

Data Collection and Associated Survey Work for DPR of Delhi-Varanasi HSR Corridor

Tender No.: NHSRCL/CO/CONTRACT/DATA COLLECTION/2020/10

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

**BIDDING DOCUMENT**

**FOR**

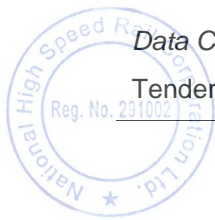
**Data Collection and Associated Survey Work for DPR of Delhi-Varanasi HSR  
Corridor**

**Tender No.: NHSRCL/CO/CONTRACT/DATA COLLECTION/2020/10**

**(Single Stage Two Packet Bid)**

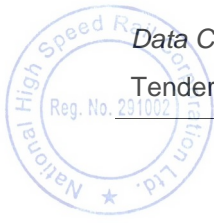
**June 2020**

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



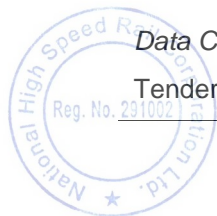
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## **SECTION-I**

### **NOTICE INVITING TENDER (NIT)**



**NATIONAL HIGH SPEED RAIL CORPORATION LIMITED**

**NOTICE INVITING TENDER (NIT)**

**No.: NHSRCL/CO/CONTRACT/DATA COLLECTION/2020/10**

**Date: 08.06.2020**

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	<b>Data Collection and Associated Survey Work for DPR of Delhi-Varanasi HSR Corridor</b>	INR 1,00,000/- (Demand Draft/ Pay Order)	04 months	INR 5,900/- (including GST @18%)

2. To participate in the tender, the Bidding documents can be downloaded from NHSRCL Website [www.nhsrcl.in](http://www.nhsrcl.in) or <https://eprocure.gov.in/epublish/app>. Cost of tender document shall be INR 5,900/- (Rupees Five Thousand Nine Hundred only) inclusive of GST @18%, which is non-refundable. Payment of tender document cost/tender fee is to be made only by RTGS/NEFT/IMPS. No other mode of payment will be accepted. The bidders are required to submit scanned copies of e-receipt & UTR No. for payment transaction for tender document cost / tender fee through email in the designated email id as mentioned in tender document and the same will be uploaded along with Technical Bid ( For identification , mention tender reference i.e **"NHSRCL/CO/CONTRACT/DATA COLLECTION"** in remarks at the time of online transaction of payment, failing which payment may not be considered) at the time of online bid submission along with copy of GST registration no. The details of bank account of NHSRCL in which payments are to be made is mentioned below:

**Bank Account Name:** National High-Speed Rail Corporation Limited

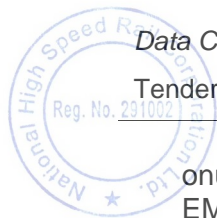
**Name & Address of the Bank:** HDFC Bank Ltd, 209-214, Kailash Building, 26, Kasturba Gandhi Marg, New Delhi 110001

**Account No -** 57500000079852

**Indian Financial System Code (IFSC):** HDFC0000003

**MICR Code:** 110240001

3. Bids must be accompanied by a bid security for INR 1,00,000/- (Rupees One Lakh only) in the form as specified in Clause 15 of Instruction to Bidders in the Tender documents.
4. 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 at a later stage, 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.
5. 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 at a later stage, 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.

6. An online meeting through Video Conferencing to clarify issues regarding online bid submission procedure will be held as per details given in Clause C. iii. of Annexure-1 of NIT.
7. 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](http://www.nhsrcl.in) & Central Public Procurement (CPP) Portal <https://eprocure.gov.in/epublish/app> 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.
8. **Date and time of online Submission of Tender:**

<b>Tender submission start date &amp; time</b>	:	01.07.2020 from 10:00 Hrs.
<b>Tender submission end date &amp; time</b>	:	02.07.2020 upto 15:00 Hrs.

Technical Bids will be opened at 15:00 hrs. on **03.07.2020** as per procedure described in **Annexure 1 of NIT** in the presence of Bidders who choose to join through online. NHSRCL will not be responsible for any delays in Bidder obtaining the Bidding documents from NHSRCL Website or receipt of the submitted bid by NHSRCL. However, NHSRCL reserves the right to postpone/defer the opening of bids, if it deems fit.

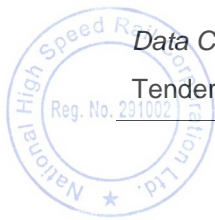
9. **Address for Communication:** Interested eligible Bidders may obtain further information from the following address:

**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](mailto:tendercontract@nhsrcl.in)**

10. 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.
11. 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

**General Manager (Contract)**  
**National High Speed Rail Corporation Ltd.**  
**2<sup>nd</sup> Floor, Asia Bhawan, Road No. 205**  
**Sector-9, Dwarka, New Delhi-110077**



**Annexure-1 of NIT**  
**Instructions to bidders for Online Submission and Opening of bids**  
**to NHSRCL due to Covid-19**

Due to Covid-19 outbreak, advisories have been issued by Government of India, *inter alia*, regarding social distancing and lockdown measures, National High Speed Rail Corporation Limited (NHSRCL), New Delhi, NHSRCL has decided to invite and open the bids online. The procedure which will be followed for such submission and opening has been indicated below and all bidders are requested to follow the instructions scrupulously.

**A. Bid Administrator**

- i. The bidding process will be conducted by a '**Bid Administrator**'.
- ii. The information regarding correspondence details of '**Bid Administrator**' **will** be communicated to concerned bidders by email or such other communication means as necessary, in advance.

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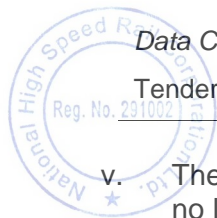
**B. Tender Documents for Open/Limited Tender**

- i. For **Open Tenders**, the Tender document can be downloaded from NHSRCL Website.
- ii. All the participating/prospective bidders for open tender must convey their email id and working mobile and landline telephone number to the designated email id provided by NHSRCL for regular communication purposes.

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**C. Uploading of Bid Document by Bidders**

- i. The completely filled up bid document will be uploaded on NHSRCL's website by the bidders. The bidders shall seek an uploading link from NHSRCL through email in the designated email id as mentioned in tender document ([tendercontract@nhsrcl.in](mailto:tendercontract@nhsrcl.in)) *only after submitting the proof of payment of cost of bidding document*.
- ii. The bidders will be provided with a link through email with a user ID and password for upload of bid documents.
- iii. **An online meeting through Video Conferencing to clarify issues regarding online bid submission procedure will be held on 24.06.2020 at 15:00 hrs. Interested eligible Bidders, who has either purchased the Bidding Documents beforehand or the bidders eligible for exemption of tender document cost (as per tender conditions like MSMEs), will be invited to attend the meeting, provided bidder submits the proof of payment of tender document cost submission/Credential for tender document cost exemption as above, through email at the designated email id as mentioned in tender document. Login credentials shall be provided to interested eligible Bidders through email.**
- iv. Both, technical as well as financial bid will be uploaded as two separate password protected PDF documents. The documents will be password protected individually. Both these documents will be zipped together in one folder. The passwords **will not be shared** by the bidders at the time of uploading of bid documents.



