) Enhancement of water bodies along the alignment
- d) Redevelopment of the borrow areas located on public land
- e) Adequate measures for environmental and social hotspots like fencing of the protected areas and accident prone areas etc.
- f) Other environment and social development activities

e) Analysis of Alternatives

Describe alternatives that were examined in the course of developing the proposed project and identify other alternatives which would achieve the same objectives. The concept of alternatives extends to project siting/alignment, design, technology, construction techniques and phasing, operating & maintenance procedures, feasibility of mitigation measures. Compare alternatives in terms of potential environmental impacts; capital and operating costs; suitability under local conditions; and institutional, training, and monitoring requirements. To the extent possible, quantify the costs and benefits of each alternative, incorporating the estimated costs of any associated mitigating measures. Include the alternative of not constructing the project (Business as usual scenario), in order to demonstrate environmental conditions without it. The project location, alignment and with project and without project scenario will be assessed to determine the potential impact. This assessment will consider alternative design, construction technology and operative / implementing procedures. The alignment selection will be based on:

- a) minimum disturbance to ecology / geology,
- b) minimum removal of vegetation and trees,
- c) improvement to road geometrics,
- d) minimization of land acquisition.

f) Stakeholder Consultation and Disclosure of Documents

Contractor shall undertake the stakeholder consultation, including consultation with Communities located along the alignment, NGOs working in the area, trade unions, other stake-holders, local bodies and relevant Government departments at two stages, i.e. prior and after impact assessment for discussing all the environmental and social issues in the project in line with the guidelines of the World Bank with all concerned stakeholders at appropriate level. Both formal and informal consultations should be undertaken. Formal consultation shall be organized at each affected districts and all the concerned stakeholders including district authorities shall be involved. Informal consultation shall be undertaken in each affected village in form of FGDs, one to one discussion, interviews etc with all stakeholders. Stakeholders shall be finalized and consulted with NHRCL prior undertaking consultations. Structured questionnaire shall be prepared and got approved from NHRCL before conducting the consultations for each group of the stakeholder identified.

Before conducting any such consultation, the stakeholders and public is to be informed through appropriate mode like public announcements, pamphlets, newspaper advertisements (English & local language, payment shall be reimbursed by NHRCL on submission of original bill for newspaper advertisement only), letters etc at least 10 days prior to the consultation. Banners shall be displayed at site in English and local language where consultation is to be undertaken. In this regard, prior intimation (at least 15 days) shall be given to the Employer (NHRCL).

A proper documentation of the public consultation meetings shall be maintained as per guideline of World Bank including list of the participants along with the local representative like head of the villages (sarpanch), venue of the meetings, address,



signature of the participants, proceedings of the works, photography as well as videography of the proceedings and all shall be submitted to NHRCL. Contractor shall make all necessary arrangements like venue, videography, photography, documentation etc. as required for conducting the consultations.

The Contractor will provide support and assistance to the client in meeting the disclosure requirements, which at the minimum shall meet the guidelines of World Bank. The Contractor will prepare a plan for in-country disclosure, specifying the timing and locations; translate the key documents, such as the EIA Summary in local language; draft the newspaper announcements for disclosure; and help the NHRCL to place all the reports/key outputs in the client's website. The Contractor shall prepare the EIA summary report (executive summary) in English, Hindi and local language for public disclosure. Presentation and project information shall be disclosed at the appropriate level with prior permission from NHRCL.

g) Risk Assessment and Disaster Management Plan

Risk Assessment and Disaster Management plan shall be prepared for the project. This plan shall identify all the risks related to the project design, implementation and operation phase. Plan should provide detail on identified risks and disasters, methodology to prevent these risks and disasters, preparedness plan for risks and disasters, institutional framework and resources requirement for implementation of risks and disasters.

h) Environmental Management and Monitoring Plan

The environmental management plan and monitoring plan to include proposed mitigation measures, environment management plan, proposed work programs, budget estimates, schedules, staffing and training requirements, and other necessary support services to implement the plans including institutional framework. Review the authority and capability of institutions at local, provincial/regional, and national levels and recommend steps to strengthen or expand them so that the management and monitoring plans in the environmental assessment can be implemented.

Environment management plan shall also highlight the applicability of various rules and need of obtaining various permits specific to each of the project activity identified. The EMP shall be made separately for construction and operation phases of the project. All the predicted impact and associated mitigation measures should be provided in the EMP along with the regular monitoring requirements for the key environmental performance indicator. The Contractor will also provide additional inputs in the areas of performance indicators and monitoring mechanisms for environmental components during construction and operational phase of the project. EMP shall also include detailed plan on plantation, transplantation, muck management, noise & vibration management, occupational health & safety management, waste management, muck management during both construction & operation phase of project etc.

EMP should also include implementation mechanism, schedule and associated costs for execution of mitigation and enhancement works; detailing of the requirements for institutional strengthening and training for project implementation, training



requirements, record keeping, auditing & inspection requirement, review & updation of document. A detailed description with costs estimates of CSR (prepared on basis of need based assessment) should be incorporated in the EIA & EMP reports. A standalone EMP with the EMP budget shall also be prepared.

4.1.3 Preparation of Environment Impact Assessment report

The Environmental Assessment Report shall be focused with presentation of supporting data and analysis in a separate volume, if needed. It should include an Executive summary concisely discussing significant findings and recommended actions. The suggested report structure (this is indicative, the Contractor shall follow World Bank and MoEFCC guidelines while preparing the report) is outlined below:

Executive Summary

Executive summary shall be synopsis of the EIA report covering brief but sufficient details of all the chapters of the EIA report. Executive summary shall be prepared as per acceptance by the World Bank.

Chapter 1: Introduction

This chapter contains the project background information, project location, need of project, justification of project, purpose of project, need of EIA study, purpose of the EIA study, terms of references, approach and methodology to conduct the study, structure of the report.

Chapter 2: Project Description

This chapter should cover the detailed description of the project, such as, the type of project, need for the project, project location, project alignment, project components, utilities affected due to project, amenities requirement for project, land requirement, implementation schedule and the estimated cost of the project.

Chapter 3: Legal and Regulatory Framework

This chapter will present all the applicable legislations and standards of GoI, applicable international protocol, International Best Management Practices and requirements & applicability of the World Bank

Chapter 4: Analysis of Alternatives

This chapter should cover the details of various alternatives in respect of both location of site, technologies to be deployed and with & without project scenario

Chapter 5: Description of Environment

This chapter should cover the environmental baseline data in the project area and study area as defined in the document above

Chapter 6: Anticipated Environmental Impact and Mitigation Measures

This chapter should cover the anticipated impact on the environment and mitigation measures. The method of assessment of impact including studies carried out, modelling techniques adopted to assess the impact where pertinent shall be elaborated in this chapter. It should give the details of the impact on the baseline parameters, both during the construction and operational phases and mitigation measures to be implemented by

the proponent, cumulative impacts and residual impacts. Impact rating shall be done to understand the magnitude and significance of the each identified impact

Chapter 7: Stakeholder Consultations

This chapter should cover the details and outcome of the stakeholders carried out during the different project stages as per guidelines of Gol and guidelines of the World Bank

Chapter 8: Environmental Cost Benefit Analysis

This chapter should cover the Environmental Cost Benefit Analysis of the project

Chapter 9: Risk Assessment and Disaster Management Plan

This chapter shall present the Risk assessment and disaster management plan prepared for the project addressing the risks/disaster, prevention, preparedness to handle and management of risks/disaster and institutional framework for implementation of disaster plan

Chapter 10: Environmental Management and Monitoring Plan

This chapter should comprehensively present the Environmental Management Plan (EMP), which includes the administrative and technical setup, summary matrix of EMP, the cost involved to implement the EMP, both during the construction and operational Phases.

Chapter 11: Summary & Conclusions

This chapter forms the summary of the full EIA report. It should provide the overall justification for implementation of the project and should explain how the adverse effects are proposed to be mitigated

Chapter 12: Disclosure of Contractor Engaged

This chapter should include the names of the Contractor engaged along with a brief resume and nature of works rendered

4.2 Contractor shall prepare necessary work flow chart with time lines, fee requirement by concerned authorities, documents, applications, maps and studies as required for obtaining various applicable permissions required from ministries / authorities like Ministry of Environment & climate Change, Wildlife Department, Forest Department, TTZ, Archaeological Department etc.,

Contractor shall prepare all the necessary formats, application, documents, maps, Performa, checklist and undertake all the required studies as may be required to obtain various statutory approvals for the project. Contractor shall provide proper flow charts indicating the process of obtaining the various applicable clearances along with the flow chart, fee requirements, time line and concerned authorities. Contractor shall provide the above-mentioned data as per the requirement of the concerned legislation and authority.

5. DELIVERABLE AND BRIEF DESCRIPTION OF THE STUDIES

S. No.	Deliverables	Brief Description of the Studies to be covered
1.	Inception Report (IR)	Approach & methodology including formulation of screening checklist/questionnaire, work plan, time schedule and public & stakeholder's consultation plan for the project assignment.
2.	Feasibility/Screening Report: Environmental scoping, screening and identification & analysis of impacts due to proposed project	<p>Feasibility/Screening report including findings of initial environmental screening of sites, scoping of the project, proposed definition of project study area and draft materials for scoping stage surveys and public consultations, com</p> <ol style="list-style-type: none"> i. Completion of reconnaissance survey ii. Identification of hot spots and environmentally sensitive areas iii. Scoping of project as per Gol legislations and guidelines of the World Bank iv. Analysis of alternative alignment for area with identified environmental & social sensitive receptors, environmental hotspots, identified environmental & social impact and conducted stakeholder consultations v. Listing of following <ul style="list-style-type: none"> • likely environmental impact, • Protected areas (national parks, wildlife sanctuaries, migratory bird routes, bio-sphere reserves, EPAs, world heritage sites, wetlands, fisheries etc) likely to be affected due to project • Places of archaeological, historical, cultural and religious importance likely to be affected due to project • Environmental hotspots vi. Clearances/NOCs/permits required as per requirement of Gol legislations along with the process of obtaining those clearances and documents required for the same vii. Key environmental issues associated with the project as identified during consultations and surveys and preparation of cost-effective mitigation measures viii. Estimates of environmental management cost and implementation of mitigation measures
3.	Draft Environment Impact Assessment Report inclusive of Strip maps, environment Management	<ol style="list-style-type: none"> i. Site visit of the complete alignment and preparation of the strip maps showing the identified environmental and social sensitive receptors and hotspots within RoW identified during site visits ii. Tree Counting within RoW along with species, girth, height etc.

