

**NATIONAL HIGH SPEED RAIL CORPORATION LIMITED (NHSRCL)**

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

2nd Floor, Asia Bhawan, Road No.205, Sector-9, Dwarka, New Delhi-110077, India

**Addendum No. 06**

**Country: INDIA**

**Name of Work:** *Construction of Bridges for Double Line High Speed Railway for 02 No. PSC Bridges (GAD 9 & 1441) and 07 No. Steel Truss Bridges (GAD 68, 1134, 12, 61, 14, 15 & 62) [excluding fabrication and transportation of steel truss girders] between Zaroli Village at Maharashtra-Gujarat Border (MAHSR Km. 156.600) and Vadodara (MAHSR Km. 393.700), in the State of Gujarat and the Union Territory of Dadra and Nagar Haveli for the Project for Construction of Mumbai-Ahmedabad High Speed Rail.*

Date: 19.06.2020

Loan Agreement No.: ID-P277 & ID-P279

IFB Number: Package No. MAHSR-P-1(B)

Following are to be considered:

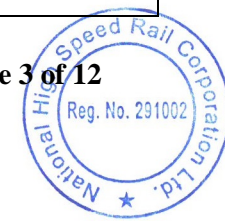
<b>Item No.</b>	<b>Refer Para No.</b>	<b>Original</b>	<b>Revised</b>
1.	Addendum No. 5, Item No. 1  IFB, S. No. 5, Second para., Page 2 of 3	The Bidding Documents shall be available for sale at NHSRCL's Office as mentioned in Para. (4) above during 10:00 hrs to 17:00 hrs on all the working days from 06.02.2020 to 03.07.2020, alternatively, Bidding Documents are also available for downloading through the link after payment as mentioned in para above.	The Bidding Documents shall be available for sale at NHSRCL's Office as mentioned in Para. (4) above during 10:00 hrs to 17:00 hrs on all the working days from 06.02.2020 to 11.08.2020, alternatively, Bidding Documents are also available for downloading through the link after payment as mentioned in para above.



Item No.	Refer Para No.	Original	Revised
2.	Addendum No. 3, Item No. 3  IFB, S. No. 7, 8 Page 2 of 3	<p><b><u>Sl. No. 7)</u></b> Bids must be delivered to the address above on or before 11:00 hrs on 06.07.2020 and must be accompanied by a Bid Security of INR 66,000,000 (Indian Rupee Sixty-six Million only).</p> <p><b><u>Sl. No. 8)</u></b> Only the Technical Bid will be opened in the presence of Bidders’ representatives who choose to attend at 11:30 hrs on 06.07.2020 at the office of:</p>	<p><b><u>Sl. No. 7)</u></b> Bids must be delivered to <i>General Manager (Contract) at the address as given in BDS ITB 22.1</i> on or before 11:00 hrs on 13.08.2020 and must be accompanied by a Bid Security of INR 66,000,000 (Indian Rupee Sixty-six Million only).</p> <p><b><u>Sl. No. 8)</u></b> Only the Technical Bid will be opened in the presence of Bidders’ representatives who choose to attend at 11:30 hrs on 13.08.2020 at the office of:</p>
3.	Part 1, Section II, BDS, ITB 11.2(e), Page 4 - 5 of 34	<p>Replace entire para. with the following:</p> <p>“The Bidder is not required to submit any documentary evidence along with the Bidding Documents in regard to ITB 17. All information furnished in the respective Forms as mentioned in “Clause 4.0 Bidders’ Qualification Section-IV” shall be certified by a Chartered Accountant/Company Auditor/Statutory Auditor. However, the Employer reserves the right to demand any relevant supporting documents as required.”</p>	<p>Replace entire para. with the following:</p> <p>“The Bidder is not required to submit any documentary evidence along with the Bidding Documents in regard to ITB 17 <i>for Forms CON, FIN-1, FIN-2, FIN-3, FIR-1, FIR-2, Annexure to Form FIR-2 and ACK.</i> All information furnished in these Forms shall be certified by a Chartered Accountant/Company Auditor/Statutory Auditor <i>except for FORM CON in which certification by a Chartered Accountant/Company Auditor/Statutory Auditor is not required.</i></p> <p><i>The Bidder shall submit the documentary evidence for the information as mentioned in the Forms ELI-1, ELI-2, EXP-1, EXP-2(a) and EXP-2(b).</i></p>