- v. The link provided for uploading bid documents will expire at a given date and time, and will no longer be available for uploading of documents. In case a bidder uploads more than one bid document, the last one of the uploaded documents will be considered for bid process.
- vi. The bidders must ensure that their bid submissions to NHSRCL are free from virus/malware/ransomware or such similar unwanted software code.

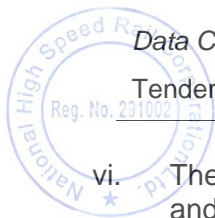
#### **D. Submission of Earnest Money Deposit (EMD)**

- i. The tender document cost/earnest money as specified in the bid document must be deposited in the account of NHSRCL through Immediate Payment System (IMPS), National Electronic Fund Transfer (NEFT) or Real Time Gross Settlement (RTGS). The details of the Bank in which the tender document cost/EMD is to be deposited is as under:
  - a. **Bank Account Name:** National High-Speed Rail Corporation Limited
  - b. **Name of the Bank:** HDFC Bank Ltd, 209-214, Kailash Building, 26, Kasturba Gandhi Marg, New Delhi 110001
  - c. **Account No** - 57500000079852
  - d. **Indian Financial System Code (IFSC):** HDFC0000003
  - e. **MICR Code:** 110240001
- ii. The EMD (as applicable) has to be deposited at least a day before opening of bids by 14:00 hours (Indian Standard Time - GMT+5:30). Any bid submitted without tender document cost/EMD shall be considered as invalid and shall not be opened.
- iii. The acknowledgement/receipt of such payment of tender document cost/EMD shall be emailed to the '**Bid Administrator**' of the bidding process on the day of submission of tender document cost/EMD in NHSRCL's account as given in para D (i) above.
- iv. The Technical bid must also contain the details of bank account of the bidder. This account will be used to credit the amount of EMD back into the unsuccessful bidders' account, without any interest or any such levy.
- v. The copy of Bid security/ EMD shall be emailed to the 'Bid Administrator' of the bidding process on the day of submission of tender document cost/EMD in NHSRCL's account. Bidders will also be required to upload the scanned copy of Bid security / EMD at the time of online bid submission.

#### **E. Submission of Password and Opening of Technical Bids**

- i. For opening of the technical bids on a notified date, a virtual on-line meeting (zoom/webex or other similar meeting platform) will be held inviting the bidders who have submitted the bids. The invitations for online meeting will be sent by email along with the information of the software/platform to be used for meeting.
- ii. The '**Bid Administrator**', who will be conducting the meeting will be notified to the bidders over email.
- iii. A window of 30 minutes, from the time of commencement of online tender opening meeting, would be given to all the bidders who have submitted the bids to provide their password for opening of the submitted technical bid, to the '**Bid Administrator**' of the meeting privately through chat or as an SMS/WhatsApp message on the number provided in advance through email.
- iv. All technical bids would be opened by '**Bid Administrator**' of the meeting, using the password so provided during the meeting, one by one.
- v. **In case it is not possible to open the file, which contains the technical bid, due to any reason whatsoever, the bid shall be disqualified.**





- vi. The entire online meeting of opening of Technical bid shall be recorded and kept for records and confirmation.
- vii. For opening of the Technical Bid, the bidder must make every effort to be present for the online technical bid opening meeting. However, for any reason whatsoever, the bidder is not able to join, but is able to send his password, the bidder's offer would be considered as **Valid**.
- viii. **The outcome of the Technical Bid evaluation will be informed to all the bidders through email.**

#### **F. Password submission and opening of Financial Bids**

- i. For opening of the financial bids, procedure as outline in Para E (i) to E (iv) as illustrated above will be followed for the opening of financial bid.
- ii. The opened financial bids would be shown on the screen online to the participating bidders.
- iii. **In case it is not possible to open the file, which contains the financial bid, due to any reason whatsoever, the bid shall be disqualified.**
- iv. The opened bids will be recorded on a summary sheet indicating bidder's name and their financial quote. This summary sheet will be displayed on screen, in the meeting by the '**Bid Administrator**'.
- v. The entire online meeting of opening of financial bid shall be recorded and kept for records and confirmation.
- vi. For opening of the Financial Bid, the bidder must make every effort to be present for the online financial bid opening meeting. However, if for any reason, the bidder is not able to join, but is able to send his password, the bidder's offer would be considered as **Valid**.

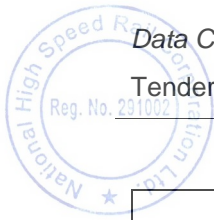
#### **G. Other Instructions/Guidelines**

- a. The bidders must ensure that their bids are complete in all respects and that their bids are password protected.
- b. The bids so submitted must be capable of opening with 'Adobe Acrobat Reader' and/or Adobe Acrobat. Use of any proprietary software for encrypting PDF or passwords leading to non-opening or readability of the submitted bid, will render the bid invalid.
- c. The bidders must check the integrity of bids to be submitted before uploading the same.
- d. The bidders must ensure that the bids are clearly marked as Technical and Financial indicating the name of the bidding agency.
- e. The bidders and/or their authorized representative(s) must make every effort to be present in the virtual online meeting (Zoom/Webex or other similar meeting platform) while opening of the bids.
- f. If a bidder has shared the password with the '**Bid Administrator**' for the opening of financial bid document but is unable to be present in the online financial bid opening process, the bid will be considered as valid.

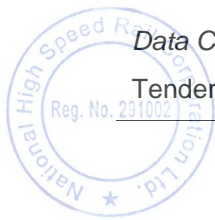
**Note: The bidders are required to submit soft copies of their bids electronically as per procedure mentioned in Annexure 1 of NIT. No other mode of submission will be accepted. All those bidders who have submitted their bids in physical form, their bids shall be returned once the online bid opening of this tender is concluded.**

\*\*\*\*End\*\*\*\*





**SECTION-III**  
**INSTRUCTIONS TO BIDDERS (ITB)**



## INSTRUCTIONS TO BIDDERS (ITB)

### A. INTRODUCTION

#### 1 General

1.1 National High Speed Rail Corporation Limited (NHSRCL), 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:

#### **Data Collection and Associated Survey Work for DPR of Delhi-Varanasi HSR Corridor**

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 (NHSRCL),  
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. The term Consultant may read as contractor.

#### 1.6 **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 shall accompany the Bid).

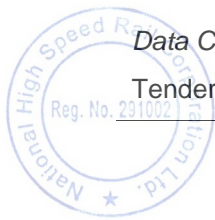
c) By the partner holding the power of attorney in the case of a firm in partnership (a certified copy of the power of attorney shall accompany the Bid)

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 false.