S. No.	Deliverables	Brief Description of the Studies to be covered
	Framework (EMF), environment Impact Assessment report and environment management & monitoring plan (EMP & EMoP)	<ul style="list-style-type: none"> iii. Preparation of strip maps of the alignment showing environmental and social sensitive features within RoW iv. Details of the affected environmental and social assets/properties due to project development v. Stakeholder consultation all along RoW and formal consultation at each district level including but not limited to List of the identified stakeholders, Methodology to be adopted for conducting stakeholder consultations, Filled Questionnaires, Copy of letters, emails, contents sent to the stakeholders for invitation in the consultation meetings, Proceedings of the consultations in form of minutes of meeting, photographs, videography of both stage consultations and Attendance lists with name, occupation, contact numbers of stakeholders etc vi. Land Use map of RoW and study area vii. Analysis of alternatives with detail of all required parameters viii. Ecological impact assessment and species wise conservation plan for identified RET species ix. EMF shall be prepared as per ToR after review of all environmental legislations stipulated by the Govt. of India, State Govt. and the World Bank Environment and Social Safeguards Policies. Preparation of draft Environment Management Framework along with plan for stakeholder/public consultations x. Environment Management and Monitoring Plan xi. Environment Impact Assessment Report xii. Executive summary of the report <p>Finalization of EIA report and Environment management & monitoring plan for proposed project, incorporating feedback received from the NHRCL, and stakeholders during the consultation process, and annexing all records of monitoring, survey and consultation (including records from initial scoping stage).</p> <p>Authenticated translation of Executive Summary shall be provided in English, regional language(s) and in Hindi.</p>
4.	Final Environment Impact Assessment Report inclusive of environment Management	At the time of final submission, following standalone documents are required to be submitted:

S. No.	Deliverables	Brief Description of the Studies to be covered
	Framework (EMF), environment Impact Assessment report and environment management & monitoring plan	i. Final EIA Report with Environment Management & Monitoring Plan including Environment Management Budget ii. Final Environment Management Framework iii. Standalone EMPs for inclusion in contractors bid document iv. Executive summary of the report (English, Hindi & Local language) v. Final Strip Maps showing environmental and social sensitive receptors within RoW The report will be considered final on compliance of all comments in the report.
5	Documents for Statutory Clearances	Documents for various clearance (applicable to project) as required and accepted by concerned authorities in line with the legislations of GoI including application forms, Performa, report, maps, studies etc.

6. TIME SCHEDULE AND PAYMENT TERMS:

S. No.	Description of Deliverables	No. of Copies		Time Schedule (time from contract signing)
		Hard	Soft	
Preparation of EIA Report & Environment Management Plan and Public Consultation				
1.	Inception Report (IR)	3	1	2 Weeks
2	Feasibility/Screening Report along with details of applicable clearances, process flow, documents required, fee requirement, time line and concerned authorities etc	3	1	2 Months
3	Draft EMF and draft EIA including EMP & EMoP and	3	1	4.5 Month



	standalone proposal of required documents mentioned in point no 2 of this table			
4	Final EMF, EIA including EMP & EMoP, Strip maps with executive summary and Standalone EMP	3	1	5.5 Month
5.	Submission of all the necessary documents for obtaining applicable statutory clearances	3	1	6 Months
6.	Final Acceptance of All Reports and documents	--	--	--

7. CONTRACTOR TEAM QUALIFICATIONS AND COMPOSITION:

Team Composition with desired minimum qualification and experience as mentioned below.

S. No.	Key position	No of Positions	Minimum Qualification	Minimum Experience
1.	Team Leader	1	MSC Environmental Science/ MTech Environment Engineering QCI/NABET Accredited EIA Coordinator for Sector 34 and 39 Experience of undertaking minimum 10 nos. EIA/EMP assignments in linear projects in Railways, Highways, Waterways & Metro Rail sector (the	>=15 years

			reports should have been accepted by the Funding agency or MoEF&CC)	
2.	Deputy Team Leader	2	MSC Environmental Science/ MTech Environment Engineering QCI/NABET Accredited Functional Area Experts SHW/WP/AQ/HG Experience of undertaking minimum 5 nos. EIA/EMP assignments in linear projects in Railways, Highways, Waterways & Metro Rail sector (the reports should have been accepted by the Funding agency or MoEF&CC)	>=10 years
3.	Social Expert	1	Masters in Social Work, Economics, Sociology, Social Science QCI/NABET Accredited Functional Area Experts in Socio-economy Experience of undertaking minimum 5 nos. SIA/ RAP assignments in linear projects in Railways, Highways, Waterways & Metro Rail sector	>=10 years
4.	Ecologist	1	Masters in Botany/ Zoology/Biological Science QCI/NABET Accredited Functional Area Experts in Ecology Experience of undertaking minimum 5 nos. Ecological studies for EIA/EMP assignments in linear projects in Railways, Highways, Waterways & Metro Rail sector	>=10 years
5.	GIS Expert	1	MSc Remote Sensing & GIS or MSC Environmental Science/ MTech Environment Engineering/MSc Geography with diploma in Remote Sensing & GIS QCI/NABET Accredited Functional Area Experts in Land Use Experience of undertaking minimum 5 nos. land use-land cover studies for minimum 5 nos of EIA/EMP studies (the reports should have been accepted by the concerned funding agency or MoEF&CC)	>=5 years

Contractor shall provide a detailed methodology/workplan with details of manpower deployment and CVs of Team Leader/Coordinator. Details of field experts and support staff with their relative experience as proposed for effective project delivery. The CV's of the Field Experts at SN-3, 4 & 5 of above table shall be approved by Employer.



7) Details/ Information to be provided by the Employer:

- a) KMZ / Auto cad/ 3D Civil or similar electronic format of Project Alignment shall be provided by the Employer (NHRCL) to identify the impacted villages



SECTION-VI

GENERAL CONDITIONS OF CONTRACT(GCC)



GENERAL CONDITIONS OF CONTRACT

1. GENERAL PROVISIONS:

1.1 Definitions

In the contract (term defined as hereunder), the following words and expressions shall have the meanings assigned to the, unless the context requires otherwise. Words indicating persons or parties include corporations and other legal entities except where context requires otherwise.

- a. **“Applicable Law”** means all laws in force and effect as of the date hereof and which may be promulgated or brought into force and effect thereafter in India, including rules and regulations made therein, as may be in force and effect during subsistence of this agreement.
- b. **“Contract”** means the Contract Agreement, the Letter of Acceptance, the Letter of Tender, these conditions, the specifications, the drawings, the schedules and further documents (if any) which are listed in the Contract Agreement or in the Letter of Acceptance.
- c. **“Contingencies”** means provisions for items of works which may have been overlooked or which may turn out to be necessary during progress of the Works and price contingencies due to increase in international and domestic costs of person-months rates and reimbursable.
- d. **“Contractor”** means the person or group named in the Contract who has to perform the Works and which expression shall include his/their legal successors and permitted assigns.
- e. **“Employer”** means the National High Speed Rail Corporation Limited (NHRCL) which expression shall also include its legal successors and permitted assigns.
- f. **“Engineer/Employer’s Representative”** means any officer nominated from time to time by **National High Speed Rail Corporation Limited (NHRCL), its legal successors and assignees** to undertake various duties and functions in connection with this contract and Project.
- g. **“Foreign Currency”** means any currency other than the currency of Government of India.
- h. **“GCC”** mean the General Conditions of Contract.
- i. **“Government”** means the Government of India.
- j. **“Letter of Acceptance (LOA)”** means the formal acceptance letter from the Employer of the Tender.
- k. **“Local currency”** means the currency of Government of India.
- l. **“Member”** in case the Contractor consist of a Joint Venture /Consortium of more than one entity, means any of these entities and **“Members”** means all of these entities. **“Member in Charge” or “Lead Member”** means the entity specified in SCC to act on their behalf in exercising all the Contractor rights and obligations towards the Employer under this Contract.
- m. **“Party”** means the Employer or the Contractor as the case may be and **“Parties”** means all of these entities.
- n. **“Period of Contract Work”** shall mean the time between the Date of Commencement and end of Period of Completion as per contract conditions.



- o. **“Personnel”** means the persons hired by the Contractor or by the Sub- Contractor as employees and assigned to the performance of the Work or any part thereof; **“Foreign Personnel”** means such personnel who at time of being hired had their domicile outside the Republic of India; **“Local Personnel”** means the personnel who at time of being hired had their domicile of the Republic of India.
- p. **“Project”** means the project named in SCC.
- q. **“SCC”** means the Special Conditions of Contract by which these General Conditions of Contract (GCC) may be amended or supplemented.
- r. **“Work”** means the work to be performed by the Contractor pursuant to this Contract as listed in Terms of Reference (TOR).
- s. **“Sub-Contractor(s)”** means an entity or an individual to whom/which the Contractor subcontracts any part of the Work while remaining solely liable for the execution of the Contract.
- t. **“Terms and expressions not herein defined”** shall have the meanings assigned to them in the “Indian General Clauses Act, 1897”, or the “Indian Contract Act” or the Indian Sale of Goods Act or any other applicable Indian Law, as the case may be.
- u. **“Third Party”** means any person or entity other than the Government, the Employer, The Contractor or Sub-Contractor.

1.2 Interpretation

In the Contract except where the context requires otherwise:

- a) Words indicating one gender include all genders,
- b) Words indicating the singular also include the plural and words indicating the plural also include the singular, and
- c) “Written” or “in writing” means hand-written, type written, printed or electronically made and resulting in a permanent record.

The marginal words and other headings shall not be taken into consideration in interpretation of these conditions.

1.3 Relation between the Parties

Nothing contained herein shall be construed as establishing a relation of master and servant or of principal and agent as between the Employer and the Contractor. The Contractor, subject to this Contract, have complete charge of Personnel and Sub-Contractor, if any, performing the Work and shall be fully responsible for the Work performed by them or on their behalf hereunder.

1.4 Law Governing Contract

This contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Applicable Law.

1.5 Jurisdiction of Courts

This is a condition of contract that the courts at Delhi / New Delhi shall have exclusive jurisdiction to try all disputes between the parties arising out of this Contract.