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			However, the Employer reserves the right to demand any relevant supporting documents as required.”
4.	Part 1, Section II, BDS, ITB 21.1, Page 6 of 34	-	<p>&lt;Add the following in the beginning of BDS ITB Sub-Clause 21.1&gt;</p> <p><i>“Bidders shall submit their Bids by hand or mail. Bid submission through electronic mail is not permitted. Procedures for submission, sealing and marking are as follows:”</i></p>
5.	<p>Addendum No. 3, Item No. 4</p> <p>Part 1, Section II, BDS, ITB 22.1, Page 9 of 34</p>	<p>For Bid submission purposes only, the Employer’s address is:</p> <p>Attention : <i>Managing Director, National High Speed Rail Corporation Limited</i></p> <p>Street Address : <i>Asia Bhawan, Road No.205, Sector-9, Dwarka, New Delhi, India</i></p> <p>Floor/Room number : <i>2nd Floor</i></p> <p>City : <i>New Delhi</i></p> <p>Zip Code : <i>110077</i></p> <p>Country : <i>India</i></p> <p>The deadline for Bid submission is:</p> <p>Date: 06.07.2020</p> <p>Time : 11:00 hrs</p>	<p>For Bid submission purposes only, the Employer’s address is:</p> <p>Attention : <i>General Manager (Contract), National High Speed Rail Corporation Limited</i></p> <p>Street Address : <i>Asia Bhawan, Road No.205, Sector-9, Dwarka, New Delhi, India</i></p> <p>Floor/Room number : <i>2nd Floor/Room number: 201</i></p> <p>City : <i>New Delhi</i></p> <p>Zip Code : <i>110077</i></p> <p>Country : <i>India</i></p> <p>The deadline for Bid submission is:</p> <p>Date: 13.08.2020</p>



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			Time : 11:00 hrs
6.	Addendum No. 3, Item No. 5  Part 1, Section II, BDS, ITB 25.1, Page 9-10 of 34	The opening of the Technical Bid shall take place at:  Organization : National High Speed Rail Corporation Limited Street Address : Asia Bhawan, Road No.205, Sector-9, Dwarka Floor/Room number : 2nd Floor City : New Delhi Zip Code : 110077 Country : India Date: 06.07.2020 Time : 11:30 hrs	The opening of the Technical Bid shall take place at:  Attention : National High Speed Rail Corporation Limited Street Address : Asia Bhawan, Road No.205, Sector-9, Dwarka Floor/Room number : 2nd Floor City : New Delhi Zip Code : 110077 Country : India Date: 13.08.2020 Time : 11:30 hrs
7.	Part 1, Section III, Sub-Clause 3.2 (b) (iii), 3 <sup>rd</sup> Column of Table, Heading- 'Requirement', Page 18 of 34	No consistent history of court/arbitral award decisions against the Bidder <sup>(iii)</sup> since 1 <sup>st</sup> January 2015.	No consistent history of court/arbitral award decisions against the Bidder <sup>(iii)</sup> since 1 <sup>st</sup> January 2015 <i>up to 28 days prior to the Bid Submission deadline.</i>
8.	Part 1, Section III, Sub-Clause 3.2 (b), Notes to the Bidder, Item (iii), Page 19 of 34	The Bidder shall provide accurate information on the related Bidding Form about any litigation or arbitration resulting from Contracts completed or ongoing under its execution over the last five (5) years. A consistent history	The Bidder shall provide accurate information on the related Bidding Form about any litigation or arbitration resulting from Contracts completed or ongoing under its execution <i>since 1<sup>st</sup> January 2015 up to 28 days prior to the Bid Submission deadline.</i> A consistent history of awards



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		of awards against the Bidder or any member of a joint venture may result in rejection of the Bid.				against the Bidder or any member of a joint venture may result in rejection of the Bid.			
9.	Part 1, Section IV, (Bidding Forms), Sub-Clause 2.8.2, Page 29 to 30 of 122	Item No.	Description	Unit	Quantity	Item No.	Description	Unit	Quantity
		208(a)	Blinding Concrete (PCC) of M15 grade below Pile-caps and spread foundations	Cum	280	208(a)	Blinding Concrete (PCC) of M20 grade below Pile-caps and spread foundations	Cum	280
		208(b)	Gap filling concrete (PCC) of M15 grade in rock for spread foundation for bridge of GAD 9 before Backfilling.	Cum	240	208(b)	Gap filling concrete (PCC) of M20 grade in rock for spread foundation for bridge of GAD 9 before Backfilling.	Cum	240
10.	Part 1, Section IV, (Bidding Forms), Sub-Clause 2.8.4, Item No. 406 and 407, Page 44 of 122	Item No.	Description	Unit	Quantity	Item No.	Description	Unit	Quantity
		406	Providing Maintenance Gallery including manufacture, supply & fixing in position, with all arrangements, required plant & machinery, leads and lifts etc., all complete as per the Drawings, GS and TS.	Kg	33,000	406	Providing Maintenance Gallery (including any Upper Landing Platforms) at the specified locations, including manufacture, supply & fixing in position, with all arrangements, required plant & machinery, leads and lifts etc., all complete	Kg	33,000
		407	Providing Steel Inspection						

Item No.	Refer Para No.	Original				Revised			
			Ladders and hand-rails, at the specified locations, including manufacture, supply & fixing in position, with all arrangements, required plant & machinery, leads and lifts etc., all complete as per the Drawings, GS and TS.				as per the Drawings, GS and TS.		
		407(a)	For accessing the inside of box-girder for PSC Bridges	Kg	1,550	407	Providing <i>Steel Ladders / Steel Inspection Ladders, hand-rails and entrance hatches</i> at the specified locations, including manufacture, supply & fixing in position, with all arrangements, required plant & machinery, leads and lifts etc., all complete as per the Drawings, GS and TS.		
		407(b)	For accessing the steel girder for Steel Truss Bridges	Kg	2,680				
						407(a)	For PSC Bridges	Kg	1,550
						407(b)	For Steel Truss Bridges	Kg	2,680
11.	Part 1, Section IV, (Bidding Forms), Sub-Clause 2.8.4, Page 51 of 122	<b>Item No.</b>	<b>Description</b>	<b>Unit</b>	<b>Quantity</b>	Deleted			
		419	Load testing of girders of various spans on completion of works at bridges, including loading/unloading of the spans, taking observations and submission of results to the Engineer, as per the approved Scheme, with all arrangements,						

