

Tender for Providing Security Manpower
(Unarmed) for Training Institute at Vadodara

Single Stage Two Packet Bid
National High Speed Rail Corporation Limited



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

**Tender for Providing Security Manpower (Unarmed) for Training Institute at
Vadodara**

Tender No.: NHSRCL/BRC/2020/27

TENDER DOCUMENT

(Single Stage Two Packet Bid)

May-2020

National High Speed Rail Corporation Limited
3rd Floor, Productivity House, Productivity Road,
Alkapuri, Vadodara – 390007.

02/06/2020

Dy. Chief Project Manager

उप परियोजना प्रबंधक

National High Speed Rail Corporation Ltd.

राष्ट्रीय उच्च गति रेल कॉर्पोरेशन लिमिटेड

वडोदरा / Vadodara

INDEX

| | | |
|----------|--|--------------------------|
| A | <u>SINGLE STAGE TWO PACKET BID</u> | |
| 1 | SECTION-I / NOTICE INVITING TENDER | Page 3 - Page 6 |
| 2 | SECTION-II / FORM OF BID | Page 7 - Page 9 |
| 3 | SECTION-III / INSTRUCTIONS TO BIDDERS | Page 10 - Page 24 |
| 4 | SECTION-IV / APPENDIX TO TENDER | Page 25 - Page 26 |
| 5 | SECTION-V/ TERMS OF REFERENCE (TOR) | Page 27 - Page 32 |
| 6 | SECTION-VI/ ANNEXURES/PERFORMAS | Page 33 - Page 41 |
| 7 | SECTION-VII/ GENERAL CONDITIONS OF CONTRACT (GCC) | Page 42 - Page 57 |
| 8 | SECTION-VIII/ BILL OF QUANTITY | Page 58 – Page 60 |

SECTION-I
NOTICE INVITING TENDER

NATIONAL HIGH SPEED RAIL CORPORATION LIMITED
NOTICE INVITING TENDER (NIT)

Tender No.: NHSRCL/BRC/2020/27

Date: 02/06/2020

1.

| Sl. No. | Name of Work | Earnest Money Deposit | Contract Period | Cost of Bidding Document |
|---------|--|--|-----------------|-------------------------------------|
| 1 | TENDER FOR PROVIDING SECURITY MANPOWER (UNARMED) FOR TRAINING INSTITUTE AT VADODARA | INR 45,171/- (Rupees Forty-Five thousand One-Hundred and Seventy-one only) (Deposit in Account through IMPS/ NEFT/ RTGS) | 12 months | INR 5,900/- (including GST @18%) |

- Bidding documents: To participate in the Tender, Tender documents can be downloaded from NHSRCL website <https://www.nhsrcl.in> & <https://eprocure.gov.in/epublish/app> from 04.06.2020 to 25.06.2020.
- The Tender fees/ Tender documents cost of **Rs. 5,900/-** (non-refundable & non-transferable) 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 Account in which the tender documents cost is to be deposited mentioned at para 6.
- Earnest Money Deposit (EMD) of **INR 45,171/-** (Rupees Forty-Five thousand One-Hundred and Seventy-One only) 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 Account in which the tender documents cost is to be deposited mentioned at para 6.
- Details of bank account for depositing the Tender fee/ tender documents cost and EMD

Bank Account Name: National High-Speed Rail Corporation Limited

Name of the Bank: HDFC Bank Ltd.

4


Dy. Chief Project Manager
उप परियोजन प्रबंधक
National High Speed Rail Corporation Ltd.
राष्ट्रीय उच्च गति रेल निगम लिमिटेड
वडोदरा (Vadodra)

Account No: 57500000079852
Indian Financial System Code (IFSC): HDFC0000003
MICR Code 110240001