1.6 Language

The Contract has been executed in English which shall be controlling language for all matters relating to meaning or interpretation of this Contract.

1.7 Headings

The headings shall not limit, alter or affect the meaning of this Contract.

1.8 Priorities of documents

The several documents forming the contract are to be taken as mutually explanatory of one another. If any inconsistency or discrepancy is found in the documents, the Employer shall issue any necessary clarification or instruction. For the purpose of interpretation, unless otherwise specified in **SCC**, the priority of documents shall be in accordance with the following sequence:

- a) the Contract Agreement (if completed)
- b) the Letter of Acceptance
- c) the Record of Meeting on Contract Negotiation, if any,
- d) the Addenda and Corrigenda
- e) the Letter of financial Bid & Bill of Quantities
- f) the Letter of Technical Bid
- g) the Special Conditions of Contract
- h) the General Conditions of Contract
- i) the Terms of Reference (TOR)
- j) the Contractor's Technical Proposal
- k) Any other documents forming part of the Contract

1.9 Joint and Several Responsibilities

If the Contractor is (under Applicable Law) a Joint Venture, Consortium or other incorporated Group of two or more Members:

- a) these Members shall be deemed to be jointly and severally liable to the Employer for the performance of the Contract
- b) these Members shall notify the Employer of their Lead Member who shall have authority to bind the Contractor and each of these persons; and
- c) the Contractor shall not alter its composition of legal status without the prior written consent of Employer

1.10 Communication

Communications between Parties will be effective only when in writing. Verbal communication, if any, must be confirmed in writing immediately later on. Any notice, request or consent shall be deemed have been given or made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent by registered mail, telex, telegram or facsimile to such Party at the address specified in Contract Agreement. Notices shall be deemed to be effective as follows:

- a) In case of personal delivery or registered mail, on delivery

- b) In case of telexes/email, 24 hours following confirmed transmission
- c) In case of telegrams, 24 hours following confirmed transmission, and
- d) In case of facsimiles, 24 hours following confirmed transmission.

A Party may change its address for notice hereunder by giving the other Party a communication of such change.

1.11 Location

The Work shall be performed in the states as per the alignment of proposed DELHI-VARANASI High Speed Rail Corridor.

1.12 Authority of Member in Charge (Lead Member)

In case Contractor of a Joint Venture / Consortium of more than one entity, the Members hereby authorize the entity specified in **SCC** to act on their behalf in exercising all the Contractor's rights and obligations towards the Employer under this Contract, including without limitation receiving of instructions and payments from the Employer.

1.13 Authorized Representative

Any action required or permitted to be taken, and any document required or permitted to be executed under this Contract by the Employer or the Contractor may be taken or executed by the officials specified in the **SCC**.

1.14 Authority of Member in Charge (Lead Member)

In case Contractor consist of a Joint Venture / Consortium of more than one entity, the Members hereby authorize the entity specified to act on their behalf in exercising all the Contractor's rights and obligations towards the Employer under this Contract, including without limitation receiving of instructions and payments from the Employer.

1.15 Taxes and Duties

Unless otherwise specified in **SCC**, the Contractor, Sub-Contractor, Members and Personnel shall pay such taxes and duties, fees and other impositions as may be levied under the Applicable Law. All payments to both resident and non-resident Contractor's, Sub-Contractor etc., will be subject to deduction of tax at source in accordance with the provisions of Indian Income Tax Act and any other Applicable Law.

2.0 Commencement, Completion and Modification of Contract

2.1 Effectiveness of Contract

The Contract shall come into force and effect on the date (the "Effective Date") of the Employers notice to the Contractor instructing the Contractor to begin carrying out the Work. This notice shall confirm that the effectiveness conditions, if any, listed in the **SCC** have been met.

2.2 Termination of Contract for Failure to become Effective

If this Contract has not become effective within such time period after the date of contract signed by the Parties as shall be specified in the **SCC**, either Party may, by not less than four (4) weeks written notice to the other Party, declare this Contract null and void, and in the event of such a declaration by either Party, neither Party shall have any claim against the other Party with respect hereto.

2.3 a. Commencement of Work



The Contractor shall begin carrying out the Work at the end of such time period after Effective Date as shall be specified in **SCC**.

b. Completion of Work

The Period of Completion shall be as specified in **SCC**.

2.4 Expiration of Contract

Unless terminated earlier pursuant to clause GCC 4.0 hereof, this contract shall expire when Work have been complete and all payments have been made at the end of such time period after Commencement Date as shall be specified in the **SCC**.

2.5 Entire Agreement

This Contract contains all covenants, stipulations and provisions agreed by the Parties. No agent or representative of either Party has authority to make, and the Parties shall not be bound by or liable for, any statement, representation, promise or agreement not set forth herein.

2.6 Modifications/ Variations and Extensions

2.6.1 Modifications/ Variations

- a) Any modification or variation of the terms and conditions of this Contract, including any modification or variation of the scope of the Work, may only be made by written agreement between the Parties. However, each Party shall give due consideration to any proposals for modification or variation made by the other Party.
- b) The Employer may notify the Contractor to alter, amend, omit, add to, or otherwise vary the Work on same rates, terms and conditions and the Contractor shall be bound by such variations.
- c) Except where otherwise provided elsewhere in this Contract, the Contractor shall submit to the Employer a notice of a claim for an extension of the contract term and/or adjustment in the Contract Price, together with particulars of the event or circumstance justifying such extension and adjustment, as soon as reasonably practicable after the occurrence of such event or circumstance. As soon as reasonably practicable after the receipt of such notice and supporting particulars of the claim, the Employer and the Contractor shall agree upon the extended period and/or the adjusted Contract Price.
- d) The Contractor shall at all times use all commercially reasonable endeavors to minimize any delay in the performance of its obligations under this Contract.
- e) Any period which a party shall, pursuant to this Contract, require to complete any action shall be extended for a period equal to the time during which such party was unable to perform such action as a result of Force Majeure.

2.6.2 Extension

- a) If the Contractor has been delayed or impeded in the performance of any of its obligations under this Contract by any of the reasons specified in paragraphs i) through vi) of this Clause, the contract term as set forth in Clause GCC 2.2 shall be extended by such period as shall be fair and reasonable in all the circumstances and as shall fairly reflect the delay or impediment sustained by the Contractor, and an appropriate adjustment in the Contract Price (which includes both remuneration and/or reimbursable expenses) shall be made accordingly.
 - (i) Any modifications or variations pursuant to Clause GCC 2.6.1;
 - (ii) Any occurrence of Force Majeure pursuant to Clause GCC 2.8;



- (iii) Any suspension by the Employer other than pursuant to GCC 3.0;
 - (iv) Any unreasonable delay by the Employer in giving his decision, approval or consent (where required) to the documents prepared and submitted by the Contractor;
 - (v) Any act or omission of or any default or breach of this Contract by the Employer or any act or omission of any other Contractor employed by the Employer; or
 - (vi) Any other matter mentioned in this Contract as giving rise to an entitlement to an extension of the contract term.
- b) Except where otherwise provided elsewhere in this Contract, the Contractor shall submit to the Employer a notice of a claim for an extension of the contract term and/or adjustment in the Contract Price, together with particulars of the event or circumstance justifying such extension and adjustment, as soon as reasonably practicable after the occurrence of such event or circumstance. As soon as reasonably practicable after the receipt of such notice and supporting particulars of the claim, the Employer and the Contractor shall agree upon the extended period and/or the adjusted Contract Price.
- c) The Contractor shall at all times use all commercially reasonable endeavors to minimize any delay in the performance of its obligations under this Contract.

2.7 Damages for Delays and Deficiencies of Services

Time is the essence of the Contract. It shall be the bounden duty of the Contractor to strictly adhere to time for performance of various services indicated in the Contract. Delays and deficiencies on part of Contractor shall attract damages provisions. In case of delays without valid reason, the Contractor shall be liable to pay delay damages upto one-half of one percent (0.5%) per week of the Contract price (basic value excluding GST) subject to a maximum of ten percent (10%) of Contract price (basic value excluding GST).

For deficiencies in services, damages up to a total of five (5%) of Contract value (basic value excluding GST) may be imposed. Besides these damages, the Contractor may face termination of Contract and/or debarment for any future contracts.

2.8 Force Majeure

2.8.1 Definitions

- a) For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Party, and which makes a party's performance of its obligations hereunder impossible or so impracticable as reasonably to be considered impossible in the circumstances and includes war, riots, civil disorder, earthquakes, fire, explosions, storm, floods, revolution, large scale epidemics, nuclear accidents, other catastrophic unforeseeable circumstances, strikes, lockouts (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent), orders of requisitions issued by Government department (herein referred to as "event").
- b) Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or such party's Sub-Contractor or agents or employees, nor (ii) any event which a diligent Party could reasonably have been expected to both (A) take into account at the time of conclusion of this Contract and (B) avoid or overcome in carrying out its obligations here under.
- c) Force Majeure shall not include insufficiency of funds or failure to make any payment required here under.



2.8.2 Non breach of Contract

Neither party shall by reason of such event be entitled to terminate the Contract or have claim for damages against the other in respect of such non- performance or delay in performance.

2.8.3 Measures to be taken

- a) A party affected by an event of Force Majeure shall notify the other party of such event as soon as possible and in no case later than twenty-one (21) Days of occurrence thereof.
- b) The obligations under the contract shall be resumed as soon as practicable after the event has come to an end or ceased to exist.
- c) If the performance in whole or part of any obligation under the contract is prevented or delayed by reason of the event beyond a period mutually agreed to if any or Ninety days (90) days whichever is more, either party may at its option terminate the Contract.
- d) In case of doubt or dispute whether a particular occurrence should be considered an "event" as defined under this clause, or for the duration of existence of the "event", the decision of Employer shall be final and binding.

2.8.4 Payments

The Contractor shall not be entitled to any extra payments towards reimbursements for additional costs incurred by them during the period for purposes of the Work and in reactivating the Works after the end of such period of "event".

3.0 Suspension

The Employer may, by written notice of suspension to the Contractor, suspend all or part of Works and payments to Contractor hereunder if the Contractor fail to perform any of the obligations under the Contract, including carrying out of the Works, provided that such notice of suspension shall a) specify the nature of failure and b) request the Contractor to remedy such failure within a period not exceeding thirty (30) days.