Item No.	Refer Para No.	Original				Revised
			required plant & machinery, leads and lifts etc., all complete as per the Drawings, GS and TS.			
		419(a)	For 65m PSC girder span	Each	1	
		419(b)	For 100m Steel girder span	Each	1	
12.	Part 1, Section IV, Bidding Forms, FORM ELI-1, ELI-2, CON, EXP-1, EXP-2(a), EXP-2(b), Page 74-83 of 122, Page 96-103 of 122					Refer Attachment No. 01 of this addendum for revised Bidding forms ELI-1, ELI-2, CON, EXP-1, EXP-2(a) and EXP-2(b).
13.	Part 1, Section IV, Bidding Forms, Form ACK, Page 104 to 106 of 112	Form ACK				< Form ACK has been replaced with Attachment No. 2 of this Addendum>
14.	Part 3, Section VIII - Particular Conditions (PC), Part A - Contract Data, Sub-Clause 3.1(B) (ii), Page 6 of 35	Nil				<i>0.05%; until the cumulative amount of Variations instructed by the Engineer without obtaining the approval of the Employer reaches 1% of the Accepted Contract Amount.</i>



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15.	Part 3, Section VIII - Particular Conditions (PC), Part A - Contract Data, Sub-Clause 8.7, Page 6 of 35	0.05% (zero-point zero five percent) of the Contract Price per day. For Milestones refer to Table: Summary of Milestones, below.	0.01% (zero-point zero one percent) of the Contract Price per day. For Milestones refer to Table: Summary of Milestones, below.
16.	Part 3, Section VIII – Particular Conditions (PC), Part B - Specific Provisions, Sub-Clause 1.2, Page 10 of 35	-	<Add following paragraph> Replace third paragraph with the following paragraph:  In these Conditions, provisions including the expression “Cost plus <i>reasonable</i> profit” require <i>reasonable</i> profit to be one-twentieth (5%) of Cost unless otherwise indicated in the Contract Data.
17.	Part 3, Section VIII - Particular Conditions (PC), Part B - Specific Provisions, Sub-Clause 2.1, Page 11 of 35	Replace the third paragraph, including sub-paragraphs (a) and (b), and fourth paragraph with the following two paragraphs:  If the Contractor suffers a delay as a result of a failure by the Employer to give any such right or possession within such time, the Contractor shall give notice to the Engineer and shall be entitled to an extension of time for any such delay as per Sub-Clause 20.1 [Contractor’s Claims], if completion is or will be delayed, as per Sub-Clause 8.4 [Extension of Time for Completion]. After receiving this notice, the Engineer shall proceed in accordance with Sub-	Replace the third paragraph, including sub-paragraphs (a) and (b), with the following two paragraphs:  If the Contractor suffers a delay and/or damage as a result of a failure by the Employer to give any such right or possession within such time, the Contractor shall give notice to the Engineer and shall be entitled subject to Sub-Clause 20.1 [Contractor’s Claims] to:  (a) an extension of time for any such delay, if completion is or will be delayed, under Sub-Clause 8.4 [Extension of Time for Completion], and





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		<p>Clause 3.5 [Determinations] to agree or determine this matter.</p> <p>If the Employer fails to give any such right to access or possession within such time, the Contractor shall give notice to the Employer and shall be entitled to <i>a payment for Cost, including profit</i>, of INR 20,000 (Indian Rupees Twenty Thousand only) for damages due to delay per day for every bridge site subject to a maximum amount of INR 40,000,000 (Indian Rupees Forty Million only) for the contract as a whole.</p>	<p>(b) payment for such damages under Sub-Clause 20.1, which shall be included in the Contract Price provided that;</p> <p>(i) The payment for damages shall be INR 20,000 (Indian Rupees Twenty Thousand only) for damages due to delay per day for every bridge site.</p> <p>(ii) The total cumulative amount of the payment specified in (i) above under the Contract shall be limited to <i>INR 40,000,000 (Indian Rupees Forty Million)</i>.</p> <p>No other claim, whatsoever, shall be admissible under this Sub-Clause.</p>
18.	Part 3, Section VIII, Part -B- Specific Provisions, Sub-Clause 6.5- Working Hours, Page 13 of 35	-	<p>&lt;New Clause Added&gt;</p> <p>Replace the sub-paragraphs (c) with the following:</p> <p>c) <i>the work is unavoidable, or necessary for the protection of life or property or for the safety of the Works, in which case the Contractor shall immediately advise the Engineer, or</i></p> <p>d) <i>the work under multiple shifts outside the normal working hours is notified to the Engineer with seven (7) days prior notice, subject to prior necessary permissions obtained from local authorities, if required.</i></p>