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. **Joint-Ventures (JV)/Consortium are not allowed to bid for this tender.**

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

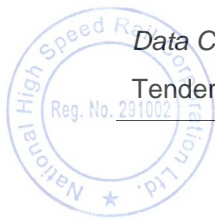
- 2.1 The rates shall be offered in the “Bill of Quantity” (BOQ) enclosed in Financial proposal. The rates shall include cost of all activities, wages, all allowances and benefits, payment towards entitled medical and annual leave, PF contributions, ESI, incidental costs, insurances (as applicable) along 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) **including Annexure-1 of 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. However, an online meeting through Video Conferencing to clarify issues regarding online bid submission procedure will be held as per details given in Clause C. iii. of Annexure-1 of NIT.

##### **6.2 Bidder's Queries**

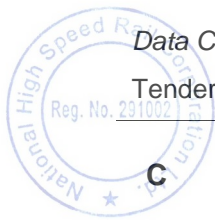
- 6.2.1 The bidder should submit query in writing not later than ten (10) days prior to the deadline for submission of Bids. Queries may be sent to the email id **tendercontract@nhsrcl.in**. Replies to bidder queries will be published in Employer's Website <https://www.nhsrcl.in> and Central Public Procurement 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 NHSRCL website <http://www.nhsrcl.in> and CPP Portal <https://eprocure.gov.in/epublish/app> 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). **Please note that the Original Bid duly stamped and signed along with POA should be scanned and uploaded.**

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**

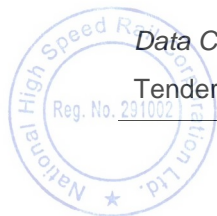
## **SUBMISSION AND RECEIPT OF BIDS:**

### **11.0**

#### **Submission of fully responsive Bid**

11.1

**The Bidder shall upload a fully responsive bid online on specified link provided by NHSRCL under "Annexure 1 of NIT" including all the supporting**



**documents requested in the Bid document.** Once the bids are uploaded 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.

**Bid Submitted without 'Bid Security & Tender fee'** shall not be accepted and online tenders/bids of such bidders shall liable to be rejected summarily.

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

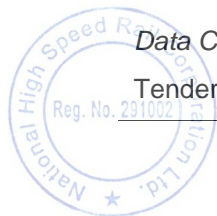
11.3 Bids shall contain no interlineations or overwriting, (except as necessary to correct errors) made by Bidders themselves. The person(s) who signed the Bid document must initial any such corrections, interlineations or overwriting. **Link for uploading of tenders/bids shall be closed at the date & time of submission prescribed in NIT after which no tender shall be accepted.**

11.4 Bids should be scanned & uploaded in two separate **password protected PDF documents in one ZIP folder**. Both documents should be clearly named as:

- i) **"TECHNICAL BID for DC"** (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 for DC"** (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.	<b>NOT USED</b>	Form 6
7.	<b>NOT USED</b>	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.	<b>NOT USED</b>	Form 12
13.	<b>NOT USED</b>	Form 13
14.	<b>NOT USED</b>	Form 14
15.	<b>NOT USED</b>	Form 15

Note: All Bid Forms to be signed and stamped on all pages by Authorized Signatory and submitted as per procedure described in **Annexure 1 of NIT**.

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.

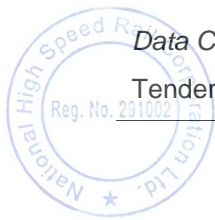
12.2 Submission of a Bid by a bidder implies that he has read all the Bidding documents including amendments if any, visited the site and has made himself aware of the scope and specifications of the work to be done, local conditions and other factors having any bearing on the execution of the work.

## 13.0 SEALING AND MARKING OF BIDS

13.1 The completely filled up bid (as per given instruction in Bid document) will be uploaded on link provided by NHRCL to the bidders through email with a user ID and password for uploading of bid documents as described below:

- a) Both, Technical as well as Financial Bid will be uploaded as two separate password protected PDF documents. The documents will be password protected individually. Both these documents will be zipped together in one folder. The passwords will not be shared by the bidders at the time of uploading of bid documents
- b) All documents which are to be submitted as scanned documents shall be typed or written in indelible ink (in the case of copies, legible photocopies are also acceptable) and all the pages shall be signed by a person or persons duly authorized to sign on behalf of the Bidder before scanning and uploading (in





.pdf format), in accordance to **Annexure 1 of NIT**. All pages of the Tender, where entries or amendments have been made, shall be initialed and dated by the person or persons signing the Tender.

- c) The Financial Bid must contain the Letter of Financial Bid along with quoted Bill of quantities with rates & amounts duly filled, signed and stamped.
- d) 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.
- e) The requisite EMD must be submitted along with the Bid. Otherwise, the bid shall be summarily rejected.
- f) 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, Bidder must give their complete postal address of correspondence correctly with PIN code. NHSRCL shall not be responsible for any failure of dispatch of letter by the Postal Department, if required.

#### 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)

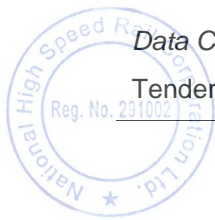
##### 15.1 Earnest Money Deposit

The bidder must furnish the Earnest Money Deposit (EMD) as indicated in 'BDS' for the work as specified failing which the bid shall be summarily rejected and shall not be evaluated further. The instrument type for payment of EMD is to be done only by RTGS, NEFT and IMPS and no other mode of payment will be accepted. **The EMD (as applicable) has to be deposited at least a day before the bids are to be opened, by 14:00 hours (Indian Standard Time - GMT+5:30).** The acknowledgement/receipt of such payment of EMD shall be emailed to the 'Bid Administrator' of the bidding process on the day of submission of tender EMD in NHSRCL's account. Bidders will also be required to upload the scanned copies of payment transaction of Bid security / EMD at the time of online bid submission. The detail of Bank account of NHSRCL to facilitate the payment is mentioned below:

- a) **Bank Account Name:** National High-Speed Rail Corporation Limited
- b) **Name & address of the Bank:** HDFC Bank Ltd, 209-214, Kailash Building, 26, Kasturba Gandhi Marg, New Delhi, 110001
- c) **Account No:** 57500000079852
- d) **Indian Financial System Code (IFSC):** HDFC0000003
- e) **MICR Code:** 110240001

Note: Bidders to note that the payment of bid security shall be made from the account of bidder only.

- i) If bid security has been made in other than the account mentioned above, same shall not be accepted and all such bids shall be considered ineligible and summarily rejected.



- ii) 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).

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.

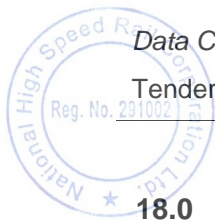
**16.0 CARE IN SUBMISSION**

- 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 For opening of the technical bids on a notified date, a virtual on-line meeting (zoom/webex or other similar meeting platform) will be held inviting the bidders who have submitted the bids. The invitations for online meeting will be sent by email along with the information of the software/platform to be used for meeting. In this regard, bidders are requested to read the procedure described in **Annexure 1 of NIT**. The entire online meeting of opening of bid shall be recorded and kept for records and confirmation.