4.0 Termination

A. By the Employer

The Employer may, by a written notice of termination not less than thirty (30) days to the Contractor after occurrence of any of the following events specified in paragraphs (a) through (f) of this clause GCC 4.0, terminate the Contract.

- a) If the Contractor fail to remedy a failure in the performance of their obligations hereunder, as specified in Clause GCC 3.0 herein above, within thirty (30) days of receipt of such notice of suspension or within such further period as Employer may have subsequently approved in writing.
- b) If the Contractor become (or, if Contractor consist of more than one entity, if any of their Members becomes) insolvent or bankrupt or enter into any agreements with their creditors for relief of debt or take advantage of any law for benefit of debtors or go into liquidation or receivership whether compulsory or voluntary or persistently disregards laws, ordinances, rules, regulations or orders of any public authority having jurisdiction or otherwise is guilty of breach of Agreement;
- c) If the Contractor fail to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause GCC hereof;

- d) If the Contractor submit to Employer a statement, which has a material effect on the rights, obligations or interests of the Employer and which Contractor know to be false;
- e) If as result of force majeure, the Contractor are unable to perform a material portion of the Works for a period of not less than sixty (60) days; or
- f) If the Contractor, in the judgment of Employer has engaged in corrupt or fraudulent practices in competing for or in executing the Contract
- g) If the Employer in its sole discretion and for any reason whatsoever decides to terminate the contract.

For the purpose of this clause:

- i) "Corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the process or in contract execution.
- ii) "fraudulent practice" means a misrepresentation of facts in order to influence a selection process or the execution of a contract to the detriment of the Employer, and includes collusive practice among Contractor (prior to or after submission of proposals) designed to establish prices at artificial non-competitive levels and to deprive the Employer of the benefits of free and open competition.

B. By the Contractor

The Contractor may, by not less than thirty (30) days' written notice to the Employer, such notice to be given after the occurrence of any of the events specified in paragraphs (a) through (d) of this Clause 4.0B hereunder, terminate this Contract:

- a) If the Employer fails to pay any money due to the Contractor pursuant to this Contract and not subject to dispute pursuant to Clause GCC 10 within sixty (60) days after receiving written notice from the Contractor that such payment is overdue
- b) If the Employer is in material breach of its obligations pursuant to this Contract and has not remedied the same within sixty (60) days (or such longer period as the Contractor may have subsequently approved in writing) following the receipt by the Employer of the Contractor's notice specifying such breach.
- c) If, as the result of Force Majeure, the Contractor is unable to perform a material portion of the Works for a period of not less than ninety (90) days or
- d) If the Employer fails to comply with any final decision reached as a result of arbitration pursuant to Clause GCC 10 hereof.

4.1 Cessation of Rights and obligations of the Parties

Upon termination of this contract pursuant to Clause GCC 2.2. or 4.0 hereof, or expiration of Contract pursuant to Clause GCC 2.4, all rights and obligations of the Parties hereunder shall cease except:

- a) Such rights and obligations as may have accrued on the date of termination or expiration;
- b) The obligation of confidentiality set forth herein under in clause GCC 5.3 hereof;
- c) The Contractor's obligation to permit inspection, copying and auditing of their accounts and records set forth in Clause GCC 5.8 hereof; and
- d) Any right which a Party may have under the Applicable Law



4.2 Cessation of services

Upon termination of the Contract by the Employer pursuant to Clause GCC 4.0 hereof, the Contractor shall immediately on receipt of such notice take all necessary steps to bring the services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. With respect to documents prepared by the Contractor and equipment and materials furnished by the Employer, the Contractor shall proceed as provided, respectively, by Clauses GCC 5.4 and GCC 5.9.3 hereof.

4.3 Payment upon Termination

Upon termination of this contract pursuant to Clause GCC 4.0 here of, the Employer shall make the following payments to the Contractor (after offsetting these payments any amount that may be due from the Contractor to the Employer);

- a) Payment pursuant to Clause GCC 8 hereof for Works satisfactorily performed prior to the effective date of termination;
- and
- b) Except in the case of termination pursuant to paragraphs (a) through (f) of Clause GCC 4.0A hereof, reimbursement of any reasonable cost incident to prompt and orderly termination of Contract including the cost of return travel of Contractor's personnel and their eligible dependents.

5.0 Obligations of the Contractor

5.1 General

5.1.1 Scope of Works

The Contractor shall perform the Works relating to Project as per the Scope of Works mentioned in Terms of Reference (TOR).

5.1.2 Standards of Performance

The Contractor shall perform the Works and carry out their obligations hereunder with all due diligence, efficiency, skill and economy, in accordance with generally accepted professional techniques and practices and shall observe sound management practices, and employ appropriate advances in technology and safe and effective equipment, machinery, materials and methods. The Contractor shall always act, in respect of any matter relating to this Contract or to the Works, as faithful advisers to the Employer, and shall at all times support and safeguard the Employers legitimate interests in any dealings with Sub-Contractor and Third Parties.

5.1.3 Law Governing Works

The Contractor shall perform the Works in accordance with the Applicable Law and shall take all practicable steps to ensure that any Sub-Contractor as well as the Personnel of the Contractor and the Sub-Contractor comply with the Applicable Law and respect local customs.

5.1.4 Co-ordination

Where the Works include co-ordination between the Contractor and other Contractor employed on the Project, the Contractor shall provide such co-ordination and shall obtain, co-ordinate and submit to the Employer's representative for his information and approval all details, drawings, quantities, specifications arising from such co-ordination with others. Such co-ordination will take place throughout the period of the Works.

5.2 Conflict of Interests

5.2.1 Contractor not to benefit from Commissions, Discounts etc.

The remuneration of the Contractor pursuant to clause GCC 8 hereof shall constitute the Contractor's sole remuneration in connection with this contract or the Works and, subject to Clause GCC 5.2.2 hereof, the Contractor shall not accept for their own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or to the Works or in the discharge of their obligations hereunder, and the Contractor shall use their best efforts to ensure that any sub-Contractor, as well as the Personnel and agents of either of them, similarly shall not receive any such additional remuneration.

5.2.2 Contractor and Affiliates not to engage in Certain Activities

The Contractor agree that, during the term of this Contract and after its termination, the Contractor and any entity affiliated with the Contractor, as well as any Sub-Contractor and any entity affiliated with such Sub- Contractor, shall be disqualified from providing goods or services (other than the works under this contract and any continuation thereof) for any project resulting from or closely related to the Works under this contract.

5.2.3 Prohibition of Conflicting Activities

The Contractor shall not engage, and shall cause their Personnel as well as their Sub-Contractor and their Personnel not to engage, either directly or indirectly, in any of the following activities:

- a) during the term of this Contract, any business or professional activities in the Government's country which would conflict with the activities assigned to them under this Contract; and
- b) after the termination of this Contract, such other activities as may be specified.

The Contractor and their Personnel as well their Sub-Contractor and their Personnel shall have no interest in nor receive remuneration in connection with the Project except as provided for in the Contract.

5.2.4 Strict Duty to Disclose Conflicting Activities

The Contractor has an obligation and shall ensure that its Experts and Sub-Contractor (if any) shall have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of their Employer, or that may reasonably be perceived as having this effect. Failure to disclose said situations may lead to the termination of its Contract.

5.3 Confidentiality

The Contractor, their Sub-Contractor and the Personnel of either of them shall not, either during the term or after the expiration of this Contract, disclose any proprietary or confidential information relating to the Project, the Works, this Contract or the Employer's business or operations without the prior written consent of the Employer.

5.4 Documents to be property of Employer and Intellectual Property Rights

All plans, drawings, specifications, designs, reports, other documents and software prepared by the Contractor and their Sub-Contractor for the Employer for performance of the Works under this Contract shall become and remain the property of the Employer, with the full copyright vested in the Employer and the Contractor shall, not later than

upon termination or expiration of this Contract, deliver all such documents to the Employer, together with a detailed inventory thereof. The Contractor may retain a copy of such documents and software. Restrictions about the future use of these documents and software, if any, shall be specified in the **SCC**.

5.5 Liability of Contractor

Subject to additional provisions, if any, set forth in the SCC, the Contractor's liability under this Contract shall be as provided by the Applicable Law.

5.6 Publications

Any publication of material relating to Works (other than proprietary and confidential information as covered under Clause GCC 5.3 & 5.4 hereof) shall be subject written approval of Employer.

5.7 Insurance and Indemnity

5.7.1 The Contractor (a) shall take out and maintain, and shall cause any Sub- Contractor to take out and maintain, at their (or the Sub-Contractor, as the case may be) own cost but on terms and conditions approved by the Employer, insurance against the risks, and for the coverage, as specified in the hereunder, and (b) at the Employer's request, shall provide evidence to the Employer, showing that such insurance has been taken out and maintained and that the current premiums have been paid. The Contractor shall ensure that such insurance is in place as stated in SCC.

5.7.2 The Contractor

- a) shall indemnify, protect and defend at Contractor's own expense the Employer, its agents and employees from and against any and all actions, claims, losses or damages arising out of Contractor's failure to exercise the skill and care required under Clause GCC 5.1.2
- b) Contractor shall, at its own cost and expense, upon request of Employer, re- perform the services in the event of Contractor's failure to exercise the skill and care required under Clause GCC 5.1.2 hereof.

5.8 Accounting, Inspecting and Auditing

The Contractor (i) shall keep accurate and systematic accounts and records in respect of the Works, hereunder, in accordance with internationally accepted accounting principles and in such form and detail as will clearly identify all relevant time charges and cost, and the bases thereof (including such bases as may be specifically referred by Employer); (ii) shall permit the Employer or its designated representative periodically, and up to two (2) years from the expiration or termination of this Contract, to inspect the same and make copies thereof as well as to have them audited by auditors appointed by the Employer; and (iii) shall permit the Employer to inspect the Contractor's accounts and records relating to the performance of the Contractor and to have them audited by auditors appointed by the Employer.

5.9 Contractor's Actions requiring Prior Approval of Employer

5.9.1 Reporting Obligations of Contractor

The Contractor shall submit to the Employer the reports and documents specified in Terms of Reference (TOR), in the form, in the numbers and within the time periods set forth.

The Contractor has an obligation and shall ensure that its Experts and Sub-Contractor shall have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of their Employer, or that may reasonably be perceived as having this effect. Failure to disclose said situations may lead to the termination of its Contract.