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19.	Part 3, Section VIII – Particular Conditions (PC), Part B – Specific Provisions, Sub-Clause 20.2, 1 <sup>st</sup> Para, Page 20 of 35	Disputes shall be referred to a DB for decision in accordance with Sub-Clause 20.4 [Obtaining Dispute Board’s Decision]. The Parties shall appoint a DB by the date stated in the Contract Data. The date may be changed if both the Parties agree, in writing, to change the date, up to one hundred eighty days after the Commencement Date.	Disputes shall be referred to a DB for decision in accordance with Sub-Clause 20.4 [Obtaining Dispute Board’s Decision]. The Parties shall appoint a DB by the date stated in the Contract Data. The date may be changed if both the Parties agree, in writing, to change the date, up to <i>three hundred and sixty-five</i> days after the Commencement Date.
20.	Entire Bidding Document	<ul style="list-style-type: none"> <li>a) Best interest</li> <li>b) Best practice(s)</li> <li>c) Best industry practice(s)</li> <li>d) Best construction practice(s)</li> <li>e) Best industrial practice(s)</li> </ul>	<ul style="list-style-type: none"> <li>a) <i>Good</i> interest</li> <li>b) <i>Good</i> practice(s)</li> <li>c) <i>Good</i> industry practice(s)</li> <li>d) <i>Good</i> construction practice(s)</li> <li>e) <i>Good</i> industrial practice(s)</li> </ul>
21.	Part 2, Section VI-1 – Specification (General Specifications), Sub-Division 3010, Clause 1(38), Page 18 of 217	“ <b>HSR Benchmarks</b> ” means the benchmarks provided by the Employer, used to locate, confirm the Right of Way (ROW) & its co-ordinates including levels.	“ <b>Benchmarks</b> ” means the benchmarks provided by the Employer, used to locate, confirm the Right of Way (ROW) & its co-ordinates including levels.
22.	Part 2, Section VI-2 – Specification (Technical Specifications), Sub-Clause 10.8, Page 134 of 165	<p>10.8 Maintenance Gallery, Evacuation/safety barrier and Steel Crash guard</p> <ul style="list-style-type: none"> <li>b) Maintenance Gallery, Evacuation/safety barrier and Steel Crash guard shall be fabricated, duly galvanised and installed as per the respective Drawings and the Method Statement that has been approved by the Engineer.</li> <li>c) Measurement for Payment: These items shall be</li> </ul>	<p>10.8 Maintenance Gallery, Steel Crash guard, <i>Maintenance door</i>, and Evacuation/safety barrier</p> <ul style="list-style-type: none"> <li>b) Maintenance Gallery (including any upper landing platforms), Steel Crash guard, <i>Maintenance door</i>, and Evacuation/safety barrier shall be fabricated, duly galvanised and installed as per the respective Drawings and the Method Statement that has been approved by the</li> </ul>



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		<p>measured in weight in Kg to an accuracy of one decimal. However, no separate payment shall be made for inserts, bolts, nuts and other fixtures used in the construction and fixing of this item of work, including the galvanisation.</p>	<p>Engineer.</p> <p>c) Measurement for Payment:</p> <p>i) <i>Maintenance Gallery (including any upper landing platforms) and Steel Crash guard shall be measured in weight in Kg to an accuracy of one decimal.</i></p> <p>ii) <i>Maintenance door and Evacuation/safety barrier shall be measured and paid for 'each' unit installed at the specified locations in the Drawings.</i></p> <p>iii) <i>No separate payment shall be made for inserts, bolts, nuts and other fixtures used in the construction and fixing of this item of work, including the galvanisation.</i></p>
23.	<p>Part 2, Section VI-2 – Specification (Technical Specifications), Sub-Clause 10.8, Page 138 of 165</p>	<p>10.13 Inspection ladder</p> <p>a) Inspection ladder works shall include fabrication and installation of ladder, procurement, transportation, unloading, installation, removal of excess material, carrying out of inspection and test, and responding to any un-natural occurrences.</p> <p>b) Material shall conform to the standards specified in the Drawing, and procured accordingly as approved by the Engineer. Ladders shall be installed as per Drawings and the approved Method Statement.</p> <p>c) Measurement for Payment: Inspection ladder shall be measured in weight in Kg to an accuracy of one decimal. However, no separate payment shall be made for inserts,</p>	<p><i>10.13 Steel ladders/ Steel Inspection Ladders, hand-rails and entrance hatches</i></p> <p>a) <i>Procurement and installation of Steel ladders/ Steel Inspection Ladders, hand-rails and entrance hatches shall include their fabrication, galvanization, transportation, unloading, storing, installation, removal of excess material, carrying out of inspection and test, and completing in all respects.</i></p> <p>b) Material shall conform to the standards specified in the Drawing, and procured accordingly as approved by the Engineer. <i>These items</i> shall be installed as per Drawings and the approved Method Statement.</p>