**18.0**

**EVALUATION OF BIDS**

**18.1**

Bids will be evaluated as under:

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

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**

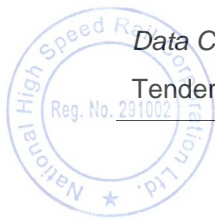
In this step/stage Bids will be evaluated for Qualifying Criteria. The Qualifying Criteria is provided in **Annexure- I of ITB**.

All Bids which meets the Qualifying Criteria will proceed to the next stage i.e. Financial Bid Evaluation. For opening of the financial bids on a notified date, a virtual on-line meeting (zoom/webex or other similar meeting platform) will be held inviting the eligible bidders. The invitations for online meeting will be sent by email along with the information of the software/platform to be used for meeting. In this regard, bidders are requested to read the procedure described in **Annexure 1 of NIT**. The entire online meeting of opening of bid shall be recorded and kept for records and confirmation.

**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 a view to bring down the rates, the bidder called for negotiation should furnish the following form of declaration before the commencement of negotiation.

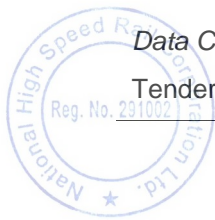
**“I \_\_\_\_\_ do declare that in the event of failure of contemplated negotiations relating to Tender No. \_\_\_\_\_ dated \_\_\_\_\_ my original bid shall remain open for acceptance on its original terms and conditions.”**

## 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 bid or to annul and reject all bids 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 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.

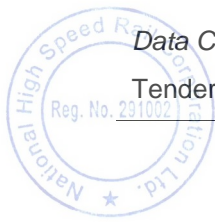
24.2 Letter of Acceptance after it is signed by the Contractor in token of his acceptance shall constitute a legal and binding Contract between Employer and the Contractor till such time the Contract agreement is signed. The Parties shall sign a Contract Agreement as per the conditions of Contract after 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 entering 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 Experience in similar works

- a) The Bidder must have executed the following works in the preceding seven (5) years prior to Closing date of submission of Bids:

1 no. of 'Similar Works' of minimum length of 300 km

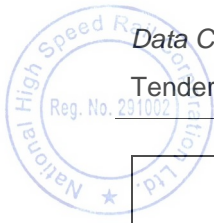
Or

2 nos. of 'Similar Works' of minimum length of 200 km each

**'Similar Works' means "Topographic Survey work for Linear Railway/Highway projects".**

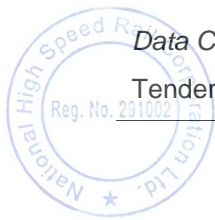
##### 1.3 Financial Strength:

- a) **Net worth:** The net worth of the Bidder shall be positive.
- b) **Average Annual Turnover:** The bidder should have Average Annual Turnover in the last three financial years i.e. 2017-2018, 2018-2019 and 2019-2020 of minimum INR 0.81 Crores.



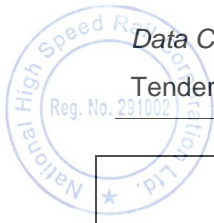
**SECTION-III**  
**BID DATA SHEET (BDS)**



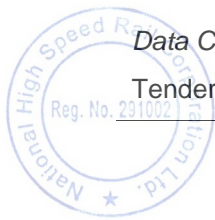


**BID DATA SHEET**

Tender No.	Notice	NHSRCL/CO/CONTRACT/DATA COLLECTION/2020/10
ITB 1.1	Name of Work:	Data Collection and Associated Survey Work for DPR of Delhi-Varanasi HSR Corridor
ITB 10.1	Validity of Bids shall be	Ninety (90) days from the date of Bid submission deadline
ITB 13.1	Bids duly filled to be	<b>submitted as per the procedure described in Annexure 1 of NIT.</b>
ITB 15.1	Earnest Money Deposit (EMD) shall be	INR 1,00,000/-



**SECTION- VI**  
**BIDDING FORMS**  
**(TECHNICAL BID)**



**LETTER OF TECHNICAL BID**

[On Bidder's Company Letterhead]

To  
**General Manager (Contract)**  
**National High Speed Rail Corporation Ltd.**  
**2<sup>nd</sup> 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: **Data Collection and Associated Survey Work for DPR of Delhi-Varanasi HSR Corridor. (Tender No. NHSRCL/CO/CONTRACT/DATA COLLECTION/2020/10)**
- (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 Sub-Contractor, 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]*

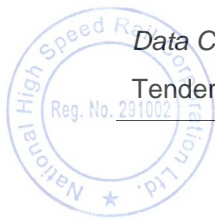
Title of the person signing the Bid *[insert complete title of the person signing the Bid]*

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.

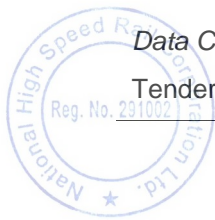


**CHECKLIST OF TECHNICAL BID SUBMISSION**

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" style="width: 100%; border-collapse: collapse;"> <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's Information</td> <td>Form 2</td> </tr> <tr> <td>3.</td> <td>Bidder's Similar Works Experience Details</td> <td>Form 3</td> </tr> <tr> <td>4.</td> <td>Bidder's Specific Project Experience Details</td> <td>Form 4</td> </tr> <tr> <td>5.</td> <td>Bidder's Financial Details</td> <td>Form 5</td> </tr> <tr> <td>6.</td> <td><b>NOT USED</b></td> <td><b>Form 6</b></td> </tr> <tr> <td>7.</td> <td><b>NOT USED</b></td> <td><b>Form 7</b></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 alongwith the Bid</td> <td>Form 11</td> </tr> <tr> <td>12.</td> <td><b>NOT USED</b></td> <td>Form 12</td> </tr> <tr> <td>13.</td> <td><b>NOT USED</b></td> <td>Form 13</td> </tr> <tr> <td>14.</td> <td><b>NOT USED</b></td> <td>Form 14</td> </tr> <tr> <td>15.</td> <td><b>NOT USED</b></td> <td>Form 15</td> </tr> </tbody> </table>	Sl.	PARTICULARS	REMARKS	1.	Checklist for Bid Submission Documents	Form 1	2.	Bidder's Information	Form 2	3.	Bidder's Similar Works Experience Details	Form 3	4.	Bidder's Specific Project Experience Details	Form 4	5.	Bidder's Financial Details	Form 5	6.	<b>NOT USED</b>	<b>Form 6</b>	7.	<b>NOT USED</b>	<b>Form 7</b>	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 the Bid	Form 11	12.	<b>NOT USED</b>	Form 12	13.	<b>NOT USED</b>	Form 13	14.	<b>NOT USED</b>	Form 14	15.	<b>NOT USED</b>	Form 15	<table border="1" style="width: 100%; border-collapse: collapse;"> <tbody> <tr><td></td></tr> <tr><td></td></tr> <tr><td></td></tr> <tr><td></td></tr> <tr><td></td></tr> <tr><td style="text-align: center;"><b>NA</b></td></tr> <tr><td style="text-align: center;"><b>NA</b></td></tr> <tr><td></td></tr> <tr><td></td></tr> <tr><td></td></tr> <tr><td></td></tr> <tr><td style="text-align: center;"><b>NA</b></td></tr> <tr><td style="text-align: center;"><b>NA</b></td></tr> <tr><td style="text-align: center;"><b>NA</b></td></tr> <tr><td style="text-align: center;"><b>NA</b></td></tr> </tbody> </table>						<b>NA</b>	<b>NA</b>					<b>NA</b>	<b>NA</b>	<b>NA</b>	<b>NA</b>
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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 INR 1,00,000/-																																																																
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.																																																																
8	Details of Cost of bidding Documents submitted, if any																																																																