5.9.2 Serious Hindrances

The Contractor shall report to the Employer promptly the occurrence of any event or condition which might delay or prevent completion of any significant part of the Project in accordance with the schedules and to indicate what steps shall be taken to meet the situation.

5.9.3 Employer's equipment and materials

Equipment and materials made either available to the Contractor by the Employer, or purchased by the Contractor with funds provided by the Employer, shall be the property of the Employer and shall be marked accordingly. Upon termination or expiration of this Contract, the Contractor shall make available to the Employer an inventory of such equipment and materials and shall dispose of such equipment and materials in accordance with the Employer's instructions. While in possession of such equipment and materials, the Contractor, unless otherwise instructed by the Employer in writing, shall insure them at the expense of the Employer in an amount equal to their full replacement value. All such material and equipment shall be maintained by the Contractor with proper care and diligence save normal wear and tear.

5.10 Property of the Reports and Records

The Contractor retains the design rights and other intellectual property rights and copyrights of all documents prepared by him under this Contract. Unless otherwise stated in the **SCC**, the Employer shall be entitled to use them or copy them only for the Project and the purpose for which they are intended, and need not obtain the Contractor's permission to copy for such use.

5.11 Performance Guarantee

- a) The Contractor, within 21 day of receipt of Letter of Acceptance, shall submit Performance Guarantee amounting to 5% of the Accepted contract value in the form of Demand Draft/ irrevocable Bank Guarantee (as per the proforma) from Nationalized or scheduled bank (except Co-operative Bank) in favor of National High Speed Rail Corporation Limited payable at New Delhi.
- b) Extension of time for submission of Performance Guarantee beyond 21 (Twenty-one) days and up to 35 days from the date of receipt of LOA by the Contractor may be given. However, a damages/ interest of 12% per annum shall be charged for the delay beyond 21(Twenty-one) days, i.e. from 22nd day after the date of receipt of LOA by the Contractor. Further, if the 35th day happens to be a declared holiday in the concerned office of the Employer, submission of Performance Guarantee can be accepted on the next working day.

- c) The Employer reserves the right to forfeit the Performance Guarantee amount, in the event of termination of contract in accordance with Clause 4.0A of these Conditions.
- d) In the event of any defect coming to notice of Employer during the period from actual date of completion of Works and the period of validity of the Performance Guarantee as per this Contract, and in the eventuality of Contractor failing to rectify the same, the Employer will forfeit the amount of Performance Guarantee.
- e) The Bank Guarantee shall be valid till 90 days beyond the Completion period or extended Completion period, if any.
- f) The Employer shall return the Performance Guarantee to the Contractor within 60 days after satisfactory completion of Works Certificate and upon passing the final bill based on 'No Claim Certificate'.
- g) In case the Contract being determined or rescinded under provision of the Conditions of Contract, the Performance Guarantee shall be forfeited in full and shall be absolutely at the disposal of the Employer.
- h) In all other cases, if the Contractor fails to submit the requisite Performance Guarantee even after 60 days from the date of issue of LOA, the contract is liable to be terminated. In case contract is terminated and the Employer shall be entitled to forfeit Earnest Money Deposit and other dues payable against that contract.

5.12 Security Deposit/ Retention Money

Unless otherwise specified in the SCC, the Earnest Money deposited by the Contractor with his Bid will be retained by the Employer as part of security deposit for the due and faithful fulfilment of the contract by the Contractor. The balance to make up the security deposit, will be recovered by 10% (ten percentage) deduction from the Contractor's "on account" bills. Provided also that in case of defaulting Contractor the NHRCL 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 5% of the total value of the contract.

The Security Deposit/rate of recovery/mode of recovery shall be as under:

- 1) Security Deposit for work should be **5%** of the contract value,
- 2) The rate of recovery should be at the rate of 10% of the bill amount till the full security deposit is recovered.
- 3) Security Deposits will be recovered only from the running bills of the contract and no other mode of collecting Security Deposits shall be accepted.
- 4) The security deposit shall be returned to the Contractor without any interest when the Contractor ceases to be under any obligations under the contract i.e. after 60 days of issue of Performance Certificate.
- 5) No interest will be payable upon the Earnest Money and Security Deposit or amounts payable to the Contractor under the Contract.

6.0 Contractor's Personnel and Sub-Contractor

6.1 General

The Contractor shall employ and provide such qualified and experienced Personnel and Sub-Contractor as are required to carry out the Works.

6.2 Description of Personnel- The titles, agreed job descriptions, minimum qualification and estimated periods of engagement in the carrying out of the Works of each of the Contractor's Key Personnel to be approved by the Employer.

6.3 Employer's Approval of Personnel

The Key Personnel and Sub-Contractor listed by title as well as by name shall be approved by the Employer.

6.4 Change of Personnel

- i) Except as the Employer may otherwise agree, no changes shall be made in the Key Personnel (Team Leader and Deputy Team Leaders). If, for any reason beyond the reasonable control of the Contractor (e.g. death, physical disability or other exceptional circumstances), it becomes necessary to replace any of the Personnel, the Contractor shall forthwith provide as a replacement a person of equivalent or better qualifications.
- ii) If the Employer (i) finds that any of the Personnel has committed serious misconduct or has been charged with having committed a criminal action, or (ii) has reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Contractor shall, at the Employer's written request specifying the grounds therefore, forthwith provide as a replacement a person with qualifications and experience acceptable to the Employer.

7.0 Employer's Obligations

7.1 Assistance and Exemptions

Unless otherwise specified, the Employer shall use its best efforts to ensure that the Government shall:

- i) provide the Contractor, Sub-Contractor and Personnel with work permits and such other documents as shall be necessary to enable the Contractor, Sub-Contractor or Personnel to perform the Works;
- ii) assist for the Personnel and, if appropriate, their eligible dependents to be provided promptly with all necessary entry and exit visas, residence permits, exchange permits and any other documents required for their stay in Government's country;
- iii) Facilitate prompt clearance through customs of any property required for the Works and of the personal effects of the Personnel and their eligible dependents;
- iv) Issue to officials, agents and representatives of the Government all such Instructions as may be necessary or appropriate for the prompt and effective implementation of the Works;
- v) Assist the Contractor and the Personnel and any Sub-Contractor employed by the Contractor for the Works from any requirement to register or obtain any permit to practice their profession or to establish them either individually or as a corporate entity according to the Applicable Law;
- vi) grant to the Contractor, any Sub-Contractor and the Personnel of either of them the privilege, pursuant to the Applicable Law, of bringing into Government's country reasonable amounts of foreign currency for the purposes of the Works or for the personal use of the Personnel and their dependents and of withdrawing any such amounts as may be earned therein by the Personnel in the execution of the Works; and

- vii) provide to the Contractor, Sub-Contractor and Personnel any such other assistance as may be specified in **SCC**.

7.2 Access to Project Site

The Employer shall facilitate Contractor's, unimpeded access to project site in respect of which access is bonafide required for the performance of the Works. The Contractor will, however, be responsible for any damage to such land or any property thereon resulting from such access caused by the default or negligence of the Contractor or any Sub-Contractor or the Personnel of either of them and shall indemnify the Employer against such liabilities.

7.3 Changes in the Applicable Law

If, after the date of this Contract, there is any change in the Applicable Law with respect to taxes and duties which increases or decreases the cost or reimbursable expenses incurred by the Contractor in performing the Works, then the remuneration and reimbursable expenses otherwise payable to the Contractor under this Contract shall be increased or decreased accordingly by agreement between the Parties hereto.

7.4 Payment

In consideration of Works successfully and satisfactorily performed by the Contractor under this Contract, the Employer shall make to the Contractor such payments and in manner as is provide by Clause GCC 8 of this Contract.

7.5 Decisions of Employer

On all matters properly referred to it in writing by the Contractor, the Employer shall give a decision in writing within a reasonable time.

8.0 Payments to the Contractor

Payment for the Works under the Contract will be made as specified in the **SCC**.

8.1 Currency of Payment

Any payment under this Contract shall be made in the currency(ies) specified in the SCC.

8.2 Retention Money

Deduction of Retention money is not applicable for this Contract.

8.3 Advance Payments, Bank Guarantee, Mode of Billing and Payment

Billing and payments in respect of the Works shall be made as follows:

- a) No advance payment will be made in this Contract
- b) Employer shall cause the payment of the Contractor as per BOQ and payment schedule. Bill amount will be paid within 28 days of submission of on account bill and correct invoice. Only such portion of a monthly statement that is not satisfactorily supported may be withheld from payment. Should any discrepancy be found to exist between actual payment and costs authorized to be incurred by the Contractor, Employer may add or subtract the difference from any subsequent payments.
- c) The final payment under this Clause shall be made only after the final report and a final statement, identified as such, shall have been submitted by the Contractor and approved as satisfactory by the Employer. The Works shall be deemed completed and finally accepted by the Employer and the final report and final statement shall be

deemed approved by the Employer as satisfactory sixty (60) calendar days after receipt of the final report and final statement by the Employer unless the Employer, within such sixty (60) day period, gives written notice to the Contractor specifying in detail deficiencies in the services, the final report or final statement. The Contractor shall thereupon promptly make any necessary corrections, and upon completion of such corrections, the foregoing process shall be repeated. Any amount which the Employer has paid or caused to be paid in accordance with this Clause in excess of the amounts actually payable in accordance with the provisions of this Contract shall be reimbursed by the Contractor to the Employer within thirty (30) days after receipt by the Contractor of notice thereof. Any such claim by the Employer for reimbursement must be made within twelve (12) calendar months after receipt by the Employer of a final report and a final statement approved by the Employer in accordance with the above.

- d) All payments under this Contract shall be made to the account of the Contractor specified in SCC. It is mandatory for Contractor 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).
- e) Invoices shall be raised on completion of deliverables / Milestone basis as per SCC.
- f) Payment for the item shall be made, which are passed and accepted by the Employer.
- g) Statutory deductions at source, if any, shall be made from the payments.
- h) GST will be paid separately as applicable.

8.4 Price Variation

Unless otherwise specified in SCC, no price escalation is applicable in this contract and prices shall remain firm during currency of the Contract.

9.0 Fairness and Good Faith

9.1 Good Faith

The Parties undertake to act in good faith with respect to each other's rights under this Contract and to adopt all reasonable measures to ensure the realization of the objectives of this Contract.