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		bolts, nuts and other fixtures used in the construction and fixing in place of this item of work.	c) Measurement for Payment: <i>These items</i> shall be measured in weight in Kg to an accuracy of one decimal. However, no separate payment shall be made for inserts, bolts, nuts and other fixtures used in <i>their</i> construction and fixing in place.
24.	Part 2, Section VI-2 – Specification (Technical Specifications), Sub-Clause 10.20, Page 142 of 165	10.20 Full span load testing of girder a) During the period of construction or within the defect liability period the Engineer shall order the load testing of any one 65m PSC span and one 100m steel truss girder span. The Contractor shall propose the test scheme (based on the details provided by the Engineer) in the Method Statement and obtain approval from the Engineer. b) Measurement for payment: Payment shall be done for each span loaded and tested. All costs involved in carrying out the tests and incidental expenses thereof shall be borne by the Contractor.	Deleted.
25.	Part 2, Section VI-4 – (Reference Information/ Report), Sub-Clause 6 (Utility), Page 198 of 198		<Add utility report for GAD 1134> < Refer Attachment No. 03 of this Addendum>



# Package MAHSR P-1(B)

## Addendum No. 6, Item No. 12, Attachment No. 01

### Form ELI -1: Bidder Information Form

Date: *[insert day, month, year]*

IFB No.: Package No. MAHSR-P-1(B)

Page *[insert page number]* of *[insert total number]* pages

*[Bidders shall provide the following information.]*

Bidder's legal name: <i>[insert full name]</i>
In case of a JV/Consortium, legal name of the representative member and of each member: <i>[insert full name of each member in the JV/Consortium and specify the representative member.]</i>
Bidder's actual or intended country of registration: <i>[insert country of registration]</i>
Bidder's actual or intended year of incorporation: <i>[insert year of incorporation]</i>
Bidder's legal address in country of registration: <i>[insert street/ number/ town or city/ country]</i>
Bidder's authorized representative information: Name: <i>[insert full name]</i> Address: <i>[inset street/ number/ town or city/ country]</i> Telephone/Fax numbers: <i>[insert telephone/fax numbers, including country and city codes]</i> E-mail address: <i>[insert E-mail address]</i>
<i>Attached are copies of original documents of: Articles of Incorporation (or equivalent documents of constitution or association), and/or documents of registration of legal entity named above, in accordance with ITB 4.3. <input type="checkbox"/> In case of JV, letter of intent to form JV or JV agreement, in accordance with ITB 4.1.  Included are the organizational chart, a list of Board of Directors, and the beneficial ownership.</i>

#### **Bidder's Representative:**

Signature: .....

Name: .....



Position: .....

Date: .....

Company: .....

Company stamp: .....



# Form ELI-2: Bidder's Party Information Form

Date: *[insert day, month, year]*

IFB No.: Package No. MAHSR-P-1(B)

Page *[insert page number]* of *[insert total number]* pages

*[The following form is additional to Form ELI-1, and shall be completed to provide information relating to each JV/Consortium member (in case the Bidder is a JV/Consortium) as well as specialist Subcontractor proposed to be used by the Bidder for any part of the Contract resulting from this process.]*

In case of JV/ Consortium, Bidder's legal name: <i>[insert full name]</i>
Bidder's Party legal name: <i>[insert full name of Bidder's party]</i>
Bidder's Party country of registration: <i>[insert country of registration]</i>
Bidder's Party year of incorporation: <i>[insert year of incorporation]</i>
Bidder's Party legal address in country of registration: <i>[insert street/ number/ town or city/ country]</i>
Bidder's Party authorized representative information: Name: <i>[insert full name]</i> Address: <i>[insert street/ number/ town or city/ country]</i> Telephone/Fax numbers: <i>[insert telephone/fax numbers, including country and city codes]</i> E-mail address: <i>[insert E-mail address]</i>
<i>Attached are copies of original documents of</i> <input type="checkbox"/> <i>Articles of Incorporation (or equivalent documents of constitution or association), and/or registration documents of the legal entity named above, in accordance with ITB 4.3.</i>  <i>Included are the organizational chart, a list of Board of Directors, and the beneficial ownership.</i> <input type="checkbox"/> <i>In case the construction experience in key activity 3.2(d)(iii) is being met by a specialist subcontractor, then in addition to Form ELI-2 and EXP-2(b), the undertaking from specialist subcontractor, for willingness to associate with the bidder, shall be submitted without which specialist subcontractor's experience shall not be considered.</i>

**Bidder's Representative:**

Signature: .....



Name: .....

Position: .....

Date: .....

Company: .....

Company stamp: .....





# Form CON: Contract Non-Performance and Litigation

Date: *[insert day, month, year]*  
 Bidder's Legal Name: *[insert full name]*  
 JV/Consortium Party Legal Name: *[insert full name]*  
 IFB No.: Package No. MAHSR-P-1(B)  
 Page *[insert page number]* of *[insert total number]* pages

*[The following table shall be filled in for the Bidder and for each member of a JV/Consortium.]*

## 1.0 History of Non-Performing Contracts

<b>Non-Performing Contracts</b>			
<input type="checkbox"/> Contract non-performance did not occur since <b>1<sup>st</sup> January 2018</b> , in accordance with the Section III: Evaluation and Qualification Criteria, Sub-Factor 3.2 (b) (i).			
<input type="checkbox"/> Contract(s) not performed since <b>1<sup>st</sup> January 2018</b> , in accordance with the Section III: Evaluation and Qualification Criteria, Sub-Factor 3.2 (b) (i) indicated below:			
Year	Non-performed Portion of Contract	Contract Identification	Total Contract Amount (current value, currency, exchange rate and INR equivalent)
<i>[insert year]</i>	<i>[insert amount and percentage]</i>	Contract Identification: <i>[indicate complete contract name, number, and any other identification]</i> Name of Employer: <i>[insert full name]</i> Address of Employer: <i>[insert street/city/country]</i> Reason(s) for non-performance: <i>[indicate main reason(s)]</i>	<i>[insert amount]</i>

**Note:** The Bidder is not required to submit any document as documentary evidence along with the Bidding Documents.

### Bidder's Representative:

Signature: .....