**Seal & Signature of the Bidder**



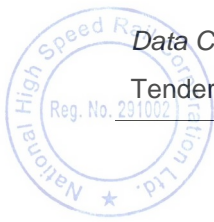
**FORM-2**

**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.

<b>Bidder's Information</b>	
<b>Bidder's legal name</b>	
<b>Bidder's country of constitution</b>	
<b>Bidder's year of constitution</b>	
<b>Status of the bidder</b> (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"/>
<b>Bidder's legal address in country of constitution and in India</b>	
<b>Bidder's authorized representative</b> (name, address, telephone numbers, fax numbers, e-mail address)	
<b>Bidder's bank account details for the refund of Bid Security (if submitted in the form of DD/BC) by RTGS/NEFT</b>	
<b>Bidder's GST No.</b> (attach GST registration Certificate)	

**Seal & Signature of the Bidder**



**FORM- 3**

**Bidder Similar Works Experience Details**

***Relevant Works Carried out which Best Illustrate Qualifications***

Date: -----

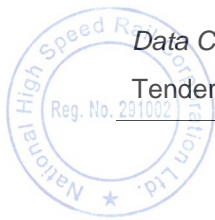
Bidder's Legal Name: -----

Sl.	Name of work / Contract	Name of the project	Project Linear Length (KM)	Employer
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 & Signature of the Bidder**



**Bidder Specific Project Experience Details**

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

Date: -----

Bidder's Legal Name: -----

<b>Contract of Similar Nature</b>	
<b>SIMILAR CONTRACT NO.</b>	<b>INFORMATION</b>
Name of Work & Contract Agreement No.	
Name of Project	
Award Date and start date	
Project Completion Date	
Name of Employer/Client	
Total Contract Amount	
Total Amount received from Client	
Client's Name:	
Client's Address: Telephone/fax number E-mail:	

**Note:**

1. The Bidder is not required to submit any document as documentary evidence along with the Bid other than document mentioned in relevant form. All information furnished in this Form shall be certified by the Chartered Accountant /Company Auditor/ Statutory Auditor.

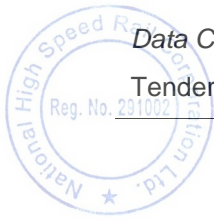
**Bidder's Representative:**

Signature :

Name :

Position :





Date : .....

Company : .....

Company Seal

Chartered Accountant /Company Auditor/ Statutory Auditor

\_\_\_\_\_  
(Signature of CA/Auditor)

Name of CA/Auditor: \_\_\_\_\_

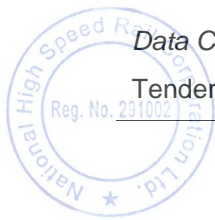
Registration No: \_\_\_\_\_

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 2017-2018	FY 2018-2019	FY 2019-2020
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 & 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 .....

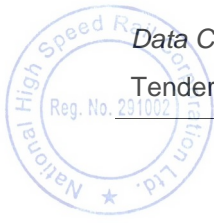
Contact No .....

Email ID.....

(Seal)

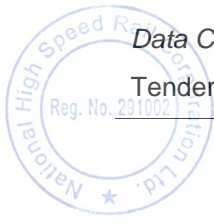
**Note: The bidder shall note following:**

- 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 as documentary evidence along with the Bid. All information furnished in this Form shall be certified by the Chartered Accountant /Company Auditor/ Statutory Auditor.



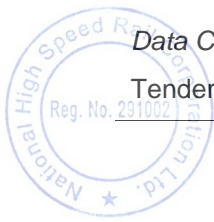
**FORM- 6**

**NOT USED**



**FORM- 7**

**NOT USED**



**DECLARATION**

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

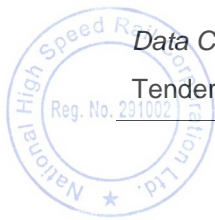
OR

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 Seal

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



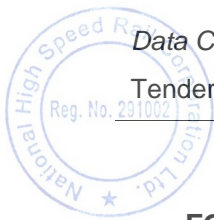
**FORMAT FOR PAYMENT THROUGH “NEFT/RTGS” SYSTEM**

Sr. No.	Name of Party	Detail given by Contractor/ Vendor
1	Tender No.	NHRCL/CO/CONTRACT/DATA COLLECTION/2020/10
2	Date	
3	Name of Bank	
4	Address	
5	Name of Bank Branch	
6	Address	
7	Place	
8	Account Number	
9	MICR Code	
10	IFS Code	
11	Mobile No (for SMS)	
12	E-Mail ID	
13	Permanent Account Number	

**Note:-**

-Please attach Photo copy of PAN.

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



**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 NHSRCL, 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 attorney 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

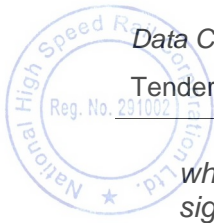
Witness 1:  
Name:  
Address:  
Occupation:

Witness 2:  
Name:  
Address:  
Occupation:

**\*Notes:**

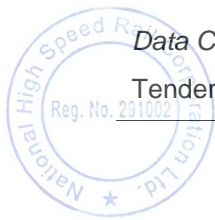
*This Power of Attorney shall be executed in English/Hindi according to the applicable laws in the Bidder's country, taking into account the notes stated below:*

- 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.

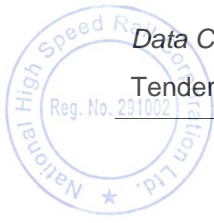
SEAL AND SIGNATURE OF THE BIDDER

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.