6. The pre-bid meeting shall be conducted Online through Video Conferencing on **15.06.2020 @ 11:00 AM**. Login credentials shall be provided to interested eligible Bidders through email, who seeks for the same. Participation in this pre-Bid meeting is not mandatory.
7. Only Micro and Small Enterprises under MSMe registered firms shall be exempted from payment of Earnest Money deposit (Bid Security) and Cost of Tender Document vide Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012. Medium Enterprises under MSME who intend to participate in this Tender need to pay cost of Tender document and deposit Earnest Money (Bid Security) as per Terms and Condition of the Tender.
8. **Date of Receipt and opening of Bids:** The completely filled up bid document shall be uploaded on NHSRCL's website by the bidders latest by 25.06.2020 @ 1500 hrs at and time mentioned at para 1 above and will be opened on the same day at 3:30 PM (15:30 hrs). The bidders shall seek an uploading link from NHSRCL through email and the bidders will be provided with a link through email with a user ID and password for upload of bid documents. No tender will be accepted under any circumstances beyond the stipulated date and time which may be noted. NHSRCL will not be responsible for any delay/ loss/ mis-delivery/ corrupted file of tender documents.
9. **Address for Communication:** Interested eligible Bidders may obtain further information from the following address:
National High-Speed Rail Corporation Limited,
3rd Floor, Productivity House, Productivity Road,
Alkapuri, Vadodara – 390007
Email ID – mgrcontract1.brc@nhsrcl.in
Mobile no.: +91-7838437982
10. National High Speed Rail Corporation Limited reserves the right to cancel the tender before submission/ opening of tender, postpone the tender submission / opening date and to accept/ reject any or all tenders without assigning any reasons thereof.
11. Eligibility Criteria:

- a. The bidder(s) must have executed the Security Services in the past. (attach supporting documents).
- b. The Bidder(s) should not have been blacklisted by any Central/ State Ministry/ Department/ PSUs or Banks etc. The bidding firm has to give a self-certificate to the effect that it has not been blacklisted by any Central Ministry/ Department/ PSUs or Banks, etc. The certificate has to be submitted along with the tender documents.
- c. The bidder(s) must have PAN, GST registration under applicable laws and should submit copies of the same.

Sd/-

Chief Project Manager (Vadodara)
National High Speed Rail Corporation Ltd.
3rd Floor, Productivity House, Productivity Road,
Alkapuri, Vadodara – 390007

SECTION-II
FORM OF BID

Letter of Bid

[On Bidder's Company letterhead]

To

NATIONAL HIGH SPEED RAIL CORPORATION LIMITED
Acting through
Chief Project Manager (Vadodara)
National High Speed Rail Corporation Ltd.
3rd Floor, Productivity House, Productivity Road,
Alkapuri, Vadodara – 390007

Dear Sir,

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

We do hereby undertake that our firm or its partners or its directors have not been black listed in NHSRCL or any other Govt. organization.

We or any of our subsidiary firm shall not submit alternate Bid(s) solution. If such Bids are found by NHSRCL then the same and related Bids shall be summarily rejected.

We also state that no part of the scope of work shall be sublet or outsourced to any third party.

I/We also hereby agree to abide by the "General Conditions of Contract" and to carry out the work according to conditions and specifications laid down by NHSRCL in the present tender.

We also state that in case incorrect, fabricated or suppressed information is noticed after the award of the contract, NHSRCL reserves the right to terminate the contract and all deposits available with NHSRCL to be forfeited.

I/We have quoted our rates in the Bill of Quantities taking into account all the above factors and we offer to do the work "**Tender for Providing Security Manpower (Unarmed) for Training Institute at Vadodara**" Quoted in the attached Bill of Quantities and hereby bind ourselves to complete the work in all respects within time

8


Dy. Chief Project Manager
उप परियोजन प्रबंधक
National High Speed Rail Corporation Ltd.
राष्ट्रीय उच्च गति रेल निगम लिमिटेड

schedule depicted in tender documents from the date of issue of Letter of Acceptance of the tender.