Name: .....



Position: .....

Date: .....

Company: .....

Company stamp: .....



**2.0 Pending Litigation**

<b>Pending Litigation</b>				
<input type="checkbox"/> No pending litigation in accordance with the Section III: Evaluation and Qualification Criteria, Sub-Factor 3.2 (b) (ii).				
<input type="checkbox"/> Pending litigation in accordance with the Section III, Evaluation and Qualification Criteria, Sub-Factor 3.2 (b) (ii), is indicated below:				
<b>Year of Dispute</b>	<b>Amount in Dispute (currency)</b>	<b>Outcome as Percentage of Net Worth</b>	<b>Contract Identification</b>	<b>Total Contract Amount (current value, currency, exchange rate and INR equivalent)</b>
<i>[insert year]</i>	<i>[insert amount]</i>	<i>[insert percentage]</i>	Contract Identification: <i>[indicate complete contract name, number, and any other identification]</i> Name of Employer: <i>[insert full name]</i> Address of Employer: <i>[insert street/city/country]</i> Matter in dispute: <i>[indicate main issues in dispute]</i> Status of dispute: <i>[indicate if it is being treated by the Adjudicator, under Arbitration or being dealt with by the Judiciary]</i>	<i>[insert amount]</i>

**Note:** The Bidder is not required to submit any document as documentary evidence along with the Bidding Documents.

**Bidder’s Representative:**

Signature: .....

Name: .....

Position: .....

Date: .....

Company: .....

Company stamp: .....



### 3.0 Litigation History

Litigation History		
<input type="checkbox"/> No court/arbitral award decisions against the Bidder or any member of the JV/consortium since <b>1<sup>st</sup> January 2015 up to 28 days prior to the Bid Submission deadline</b> , in accordance with the Section III, Evaluation and Qualification Criteria, Sub-Factor 3.2 (b) (iii).		
<input type="checkbox"/> Court/ arbitral award decisions against the Bidder or any member of the JV/consortium since <b>1<sup>st</sup> January 2015 up to 28 days prior to the Bid Submission deadline</b> , in accordance with the Section III, Evaluation and Qualification Criteria, Sub-Factor 3.2 (b) (iii), are indicated below:		
Year of Award	Contract Identification	Total Contract Amount (current value, currency, exchange rate and INR equivalent)
<i>[insert year]</i>	Contract Identification: <i>[indicate complete contract name, number, and any other identification]</i> Name of Employer: <i>[insert full name]</i> Address of Employer: <i>[insert street/city/country]</i> Matter in dispute: <i>[indicate main issues in dispute]</i> Party who initiated the dispute: <i>[indicate "Employer" or "Contractor"]</i> Status of dispute: <i>[Indicate if it is being treated by the Adjudicator, under Arbitration or being dealt with by the Judiciary]</i>	<i>[insert amount]</i>

**Note:** The Bidder is not required to submit any document as documentary evidence along with the Bidding Documents.

#### **Bidder's Representative:**

Signature: .....

Name: .....

Position: .....

Date: .....

Company: .....

Company stamp: .....



# Form EXP -1: General Construction Experience

*[The following table shall be filled in for the Bidder and for each member of a JV/Consortium]*

Date: *[insert day, month, year]*  
 Bidder's Legal Name: *[insert full name]*  
 JV/Consortium Party Legal Name: *[insert full name]*  
 IFB No.: Package No. MAHSR-P-1(B)  
 Page *[insert page number]* of *[insert total number]* pages

*[Identify contracts that demonstrate continuous construction work over the past five (5) years pursuant to Section III, Evaluation and Qualification Criteria, Sub-Factor 3.2 (d) (i). List contracts chronologically, according to their commencement (starting) dates.]*

General Construction Experience			
Starting Year	Ending Year	Contract Identification	Role of Bidder
<i>[indicate year]</i>	<i>[indicate year]</i>	Contract name: <i>[insert full name]</i> Brief description of the works performed by the Bidder: <i>[describe works performed briefly]</i> Amount of contract: <i>[insert amount, currency, exchange rate and INR equivalent]</i> Name of Employer: <i>[indicate full name]</i> Address: <i>[indicate street/number/town or city/country]</i>	<i>[insert "Prime Contractor" (single entity or JV/Consortium member) or "Subcontractor" or "Management Contractor"]</i>

**Note:** *The Bidder is required to submit the documentary evidence for the information furnished in the form.*

**Bidder's Representative:**

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



Company: .....