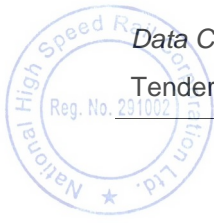
SEAL AND SIGNATURE OF THE BIDDER

- *Attestation before Magistrate/Public Notary*

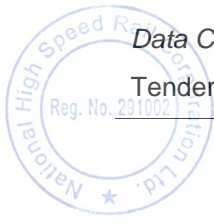


**FORM- 12**

**NOT USED**

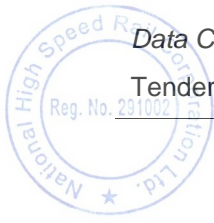


**NOT USED**



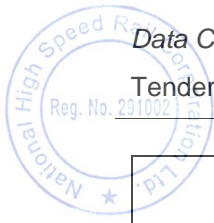
**FORM- 14**

**NOT USED**

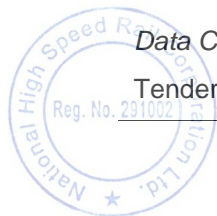


**FORM- 15**

**NOT USED**



**SECTION V**  
**TERMS OF REFERENCE (TOR)**



## TERMS OF REFERENCE

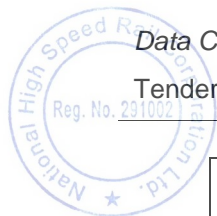
### 1) GENERAL

- 1.1 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 State Governments.
- 1.2 The Company would be ushering India into the category of few countries of the world (about 15) using High Speed Railway System.
- 1.3 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/ enhanced safety, imported fuel substitution, and reduction in pollutants. 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.
- 1.4 NHSRCL is in the process of preparation of Detailed Project Report for new High speed rail corridors and present assignment is for Data Collection and Associated Survey Work for Delhi-Noida-Agra-Kanpur-Lucknow-Varanasi High Speed Rail corridor (approx. 865 kms).
- 1.5 Alignment of the proposed corridor is generally planned within and/or along the ROW of existing/planned Highway/Expressway and Railways land, keeping in view the speed and constructability requirements of the High-Speed Rail Project. Expected RoW of the main line (excluding facilities) will be approx. 17.5 m ± 5 m depending on projects requirement.

### 2) SCOPE OF WORKS

The Contractor is required to prepare a report containing details of data collected from various departments / site. This will involve the following steps:

S. No.	Activity
i)	Identification of Crossings (existing & proposed) on the proposed HSR alignment/ROW including but not limited to Roads, Railways, Rivers, Canals etc.
ii)	Identification of Heritage structures infringing on the proposed HSR alignment/ROW such as Historical monuments, tombs, ASI sites and Religious structures such as Temple, Gurudwaras, Mosque, Church etc. and any other important structures.
iii)	Preparation of Auto CAD drawings of the ROW with details as per S.no. 1-2 above plotted on the drawings. The Auto CAD drawings shall have different layers for different entities like Roads, Railways, Spot/Ground levels, Drain, Building, Boundary Wall, Over Ground Utility as instructed by Employer. X, Y, Z co-ordinates of all spot/ground points shall be provided in CSV file with point numbers and feature coding. Z co-ordinates are to be taken with due care and indicated accordingly.
iv)	Collection of Hydrological Data for all rivers, streams etc. crossing the proposed HSR alignment/ROW. The data shall include but not limited to H.F.L.,



	Rainfall data, discharge etc. The data shall also be collected in respect of nearby existing bridges including bridge length, span arrangement etc. In case of any dams nearby, the relevant data of the dam shall also be collected.
v)	Collection of Geotechnical Data from the concerned authorities for the work executed for existing/proposed/under-construction bridges, viaduct etc. in vicinity of the proposed HSR alignment. The data shall include but not limited to Borelogs, lab test results, in-situ test reports, interpretative reports etc.
vi)	Collection of Topo-sheets, Geological Maps, GADs of existing/proposed/under-construction bridges from the concerned departments.
vii)	Collection of future plans for roads (2-lane and above), Indian Railways, DFCCIL, Inland Waterways etc.
viii)	Collection of Data required for preparation of Cost Estimate of the HSR project including source of construction material etc.
ix)	Any other details which the Contractor may feel important and or as instructed by Employer.

### 3) Deliverable and Brief Description of the Work

Sl.	Deliverables	Brief Description of the works to be covered
i)	Inception Report (IR)	Approach & methodology including formulation of work plan, time schedule, and other details required for effective project delivery.
ii)	Draft Report	Submission of Draft Report as per Scope of Work mentioned in para 3) above.
iii)	Final Report	Submission of Final Report after incorporating comments (if any) offered by the Employer on the Draft report.

### 4) Time Schedule and Deliverables:

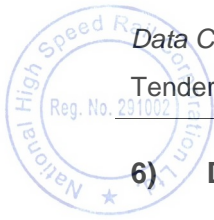
The Contractor shall adhere to the following deliverable schedule:

S.No.	Description of Deliverables	No. of Copies		Time Schedule (time from LOA)
		Hard	Soft	
i)	Inception Report (IR)	3	2	3 Weeks
ii)	Submission of Draft Report	3	2	3 months
iii)	Submission of Final Report	3	2	4 months

### 5) Contractor Team Deployment:

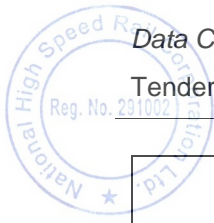
The Contractor shall deploy sufficiently qualified and experienced manpower for carrying out the Works as per the time schedule. The Employer reserves the right to instruct the Contractor to deploy suitably qualified and experienced personnel required for achieving the target under these Terms of Reference (TOR).





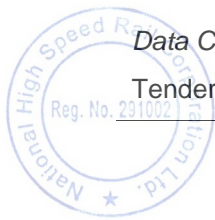
**6) Details/ Information to be provided by the Employer:**

KMZ / Auto cad/ 3D Civil or similar electronic format of Project Alignment and ROW shall be provided by the Employer (NHSRCL) to identify the Crossing Locations.



## **SECTION-VI**

### **GENERAL CONDITIONS OF CONTRACT(GCC)**



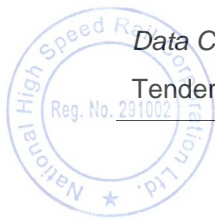
## GENERAL CONDITIONS OF CONTRACT

### 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.

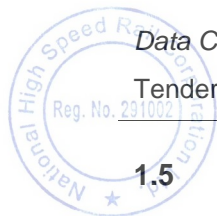
The marginal words and other headings shall not be taken into consideration in interpretation of these conditions.

## 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

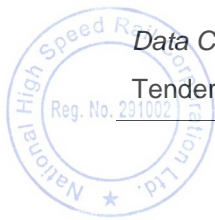
### **1.9 Joint and Several Responsibilities**

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 to 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 consultant'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.

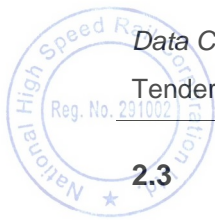
### **2.0 Commencement, Completion and Modification of Contract**

#### **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**

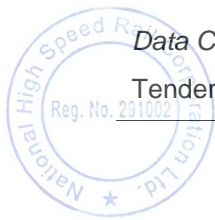
### **2.6.1 Modifications/ Variations**

- 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) The Employer may introduce additional items in the contract to cater to variation resulting from any change/increase/decrease in scope of work.