9.2 Operation of the Contract

The Parties recognize that it is impractical in this Contract to provide for every contingency which may arise during the life of the Contract, and the Parties hereby agree that it is their intention that this Contract shall operate fairly as between them, and without detriment to the interest of either of them, and that, if during the term of this Contract either Party believes that this Contract is operating unfairly, the Parties will use their best efforts to agree on such action as may be necessary to remove the cause or causes of such unfairness, but no failure to agree on any action pursuant to this Clause shall give rise to a dispute subject to arbitration in accordance with Clause GCC 10 hereof.

10.0 Settlement of Disputes

10.1 Amicable Settlement

The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or the interpretation thereof.



10.2 Dispute Settlement

Any dispute between the Parties as to matters arising pursuant to this contract which cannot be settled amicably within thirty (30) days after receipt by one Party of the other Party's request for such amicable settlement may be submitted by either party for settlement through Arbitration in accordance with the Rules stipulated in **SCC**.

The Contractor shall not be entitled to make any claim whatsoever against the Employer under or by virtue of or arising out of this contract, nor shall the Employer entertain or consider any such claim if made by the Contractor, after he shall sign a "NO CLAIM CERTIFICATE" in favour of the Employer, in such a form as shall be required by the Employer, after the works are finally measured up. The Contractor shall be debarred from disputing the correctness of the items covered by "NO Claim Certificate" or demanding a reference to Arbitration in respect thereof.

10.2.1 Arbitration

In the event of any dispute or differences between the parties under this contract, which cannot be amicably resolved shall be referred to a Sole Arbitrator to be mutually appointed by the parties, in accordance with the provisions contained in Arbitration and Conciliation Act, 1996 and its latest amendments till date. The venue of Arbitration shall be New Delhi.

Matters to be arbitrated upon shall be referred to a sole Arbitrator if the total value of the claim is up to Rs 5 million and to a panel of three Arbitrators if total value of claims is more than Rs 5 million. The Employer shall provide a panel of three arbitrators which may also include its officers for claims up to Rs 5 million and a panel of five Arbitrators which may also include its officers for claims of more than Rs 5 million. The Employer at the time of offering the panel of Arbitrator(s) to be appointed as Arbitrator shall also supply the information with regard to the qualifications of the said Arbitrator nominated in the panel along with their professional experience, phone nos. and addresses to the Contractor. The Contractor shall have to choose the sole Arbitrator from the panel of three and/or one Arbitrator from the panel of five in case three Arbitrators are to be appointed. The Employer shall also choose one Arbitrator from this panel of five and the two so chosen will choose the third arbitrator (the Presiding Arbitrator) from the panel only. The Arbitrator(s) shall be appointed within a period of 30 days from the date of receipt of written notice/demand of appointment of Arbitrator from either party. Neither party shall be limited in the proceedings before such arbitrator(s) to the evidence nor did arguments put before the Employer for the purpose of obtaining his decision.

No decision given by the Employer in accordance with the foregoing provisions shall disqualify him from being called as a witness and giving evidence before the arbitrator(s) on any matter, whatsoever, relevant to dispute or difference referred to arbitrator/s. The language of proceedings of documents and communication shall be English.

This is a condition of contract that in case above procedure for nomination of arbitrator/s cannot be adopted due to whatsoever reason may be, then it will be deemed that no arbitration clause exist in contract agreement and normal law of land shall prevail to settle the disputes.

10.2.2 No Suspension of Work.

The Works under this Contract shall be continued during the Arbitration proceedings unless otherwise agreed in writing by Parties or unless it is proved that the Works cannot possibly be continued during the arbitration proceedings.

The reference to arbitration shall proceed notwithstanding that works shall not then be or be alleged to be complete, provided always that the obligations of the Employer, and the Contractor shall not be altered by reasons of arbitration being conducted during the



progress of Works. Neither party shall be entitled to suspend the work to which the dispute relates on account of arbitration and payments to the Contractor shall continue to be made in terms of the Contract.

10.2.3 Award to be binding on All Parties.

The award of the sole arbitrator or a bench of three arbitrators shall be binding on all parties.

10.2.4 Rules Governing the Arbitration Proceedings.

The arbitration proceedings shall be governed by Indian Arbitration and Conciliation Act 1996, as amended from time to time including provisions in force at the time the reference is made.

10.2.5 Substitute Arbitrators:

If for any reason an Arbitrator is unable to perform his function, a substitute shall be appointed in the same manner as the original arbitrator.

10.2.6 Interest on Awarded Amount

Where the arbitral award is for payment of money, no interest shall be payable on the whole or any part of the money for any period till the date on which the award is made.

10.2.7 Fee to Arbitrators

The cost of arbitration shall be borne by the respective parties. The cost shall inter-alia include the fees of the Arbitrator(s) as per the rates fixed by the NHRCL from time to time.

11. Secrecy/Non-Disclosure

11.1 Non-Disclosure Agreement format is attached herewith under Contract Forms and is required to be strictly followed.

11.2 The Contractor needs to maintain the highest degree of confidentiality and keep as confidential the records, documents and other confidential information relating to the business of NHRCL, which may be confined/ known to the Contractor by any means and the Contractor shall use such records, documents and information only in a duly authorized manner in the interest of NHRCL. For the purpose of this clause, the 'Confidential Information' means information about the company's business and that of its customers which is otherwise not available to the general public and which may be learnt by him in due course of work/contract. This includes, but not limited to, the information relating to NHRCL, its products, processes including ideas, concepts, projections, technology, manuals, drawings, design, specifications and all papers records and other documents containing such information.

SECTION-VII

SPECIAL CONDITIONS OF CONTRACT(SCC)



SECTION- VII**SPECIAL CONDITIONS OF CONTRACT**

GCC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
1.1 r.	“Project” means “DELHI-VARANASI HIGH SPEED RAIL CORRIDOR”
1.12	Authorized representatives: For Employer: _____ For Contractor: _____
2.1	This Contract shall come into effect from date of award of work as per LOA.
2.2	The Period shall be 90 days
2.3 a.	The Contractor shall commence the Works within 10th day from date of issue of LOA or as directed by the Employer.
2.3 b.	The Time Period shall be 6 months. However, the Employer reserves the right to extend the contract in same rate, terms & conditions. Price Variation/ Escalation not applicable in this Contract.
2.4	This Contract shall stand expired on date of completion as per contract unless extended by Employer.
2.6	The Employer may notify the Contractor to alter, amend, omit, add to, or otherwise vary the Works on same rates, terms and conditions and the Contractor shall be bound by such variations.
2.7	Sample deficiencies in services may include but not limited to: 1. Substandard field activities 2. Submission of false information / data in the reports 3. Inadequate deployment of manpower or inexperienced manpower 4. Deviation in output from desired standard/agreed terms and conditions 5. Delay in completion of deliverables as per time schedule mentioned in TOR
5.4	Documents to be property of Employer and Intellectual Property Rights Add in the last line as: The Contractor may retain a copy of such documents and software but these documents / Software cannot be transferred to any other party or published anywhere without prior written approval of Employer.
5.5	Limitation of Contractor’s Liability towards the Employer a) Except in case of gross negligence or willful misconduct on the part of the Contractor or on the part of any person or firm acting on behalf of the Contractor in carrying out the Works, the Contractor, with respect to damage caused by the Contractor to Employer’s property, shall not be liable to the Employer: (i) For any indirect or consequential loss or damage; and



	<p>(ii) For any direct loss or damage that exceeds (A) the total payment under this contract or (B) the proceeds the Contactor may be entitled to receive from any insurance maintained by the Contractor to cover such a liability, whichever is higher.</p> <p>b) This limitation of liability shall not affect the Contractor's liability, if any for damage to Third Parties caused by the Contractor or any person or firm acting on behalf of the Contractor in carrying out the Works.</p>																					
5.7	<p>The insurance to be arranged by the Contractor are as under:</p> <p>a) Third Party motor vehicle liability insurance as required under Motor Vehicles Act, 1998 in respect of motor vehicles operated in India by the Contractor or any sub-Contractor or their Personnel.</p> <p>b) Third Party liability insurance with a minimum coverage equal to 20% of the accepted contract value for the entire duration of the contract plus three years after completion of Contract.</p> <p>c) Contractor's liability and workers' compensation insurance in respect of the Personnel of the Contractor and of Sub-Contractor in accordance with relevant provisions of Applicable Law, as well as, with respect to such Personnel, any such life, health, personal accident, travel, household or other insurance as may be appropriate; and</p> <p>d) Insurance against loss of or damage to (i) contractor's equipment, tool and machinery etc. (ii) any documents prepared by the Contractor in performance of the Works and</p> <p>Whenever required by Employer, the Contractor shall produce the valid policy or the policies of insurance and the receipts for payment of the current premium.</p>																					
5.12	This clause stands deleted.																					
8.0	<p>Payment under this clause to be made as under: -</p> <table border="1"> <thead> <tr> <th>S. No.</th> <th>Description of Deliverables</th> <th>Payment of Accepted Contract Value</th> </tr> </thead> <tbody> <tr> <td>1.</td> <td>Inception Report (IR)</td> <td>10%</td> </tr> <tr> <td>2</td> <td>Feasibility/Screening Report along with details of applicable clearances, process flow, documents required, fee requirement, time line and concerned authorities etc</td> <td>20%</td> </tr> <tr> <td>3</td> <td>Draft EMF and draft EIA including EMP & EMoP and standalone proposal of required documents mentioned in point no 2 of this table</td> <td>15%</td> </tr> <tr> <td>4</td> <td>Final EMF, EIA including EMP & EMoP, Strip maps with executive summary and Standalone EMP</td> <td>15%</td> </tr> <tr> <td>5.</td> <td>Submission of all the necessary documents for obtaining applicable statutory clearances</td> <td>20%</td> </tr> <tr> <td>6.</td> <td>Final Acceptance of All Reports and documents</td> <td>20%</td> </tr> </tbody> </table>	S. No.	Description of Deliverables	Payment of Accepted Contract Value	1.	Inception Report (IR)	10%	2	Feasibility/Screening Report along with details of applicable clearances, process flow, documents required, fee requirement, time line and concerned authorities etc	20%	3	Draft EMF and draft EIA including EMP & EMoP and standalone proposal of required documents mentioned in point no 2 of this table	15%	4	Final EMF, EIA including EMP & EMoP, Strip maps with executive summary and Standalone EMP	15%	5.	Submission of all the necessary documents for obtaining applicable statutory clearances	20%	6.	Final Acceptance of All Reports and documents	20%
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6.	Final Acceptance of All Reports and documents	20%																				

	The payment shall be made upon submissions by the contractor which are subject to approval by the Employer.
8.1	Payment shall be made in Indian Rupees (INR)
8.3 (e)	The Bank details of the Contractor are as under: -----



SECTION-VIII
CONTRACT FORMS

CON-1

LETTER OF ACCEPTANCE

[Insert letterhead paper of the Employer]

[Insert date]

To: *[Insert name and address of the Contractor]*

This is to notify you that your Bid dated -----*[insert date]* for execution of the -----
--- *[insert name of the Contract and identification number]* for the Accepted Contract Amount/
Contract Value of ----- *[insert amount in words and figures]* *[insert name of
currency]*, as corrected and modified in accordance with the Instructions to Bidders, is hereby
accepted by the Employer.