Company stamp: .....



# Form EXP -2(a): Specific Construction Experience

[The following table shall be filled in for the Bidder and for each member of a JV/Consortium]

Date: [insert day, month, year]  
 Bidder's Legal Name: [insert full name]  
 JV/Consortium Party Legal Name: [insert full name]  
 IFB No.: Package No. MAHSR-P-1(B)  
 Page [insert page number] of [insert total number] pages

[Fill out one (1) form per contract, in accordance with Section III, Evaluation and Qualification Criteria, Sub-Factor 3.2 (d) (ii).]

<b>Contract of Similar Size and Nature</b>			
<b>Similar Contract No.</b> <i>[insert number] of [insert number of similar contracts required]</i>	<b>Information</b>		
Contract Identification	<i>[insert contract name and reference identification number, if applicable]</i>		
Award Date	<i>[insert day, month, year, e.g. xx xxx, xxxx]</i>		
Completion Date	<i>[insert day, month, year, e.g., xx xxx, xxxx]</i>		
Role in Contract <i>[check the appropriate box]</i>	<b>Prime Contractor</b>		
	Single entity <input type="checkbox"/>	JV/Consortium member <input type="checkbox"/>	
Total Contract Amount	<i>[insert total contract amount and currency(ies)]</i>	INR <i>[insert exchange rate and total contract amount in INR equivalent]</i>	
Total Amount received from client	<i>[insert total amount received and currency (ies)]</i>	INR <i>[insert exchange rate and total amount received in INR equivalent]</i>	
If member in a JV/Consortium, specify participation in total Contract amount	<i>[insert a percentage amount]</i>	<i>[insert total contract amount and currency(ies)]</i>	INR <i>[insert exchange rate and total contract amount in INR equivalent]</i>



Employer's Name:	<i>[insert full name]</i>
Address: Telephone/fax number E-mail:	<i>[indicate street / number / town or city / country] [insert telephone/fax numbers, including country and city area codes] [insert E-mail address, if available]</i>
Similar Contract No. <i>[insert number] of [insert number of similar contracts required]</i>	Information
Description of the similarity in accordance with Sub-Factor 3.2 (d) (ii) of Section III:	
1. Physical size of required works items Construction of bridge / viaduct for Rail / Metro Rail with a minimum total length of 1,000m of Prestressed Concrete (PSC) Box Girders having sub-structure (concrete) and foundation.	<i>[insert physical size of items]</i>
2. Complexity	<i>[insert description of complexity]</i>
3. Methods/Technology	<i>[insert specific aspects of the methods/technology involved in the contract]</i>
4. Other Characteristics	<i>[Insert other characteristics as described in Section VI-1. Works Requirements - General Specifications and Section VI-2. Works Requirements-Technical Specification].</i>

**Note:** The Bidder is required to submit the documentary evidence for the information furnished in the form. The Completion/Substantial Completion Certificates indicating the nature/scope of work, actual completion cost and actual date of completion for such work shall be submitted duly certified from the Client.

**Bidder's Representative:**

Signature: .....

Name: .....

Position: .....

Date: .....

Company: .....

Company stamp: .....





# Form EXP -2(b): Construction Experience in Key Activities

Date: *[insert day, month, year]*  
Bidder's Legal Name: *[insert full name]*  
JV/Consortium Party Legal Name: *[insert full name]*  
Subcontractor's Legal Name *[insert full name]*  
IFB No.: Package No. MAHSR-P-1(B)  
Page *[insert page number]* of *[insert total number]* pages

*[Fill out one (1) form per contract, in accordance with Section III, Evaluation and Qualification Criteria, Sub-Factor 3.2 (d) (iii).]*

**Key Activities:**

- a) Construction of Prestressed Concrete (PSC) Box Girder bridge / viaduct crossing an operational Rail / Metro Rail / Road, for Railway / Metro Rail, by segmental / balanced cantilever method with a span of 30m or more.
- b) Erection and Launching of Steel truss for a bridge crossing Rail / Metro Rail / Road / River for Rail / Metro Rail with a span of 45m or more.

Total Quantity of Activity under the contract: \_\_\_\_\_

Contract with Similar Key Activities				
Item	Information			
Contract Identification	<i>[insert contract name and number, if applicable]</i>			
Award Date	<i>[insert day, month, year, e.g., xx, xxx, xxxx]</i>			
Completion Date	<i>[insert day, month, year, e.g., xx, xxx, xxxx]</i>			
Role in Contract <i>[check the appropriate box]</i>	Prime Contractor		Management Contractor <input type="checkbox"/>	Subcontractor <input type="checkbox"/>
	Single entity <input type="checkbox"/>	JV/Consortium member <input type="checkbox"/>		
Total Contract Amount	<i>[insert total contract amount in INR]</i>		INR <i>[insert Exchange rate and total contract amount in INR equivalent]</i>	



Quantity (Volume, number or rate of production, as applicable) performed under the contract per year or part of the year <i>[Insert extent of participation indicating actual quantity of key activity successfully completed in the role performed]</i>	Total quantity in the Contract  (i)	Percentage participation  (ii)	Actual Quantity Performed  (i) x (ii)
Year 1			
Year 2			
Year 3			
Year 4			
Employer's Name:	<i>[insert full name]</i>		
Address:	<i>[indicate street / number / town or city / country]</i>		
Telephone/fax number	<i>[insert telephone/fax numbers, including country and city area codes]</i>		
E-mail:			
	<i>[insert E-mail address, if available]</i>		

**Note:** The Bidder is required to submit the documentary evidence for the information furnished in the form. The Completion Certificates for the Key Activities shall be submitted duly certified from the Client.