### **2.6.2 Extension**

- a) If the Contractor has 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.
- d) 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.

## 2.7 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

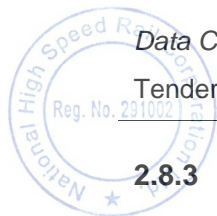
### 2.8.1 Definitions

- 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”, as specified in sub-clause 2.8.1.

## 3.0 Suspension and Remedial Action

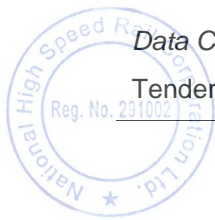
The Employer may, by written notice of suspension to the Contractor, suspend all or part of Works and payments to Contractor hereunder if the Contractor fail to perform any of the obligations under the Contract, including carrying out of the Works, provided that such notice of suspension shall a) specify 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 fails 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;
- 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, which may include any or all of the reasons above.

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**

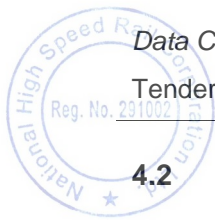
The Contractor may, by not less than thirty (30) days' written notice to the Employer, such notice to be given after the occurrence of any of the events specified in paragraphs (a) through (d) of this Clause 4.0B hereunder, terminate this Contract:

- 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 from 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**

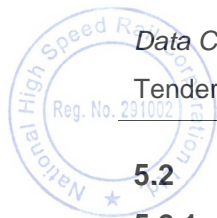
The Contractor shall perform the Works and carry out their obligations hereunder with all due diligence, efficiency, skill and economy, in accordance with generally accepted professional techniques and practices and shall observe sound management practices, and employ appropriate advances in technology 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 Contractors/Consultants 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**

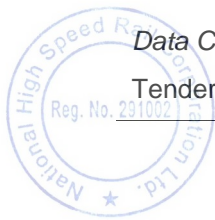
The Contractor has an obligation and shall ensure that its Experts and Sub-Contractor (if any) shall have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of their Employer, or that may reasonably be perceived as having this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

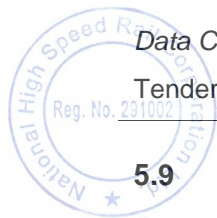
### **5.7.2** The Contractor

- 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**

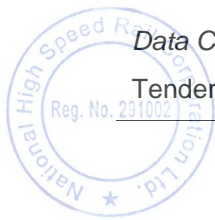
Equipment and materials made either available to the Contractor by the Employer, or purchased by the Contractor with funds provided by the Employer, shall be the property of the Employer and shall be marked accordingly. Upon termination or expiration of this Contract, the Contractor shall make available 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 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 Amount 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 35<sup>th</sup> 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 and Issuance of Performance 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 35 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/Bid Security 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.

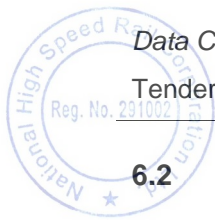
The Security Deposit/rate of recovery/mode of recovery shall be as under:

- 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.

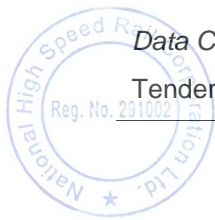
**7.0 Employer's Obligations**

**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**.

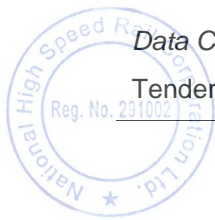
## 8.2 Retention Money

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 the Bidding Forms.
- 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 reimbursed separately as applicable upon submission of proof of payment of GST.

#### **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.

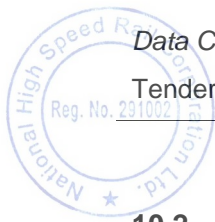
#### **9.2 Operation of the Contract**

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.

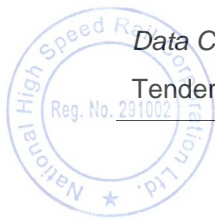
Matters to be arbitrated upon shall be referred to a sole Arbitrator if the total value of the claim is up to Rs 5 million and to a panel of three Arbitrators if total value of claims is more than Rs 5 million. The Employer shall provide a panel of three Arbitrators which may also include its officers 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.

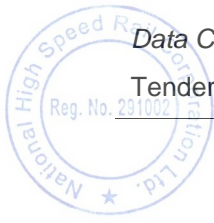
### **10.2.7 Fee to Arbitrators**

The cost of arbitration shall be borne equally 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**

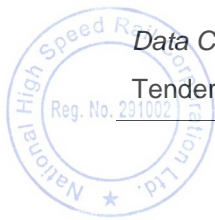
11.1 Non-Disclosure Agreement format is attached herewith under Contract Forms and is required to be strictly followed.

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**

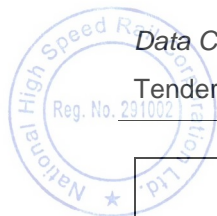
### **SPECIAL CONDITIONS OF CONTRACT(SCC)**



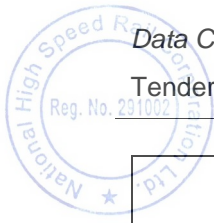
**SECTION- VII**

**SPECIAL CONDITIONS OF CONTRACT**

<b>GCC Clause</b>	<b>Amendments of, and Supplements to, Clauses in the General Conditions of Contract</b>
<b>1.1 p.</b>	<b>“Project”</b> means “DELHI-VARANASI HIGH SPEED RAIL CORRIDOR”
<b>1.12</b>	<b>Authorized representatives:</b> <b>For Employer:</b> <b>For Contractor:</b> -----
<b>2.1</b>	This Contract shall come into effect <b>from date of award of work as per LOA.</b>
<b>2.2</b>	The Period shall be 90 days
<b>2.3 a.</b>	The Contractor shall commence the Works <b>from date of issue of LOA or as directed by the Employer.</b>
<b>2.3 b.</b>	The Time Period shall be 4 months. However, the Employer reserves the right to extend the Contract on same rate, terms & conditions. Price Variation/ Escalation not applicable in this Contract.
<b>2.4</b>	This Contract shall stand expired on <b>date of completion as per Contract</b> unless extended by Employer.
<b>2.6</b>	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.
<b>2.7</b>	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
<b>5.4</b>	<b>Documents to be property of Employer and Intellectual Property Rights</b>  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.
<b>5.5</b>	<b>Limitation of Contractor’s Liability towards the Employer</b>  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