You are requested to furnish the Performance Guarantee within 21 days from the date of receipt
of this letter in accordance with the Conditions of Contract, using for that purpose one of the
Performance Guarantee Forms included in Section- VIII- Contract Forms.

Authorized Signature:

Name and Title of Signatory: _ _ Name of Employer
Seal of Company



FORM OF CONTRACT AGREEMENT

(To be executed on requisite value of stamp Papers)

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

WHEREAS the Employer vide their Letter of Invitation invited proposals for Technical and Financial offers to undertake the work of Contract Works for the “.....
.....
.....”; the Contractor submitted their proposals for aforesaid work, whereby the Contractor represented to the Employer that they had the required professional skills and technical and financial resources and in the said proposals the Contractor also have agreed to provide the Works to the Employer on the terms and conditions set forth in this Agreement; and

Whereas the Employer in acceptance of aforesaid proposal of Contractor awarded the works of the Contract Works to the Contractor vide **LOA No.**_____.

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 Contract Agreement:
 - a) the Contract Agreement (if completed)
 - b) the Letter of Acceptance
 - c) the Record of Meeting on Contract Negotiation, if any,
 - d) the Addenda and Corrigenda
 - e) the Letter of financial Bid & Bill of Quantities
 - f) the Letter of Technical Bid
 - g) the Special Conditions of Contract
 - h) the General Conditions of Contract
 - i) the Terms of Reference (TOR)
 - j) the Contractor’s Technical Proposal
 - k) Any other documents forming part of the Contract

In the event of inconsistency in provisions of various documents priority as per the contract conditions shall prevail.

3. The mutual rights and obligations of the Employer and Contractor shall be as set forth in Contract, in particular;
 - a) The Contractor shall carry out the Works in accordance with the provisions of the Contract; and



- b) The Employer shall make the payments to the Contractor in accordance with the provisions of the Contract.

IN WITNESS whereof the Parties hereto have caused this Contract to be executed the day and year first before written.

(Name, Designation and address of the authorized signatory)

(Name, Designation and address of the authorized 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



**Performance Guarantee
(Demand Guarantee)**

[This form is to be used if the BG is to be submitted by individual member of a joint venture/ consortium]

[Insert Guarantor letterhead or SWIFT identifier code]

Beneficiary: *[Insert name and Address of the Employer]* **Date:** *[Insert date of issue]*

PERFORMANCE GUARANTEE No.: *[Insert guarantee reference number]*

Guarantor: *[Insert name and address of place of issue, unless indicated in the letterhead]*

We have been informed that ----- *[insert name of the joint venture/consortium,]* has entered into Contract No.----- *[insert reference number of the contract]* dated *[insert date]* with the Beneficiary, for the execution of ----- *[insert name of the contract and brief description of the Works]* (hereinafter called "the Contract").

Where ----- *[insert name of the member of joint venture/consortium]* (hereinafter called "the Applicant") are a member of the joint venture/consortium for the above referred Contract and are jointly and severally liable for the fulfilment of any obligation required as per the Contract.

Furthermore, we understand that, according to the conditions of the Contract, a performance guarantee is required.

At the request of the Applicant, we as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of ----- *[insert amount in figures]* (*[insert amount in words]*), such sum being payable in the types and proportions of currencies in which the Contract Price is payable, upon receipt by us of the Beneficiary's complying demand supported by the Beneficiary's statement, whether in the demand itself or in a separate signed document accompanying or identifying the demand, stating that the Applicant is in breach of its obligation(s) under the Contract, without the Beneficiary needing to prove or to show grounds for its demand or the sum specified therein.

This guarantee shall expire, no later than the ----- *[insert the day]* ---- day of *[insert month]*, *[insert year]*², and any demand for payment under it must be received by us at this office indicated above on or before that date.

The Guarantor agrees to a one-time extension of this guarantee for a period not to exceed one year, in response to the Beneficiary's written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee.

This guarantee is subject to the Uniform Rules for Demand Guarantees (URDG) 2010 Revision, ICC Publication No. 758, except that the supporting statement under Article 15(a) is hereby excluded.

Notwithstanding anything contained herein:

- a) Our liability under this Guarantee shall not exceed *[insert amount in figures]* (*[insert amount in words]*),



- b) This Guarantee shall be valid up to [insert the day] day of [insert month], [insert year],
- c) We are liable to pay the guaranteed amount or any part thereof under the Guarantee only and only if you serve upon us a written claim or demand on or before
(date which is 3 months after date mentioned at (b) above).

Date -----

Place -----

[Signature of Authorised person of Bank] -----

[Designation] -----

[P/Attorney] No. -----

[Note: All italicized text (including footnotes) is for use in preparing this form and shall be deleted from the final product.]



NON - DISCLOSURE AGREEMENT

This Agreement made on this _____ day of _____, _____ (the 'Effective Date')
BETWEEN: (1) **National High Speed Rail Corporation Limited (NHSRCL)**, having its
Corporate Office at 2nd Floor, Asia Bhawan, Road No. 205, Sector-9, Dwarka, New Delhi-110077.

AND

(2)

(hereinafter referred to, individually, as the "**Party**" and collectively, as the "**Parties**")

Background:

- i) The Parties are, or will be, evaluating, discussing and negotiating a potential contractual relationship _____ concerning _____ the _____ (the '**Project**').
- ii) The Parties may, in these evaluations, discussions and negotiations, disclose to each other information that is technically and /or commercially confidential.
- iii) The Parties have agreed that disclosure and use of such technical and/or commercial confidential information shall be made and on the terms and conditions of this Agreement.

Now it is agreed as follows:

1.0 Definitions:

In this Agreement the following terms shall, unless the context otherwise requires, have the following meanings:

- 1.1 '**Disclosing Party**' means the Party disclosing Confidential Information to the other Party under this Agreement.
- 1.2 '**Receiving Party**' means the Party receiving Confidential Information from the other Party under this Agreement.
- 1.3 '**Confidential Information**' means any information, which shall include but is not limited to, design, fabrication & assembly drawings, know-how, processes, product specifications, raw materials, trade secrets, market opportunities, or business or financial affairs of the Parties or their customers, product samples, inventions, concepts and any other technical and/or commercial information, disclosed directly or indirectly and in any form whatsoever (including, but not limited to, disclosure made in writing, oral or in the form of samples, models, computer programs, drawings or other instruments) furnished by the Disclosing Party to the Receiving Party under this Agreement.
 - 1.3.1 Such Confidential Information shall also include but shall not be limited to:
 - 1.3.1.1 information disclosed by the Disclosing Party in writing marked as confidential at the time of disclosure;
 - 1.3.1.2 information disclosed by the Disclosing Party orally which is slated to be confidential at the time of disclosure;



- 1.3.1.3 information disclosed in any other manner is designated in writing as Confidential Information at the time of disclosure; or
- 1.3.1.4 notwithstanding sub-clauses 1.3.1.1, 1.3.1.2 and 1.3.1.3 of this definition, any information whose nature makes it obvious that it is confidential.
- 1.3.2 Such Confidential Information shall not include any information which:
- 1.3.2.1 is, at the time of disclosure, publicly known; or
- 1.3.2.2 becomes at a later date, publicly available otherwise than a wrongful act or negligence or breach of this Agreement of or by the Receiving Party; or
- 1.3.2.3 the Receiving Party can demonstrate by its written records was in its possession, or known to the Receiving Party, before receipt under this Agreement, and which was not previously acquired under an obligation of confidentiality; or
- 1.3.2.4 is legitimately obtained at any time by the Receiving 3 Party from a third party without restrictions in respect of disclosure or use; or
- 1.3.2.5 the Receiving Party can demonstrate to the satisfaction of the Disclosing Party, has been developed independently of its obligations under this Agreement and without access to the Confidential Information.
- 1.4 **'Purpose'** means the evaluations, discussions, negotiations and execution regarding a contractual relationship between the Parties in respect of the Project defined in paragraph (i) of the Background section.
- 1.5 **'Affiliate'** means any legal entity which, at the time of disclosure to it on any Confidential Information, is directly or indirectly controlling, controlled by or under common control with any of the Parties.
- 1.6 **'Contemplated Agreement'** means any future legally binding Agreement between the Parties in respect of the Project envisaged under this Agreement.

3.0 Non-Disclosure of Confidential Information:

- 3.1 In consideration of the disclosure of Confidential Information by the Disclosing Party to the Receiving Party solely for the Purpose, the Receiving Party undertakes whether by itself, its successors and heirs, not to disclose Confidential Information to any third party, unless in accordance with Clause 4.
- 3.2 In addition to the undertaking in Clause 2.1, the Receiving Party shall be liable for:
- 3.2.1 any loss, theft or other inadvertent disclosure of Confidential Information, and
- 3.2.2 any unauthorized disclosure of Confidential Information by persons (including, but not limited to, present and former employees) or entities to whom the Receiving Party under this Agreement has the right to disclose Confidential Information, except where, the Receiving Party has used the same degree of care in safeguarding such Confidential Information as it uses for its own Confidential Information of like importance and in no event less than a reasonable degree of care; and upon becoming aware of such inadvertent or unauthorized disclosure the Receiving Party has promptly notified the Disclosing Party thereof and taken all reasonable measures to mitigate the effects of such disclosure and to prevent further disclosure.
- 3.3 The Receiving Party understands and agrees that:
- 3.3.1 any information known only to a few people to whom it might be of commercial interest and not generally known to the public is not public knowledge;



3.3.2 a combination of two or more parts of the Confidential Information is not public knowledge merely because each part is separately available to the public.