**Bidder's Representative:**

Signature: .....

Name: .....

Position: .....

Date: .....

Company: .....

Company stamp: .....



## **Form ACK**

### **Acknowledgement of Compliance with Guidelines for Procurement under Japanese ODA Loans**

A) I, [*insert name and position of authorized signatory*], being duly authorized by [*insert name of Bidder/members of joint venture (“JV”)*] (hereinafter referred to as the “Bidder”) to execute this Acknowledgement of Compliance with the Guidelines for Procurement under Japanese ODA Loans, hereby certify on behalf of the Bidder and myself that:

- (i) all information provided in the Bid submitted by the Bidder and its subcontractors for the Project for Construction of Mumbai-Ahmedabad High Speed Rail, name of the Contract “Construction of Bridges for Double Line High Speed Railway for 02 No. PSC Bridges (GAD 9 & 1441) and 07 No. Steel Truss Bridges (GAD 68, 1134, 12, 61, 14, 15 & 62) [excluding fabrication and transportation of steel truss girders] between Zaroli Village at Maharashtra-Gujarat Border (MAHSR Km. 156.600) and Vadodara (MAHSR Km. 393.700), in the State of Gujarat and the Union Territory of Dadra and Nagar Haveli for the Project for Construction of Mumbai-Ahmedabad High Speed Rail” [Package MAHSR-P-1(B)], and number of lot(s) is one (1), is true, correct and accurate to the best of the Bidder’s and my knowledge and belief; and
- (ii) the Bidder or any of its subcontractors has not, directly or indirectly, taken any action which is or constitutes a corrupt or fraudulent practice and is not subject to any conflict of interest as stipulated in the relevant section of the Guidelines and the Bidding Document.

*<If debarment for more than one year by the World Bank Group is NOT imposed, use the following sentence B).>*

B) I certify that the Bidder has NOT been debarred by the World Bank Group for more than one year since the *date* of issuance of Invitation for Bids.

*<If debarment for more than one year by the World Bank Group has been imposed BUT three (3) years have passed since the date of such debarment decision, use the following sentence B’).>*



B') I certify that the Bidder has been debarred by the World Bank Group for a period more than one year BUT that on the date of issuance of Invitation for Bids at least three (3) years had passed since the date of such debarment decision. Details of the debarment are as follows:

Name of the debarred firm	Starting date of debarment	Ending date of debarment	Reason for debarment

C) I certify that the Bidder will not enter into a subcontract with a firm which has been debarred by the World Bank Group for a period more than one year, unless on the date of the subcontract at least three (3) years have passed since the date of such debarment decision.

D) I certify, on behalf of the Bidder and its subcontractors, that if selected to undertake works and services in connection with the Contract, the Bidder and its subcontractors shall carry out such works and services in continuing compliance with the terms and conditions of the Contract.

E) I further certify, on behalf of the Bidder and its subcontractors, that if the Bidder and any of its subcontractors is requested, directly or indirectly, to engage in any corrupt or fraudulent practice under any applicable law, such as the payment of a rebate, at any time or any stage of a process of procurement such as negotiations, execution or implementation of contract (including amendment thereof), the Bidder shall report all relevant facts regarding such request to the relevant section in JICA (details of which are specified below) in a timely manner.

JICA's information desk on fraud and corruption (A report can be made to either of the offices identified below.)

(1) JICA Headquarters: Legal Affairs Division, General Affairs

Department

URL: <https://www2.jica.go.jp/en/odainfo/index.php>

Tel: +81 (0)3 5226 8850

(2) JICA India Office

16<sup>th</sup> Floor, Hindustan Times House,

18-20, Kasturba Gandhi Marg,

New Delhi- 110001, India

Tel: (91-11) 4909-7000

The Bidder acknowledges and agrees that the reporting obligation stated above shall NOT in any way affect the Bidder's responsibilities, obligations or rights, under relevant laws, regulations, contracts, guidelines or otherwise, to disclose or report such



request or other information to any other person(s) including the Employer or to take any other action, required to or allowed to, be taken by the Bidder. The Bidder further acknowledges and agrees that JICA is not involved in or responsible for the procurement process in any way.

- F) If any of the statements made herein is subsequently proven to be untrue or incorrect based on facts subsequently determined, or if any of the warranties or covenants made herein is not complied with, the Bidder will accept, comply with, and not object to any remedies taken by the Employer and any sanctions imposed by or actions taken by JICA.

**Bidder's Representative:**

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

Chartered Accountant /Company Auditor/ Statutory Auditor

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

Membership No: .....  
Address: .....  
Contact No: .....  
Email ID: .....



# Addendum No. 6, Item No. 25, Attachment No. 03