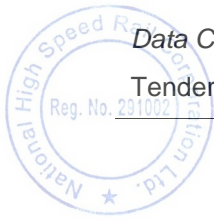


	<p>(ii) For any direct loss or damage that exceeds (A) the total payment under this Contract or (B) the proceeds the Contractor may be entitled to receive from any insurance maintained by the Contractor to cover such a liability, whichever is higher.</p> <p>b) This limitation of liability shall not affect 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>												
<p><b>5.7</b></p>	<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 period 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>												
<p><b>5.12</b></p>	<p>This clause stands deleted.</p>												
<p><b>8.0</b></p>	<p>Payment under this clause to be made as the following stages: -</p> <table border="1" data-bbox="429 1214 1358 1518"> <thead> <tr> <th>SI.</th> <th>Description of Deliverables/ milestone for payment</th> <th>Payment as % of Accepted Contract Value</th> </tr> </thead> <tbody> <tr> <td>1.</td> <td>Inception Report (IR)</td> <td>5%</td> </tr> <tr> <td>2</td> <td>Submission of Draft Report</td> <td>55%</td> </tr> <tr> <td>3</td> <td>Submission of Final Report</td> <td>40%</td> </tr> </tbody> </table> <p>Submissions are subject to approval by the Employer. The payment shall be made upon approval of the submissions.</p>	SI.	Description of Deliverables/ milestone for payment	Payment as % of Accepted Contract Value	1.	Inception Report (IR)	5%	2	Submission of Draft Report	55%	3	Submission of Final Report	40%
SI.	Description of Deliverables/ milestone for payment	Payment as % of Accepted Contract Value											
1.	Inception Report (IR)	5%											
2	Submission of Draft Report	55%											
3	Submission of Final Report	40%											
<p><b>8.1</b></p>	<p>Payment shall be made in Indian Rupees (INR)</p>												



**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.

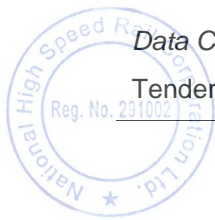
You are requested to furnish the Performance Guarantee within 21 days from the date of receipt  
of this letter in accordance with the Conditions of Contract, using for that purpose one of the  
Performance Guarantee Forms included in Section- VIII- Contract Forms.

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

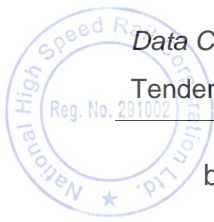
Whereas the Employer in acceptance of aforesaid proposal of Contractor awarded the works of the Contract Works to the Contractor vide **LOA No.**\_\_\_\_\_.

**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 Letter of Acceptance;
  - b) the Record of Meeting on Contract Negotiation (if any);
  - c) the Addenda and Corrigenda;
  - d) Letter of Financial Bid & Bill of Quantities
  - e) the Letter of Technical Bid,
  - f) the Special Conditions of Contract- (if any);
  - g) the General Conditions of Contract;
  - h) the Terms of Reference
  - i) the Contractor’s Technical Proposal.
  - j) 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:

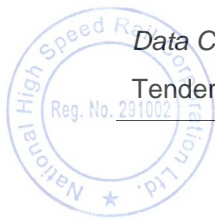
1.

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.

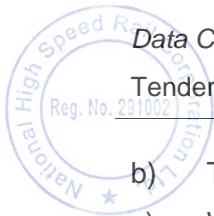
This guarantee shall expire, no later than the ----- [insert the day] ---- day of [insert month], [insert year]<sup>2</sup>, and any demand for payment under it must be received by us at this office indicated above on or before that date.

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 -----

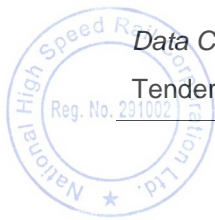
Place -----

[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 2<sup>nd</sup> 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:

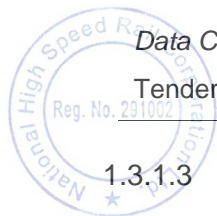
- i) The Parties are, or will be, evaluating, discussing and negotiating a potential Contractual relationship \_\_\_\_\_ concerning \_\_\_\_\_ the \_\_\_\_\_ (the '**Project**').
- ii) The Parties may, in these evaluations, discussions and negotiations, disclose to each other information that is technically 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:

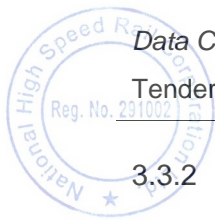
- 1.1 '**Disclosing Party**' means the Party disclosing Confidential Information to the other Party under this Agreement.
- 1.2 '**Receiving Party**' means the Party receiving Confidential Information from the other Party under this Agreement.
- 1.3 '**Confidential Information**' means any information, 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.

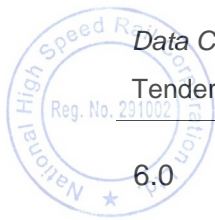
### **5.0 Copying and Return of Furnished Instruments:**

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:**

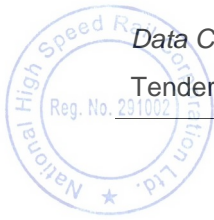
This Agreement shall be governed by and construed in accordance with the laws of India and in any dispute arising out of or relating to this agreement, the Parties submit to the exclusive jurisdiction of the Courts situated at Delhi, India.

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:

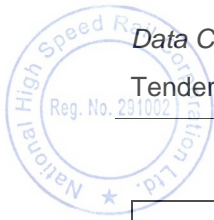
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Witness:

1.

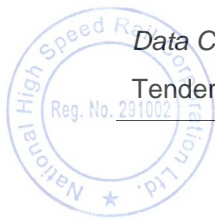
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**SECTION-IX**

**FINANCIAL PROPOSAL**

**(To be submitted clearly marked in bold “FINANCIAL BID for DC”)**



**LETTER OF FINANCIAL BID**  
**[On Bidder's Company letterhead]**

To  
**General Manager (Contract)**  
**National High Speed Rail Corporation Ltd.**  
**2<sup>nd</sup> 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:  
**Data Collection and Associated Survey Work for DPR of Delhi-Varanasi HSR Corridor (Tender No. NHRCL/CO/CONTRACT/DATA COLLECTION/2020/10)**
- (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]*

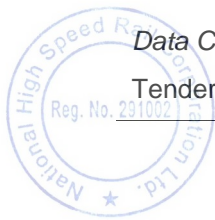
Title of the person signing the Bid *[insert complete title of the person signing the Bid]*

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.

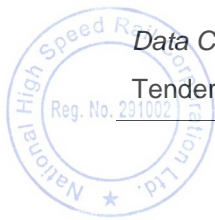
\*\*Person signing the Bid shall have the power of attorney given by the Bidder and the same shall be attached with the Bid.



## **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: DATA COLLECTION AND ASSOCIATED SURVEY WORK FOR DPR OF DELHI-VARANASI HSR CORRIDOR**

SN	Description	Unit	Quantity	Amount in figures (INR)
1.	Data Collection and Associated Survey Work for DPR of Delhi-Varanasi HSR Corridor to be executed in accordance with requirements mentioned under Section-V (Terms of Reference)	Lump-Sum	01	
2	<b>TOTAL Amount in INR excluding GST (in words)</b>			

**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. NHSRCL 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