3.4 The Receiving Party acknowledges the technical, commercial and strategic value of the Confidential Information to the Disclosing Party and understands that unauthorized disclosure of such Confidential Information will be injurious to the Disclosing Party.

3.0 Use of Confidential Information:

The Receiving Party is entitled to use the Confidential Information but only for the Purpose.

4.0 Permitted Disclosure of Confidential Information:

4.1 The Receiving Party may disclose in confidence Confidential Information to any of its Affiliates and employees, in which event the Affiliate and employee shall be entitled to use the Confidential Information but only to the same extent the Receiving Party is permitted to do so under this Agreement. The Receiving Party agrees that such Affiliates or employees are subject to confidentiality obligations no less restrictive than those of this Agreement.

4.2 The Receiving Party shall limit the dissemination of Confidential Information of its Affiliates and employees having a need to receive such information to carry out the Purpose.

4.3 The Receiving Party may disclose Confidential Information to its Agencies, Contractor, sub-Contractor, agents or similar persons and entities having a need to receive such information to carry out the Purpose on the prior written consent of the Disclosing Party. In the event that the Disclosing Party gives such consents, the Receiving Party agrees that such individuals are subject to confidentiality obligations no less restrictive than those of this Agreement.

4.4 Notwithstanding Clause 2.1, the Receiving Party shall not be prevented from disclosing Confidential Information, where (i) such disclosure is in response to a valid order of a court or any other governmental body having jurisdiction over this Agreement or (ii) such disclosure is otherwise required by law, provided that the Receiving Party, to the extent possible, has first given prior written notice to the Disclosing Party and made reasonable efforts to protect the Confidential Information in connection with such disclosure.

5.0 Copying and Return of Furnished Instruments:

5.1 The Receiving Party shall not be entitled to copy samples, models, computer programs, drawings, documents or other instruments furnished by the Disclosing Party hereunder and containing Confidential Information, unless and to the extent it is necessary for the Purpose.

5.2 All samples, models, computer programs, drawings, documents and other instruments furnished hereunder and containing Confidential Information shall remain the Disclosing Party's property.

5.3 At any time upon request from the Disclosing Party or upon the conclusion of the Purpose or expiry of this Agreement, the Receiving Party, at its own cost, will return or procure the return, promptly and in any event within 14 days of receipt of such request, of each and every copy of Confidential Information given by the Disclosing Party, and satisfy the Disclosing Party that it no longer holds any further Confidential Information.

6.0 Non-Disclosure of Negotiations:



Except as provided in Clause 4, each Party agrees that it will not, without the other Party's prior written approval, disclose to any third party the fact that the Parties are discussing the Project. The Parties acknowledge that the provisions of this Agreement shall apply in respect of the content of any such discussions. The undertaking set forth in this Clause 7 shall survive the termination of this Agreement.

7.0 Term and Termination:

7.1 This Agreement shall become effective on the Effective Date. The provisions of this Agreement shall however apply retro actively to any Confidential Information, which may have been disclosed in connection with discussions and negotiations regarding the Project prior to the Effective Date.

7.2 This Agreement shall remain in force for five (5) years from the Effective Date, except to the extent this Agreement is superseded by stipulations of the Contemplated Agreement.

7.3 The rights and obligations of each Party with respect to all Confidential Information of the other Party that is received under this Agreement shall remain in effect for a period of five (5) years from the date of disclosure of Confidential Information.

8.0 Intellectual Property Rights:

All Confidential Information disclosed herein shall remain the sole property of the Disclosing Party and the Receiving Party shall obtain no right thereto of any kind by reason of this Agreement.

9.0 Future Agreements:

Nothing in this Agreement shall obligate either Party to enter into any further Agreements.

10.0 Amendments:

Any amendment to this Agreement shall be agreed in writing by both Parties and shall refer to this Agreement.

11.0 Severance:

If any term or provision in this Agreement is held to be either illegal or unenforceable, in whole or in part, under any enactment or rule of law, such term or provision or part shall to that extent be deemed not to form part of this Agreement, but the validity and enforceability of the remainder of this Agreement shall not be affected.

12.0 Governing Law:

This Agreement shall be governed by and construed in accordance with the laws of India and in any dispute arising out of or relating to this agreement, the Parties submit to the exclusive jurisdiction of the Courts situated at Delhi, India.

13.0 General:

13.1 Upon 45 days written notice, the Disclosing Party may audit the use of the programs, materials, data, Works, and such additional disclosed resources. The Receiving Party agrees to co-operate with the Disclosing Party's audit and to provide reasonable assistance and access to information.

13.2 The Receiving Party shall disclose of any similar agreements explicit or otherwise, for similar purpose/application with in its own organization, or any other third party.

In the event of a breach or threatened breach by the Receiving Party of any provisions of this Agreement, the Disclosing Party, in addition to and not in limitation of any other rights, remedies or damages available to the Disclosing Party at law or in equity, shall be entitled to a temporary restraining order / preliminary injunction / or any such action permissible



under extant laws, in order to prevent or to restrain any such breach by the Receiving Party, or by any or all persons directly or indirectly acting for, on behalf of, or with the Receiving Party. IN WITNESS WHEREOF, this Agreement was duly executed on behalf of the Parties on the day and year first above written.

(Name, Designation and address
of the authorized signatory)

(Name, Designation and address of
the authorized signatory)

Witness:

1.

2.

Witness:

1.

2.



SECTION-IX

FINANCIAL PROPOSAL

(To be submitted in a separate sealed Enveloped clearly marked in bold “FINANCIAL BID”)



LETTER OF FINANCIAL BID

[On Bidder's Company letterhead]

To
Officer on Special Duty
National High Speed Rail Corporation Ltd.
2nd Floor, Asia Bhawan, Road No. 205
Sector-9, Dwarka, New Delhi-110077

Dear Sir,

We, the undersigned, declare that:

- (a) We have examined and have no reservations to the Bidding Documents, including addenda issued in accordance with Instructions to Bidders. *[Insert the number and issuing date of each addendum];*
- (b) We offer to execute in conformity with the Bidding Documents the following Works:
CARRYING OUT ENVIRONMENTAL IMPACT ASSESSMENT STUDY / FIELD WORK AND PREPARATION OF ENVIRONMENT IMPACT ASSESSMENT REPORT & ENVIRONMENT MANAGEMENT PLAN FOR PROPOSED DELHI-VARANASI SECTION (ABOUT 865 KMS LONG) (Tender No.: NHRCL/CO/CONTRACT/EIA/2020/07)
- (c) The total price of our Bid is:
[insert the total price of the Bid in words and figures in INR]
- (d) Our Bid shall be valid for a period of **90** days from the date fixed for the Bid submission deadline in accordance with the Bidding Documents, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- (e) If our Bid is accepted, we commit to provide a Performance Guarantee in accordance with the Bidding Documents;
- (f) We understand that this Bid, together with your written acceptance thereof included in your Letter of Acceptance, shall constitute a binding contract between us, until a formal contract is prepared and executed; and
- (g) We understand that you are not bound to accept the lowest evaluated Bid or any other Bid that you may receive.

Name of the Bidder* *[insert along with complete name of person signing the Bid]*

Name of the person duly authorized to sign the Bid on behalf of the Bidder** *[insert complete name of person duly authorized to sign the Bid]*

Title of the person signing the Bid *[insert complete title of the person signing the Bid]*

Signature of the person named above *[insert signature of person whose name and capacity are shown above]*

Date signed: *[insert date of signing]* day of *[insert month]*, *[insert year]*

*In the case of the Bid submitted by joint venture, a consortium specifies the name of the Joint Venture as Bidder and or that of consortium partners.

**Person signing the Bid shall have the power of attorney given by the Bidder and the same shall be attached with the Bid.



BILL OF QUANTITY

INSTRUCTIONS TO THE BIDDERS FOR FILLING UP RATES

- 1) All prices should be in Indian Rupee.
- 2) The bidder must quote total price as per enclosed BOQ.
- 3) Prices for each item shall be furnished in the proper format only as per the summary of the cost details given at next page and no sub-headings shall be allowed. Any correction, overwriting etc. should be countersigned.
- 4) The Bidder should quote for all the items mentioned in the BOQ. The Bids not quoting for all the items are liable to be rejected.



FINANCIAL BID**BILL OF QUANTITIES (BOQ)**

NAME OF WORK: CARRYING OUT ENVIRONMENTAL IMPACT ASSESSMENT STUDY / FIELD WORK AND PREPARATION OF ENVIRONMENT IMPACT ASSESSMENT REPORT & ENVIRONMENT MANAGEMENT PLAN FOR PROPOSED DELHI-VARANASI SECTION (ABOUT 865 KMS LONG)

SN	Description	Unit	Quantity	Amount in figures (INR)
1.	CARRYING OUT ENVIRONMENTAL IMPACT ASSESSMENT STUDY / FIELD WORK AND PREPARATION OF ENVIRONMENT IMPACT ASSESSMENT REPORT & ENVIRONMENT MANAGEMENT PLAN FOR PROPOSED DELHI-VARANASI SECTION (ABOUT 865 KMS LONG) .	Lump-Sum	01	
2	TOTAL Amount in INR excluding GST (in words)			

Note:

- The bidder shall quote rates as per the above schedule.
- The BoQ/Schedules may not generally give a full description of the works to be performed. Bidders shall be deemed to have read the ToR and other sections of the Bidding Documents to ascertain the full scope of the requirements included in each item before quoting the rates and price.
- The Bidder's quoted rate for the complete items shall include all costs towards power, fuels, tools and plants, tackle, equipment, materials, transport, cess, royalty, insurances, octroi of materials, manpower, all taxes & Levies except GST, contingencies, overheads, profits and all incidental items not specifically mentioned but reasonably implied and necessary according to the Contract. NHRCL will not entertain any claim whatsoever in this respect.
- The Bidders must ensure that the quoted rate shall be inclusive of all indirect costs i.e. Logistics, Accommodation, TA/DA of personnel, Communication, Documentation, Transportation, Travel, Insurance etc., and other necessary and relevant taxes.
- Goods and Service Tax (GST) on the works shall be reimbursed separately upon submission of proof of payment of GST.

Signature of Bidder
Name of Authorized person
Date & Seal of Company