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

Thanking you,

Yours faithfully,

Signature and Name _____ in capacity of
(Designation) _____ duly authorised to sign Bids for and on behalf of:

(Name of Company)
(In Block capital letters)

Dated this _____ day of _____ 2020


Dy. Chief Project Manager
उप परियोजन प्रबंधक
National High Speed Rail Corporation Ltd.
राष्ट्रीय उच्च गतिरेल निगम लिमिटेड
वडोदरा / Vadodara

SECTION-III
INSTRUCTIONS TO BIDDERS (ITB)

Instructions to Bidders (ITB)

A. INTRODUCTION

1 General

- 1.1 **Name of the Work:** As indicated in 'Appendix to Tender'.
- 1.2 The Bid should accompany the documents, as per Clause 11, duly signed by an authorized person holding the Power of Attorney.
- 1.3 The work is proposed to be executed under the following relationship:
- a) **Employer:** **National High Speed Rail Corporation Limited,
3rd Floor, Productivity House, Productivity Road,
Alkapuri, Vadodara – 390007**
- b) **Contractor:** The successful Bidder to whom the work is awarded shall be responsible for execution of the works.
- 1.4 Throughout these Bidding documents, the terms "Bid" and "tender" and their derivatives ("Bidder"/"tenderer"), "Bid/tendered", "Bidding"/ "tendering", etc.) are synonymous. Day means calendar day. Singular also means plural.
- 1.5 **Scope of Work:** The scope of work includes **Tender for Providing Security Manpower (Unarmed) for Training Institute at Vadodara** as specified in the 'Terms of Reference (TOR)'. The work is to be carried out as per bill of quantities and tender conditions.
- 1.6 **NIT Response:**

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

1. By the proprietor in case of a proprietary firm. (attach supporting documents)
2. By a duly authorized person holding the power of attorney in the case of a limited company or corporation (a certified copy of the power of attorney in original shall accompany the Tender).

- 1.7 Bidders may carefully note that they are liable to be disqualified at any time during the tendering process in case any of the information furnished by them is found to be inaccurate or untrue.
- 1.8 The Bidder shall submit only one Bid in the capacity of an Individual or Sole Proprietor or Company. Violation of this condition is liable to a Bidder's disqualification. No part of the scope within the Contract shall be outsourced or subcontracted.
- 1.9 It is the the Employer's policy that the Contractors under contracts observe the highest standard of ethics & professionalism during the selection and execution of such contracts. In pursuance of this policy, the 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 Rates / Prices/Costs

The rates shall be offered in the enclosed "Bill of Quantity" (BOQ). Bidders must quote rates in absolute numerical values (both in figures and words). Rate quoted in percentage term will be rejected.

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), Form of Bid, Instruction to Bidders (ITB), Appendix to Tender, Annexures / Proformas, Terms of Reference(TOR), Special Condition of Contract (SCC), General Condition of Contract (GCC), Bill of Quantities.

4.0 Cost of Bidding

4.1 The Bidder shall bear all costs associated with the preparation and submission of the Bid and the Employer will in no case be responsible or liable for these costs regardless of the conduct or the outcome of the Bidding process.

5.0 Understanding and Amendment of Tender Documents

5.1 The Bidder 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.

5.2 The Bidder must obtain for itself on its own responsibility and its own cost all the information including risks, contingencies & other circumstances in execution of the work. It shall also carefully read and understand all its obligations & liabilities given in tender documents.

5.3 The Bidder is advised to visit and examine the site where the work is to be executed and its surroundings or other areas as deemed fit by the Bidder and obtain for itself on its own responsibility all information that may be necessary for preparing the Bid and execution of the contract. The cost of visiting the site and collecting relevant data shall be at the Bidder's own expenses. It is a condition of the tender that the Bidder is deemed to have

visited the site and satisfied him-self with all the conditions prevailing including any difficulties for executing the work.

6.0

Clarifications and Amendments to Tender Document

6.1 Bidder's Queries

- 6.1.1 The Bidder should submit query in writing not later than ten (10) days prior to the deadline for submission of Bids. Replies to Bidder queries should be published in the Employer's Website and CPP portal, including an explanation of the query but without identifying the source of inquiry prior to the deadline for submission of Bids.

6.2 Addendum/ Corrigendum/ Reply to Bidder's Queries

- 6.2.1 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 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 and Corrigendum & Reply to Bidder's queries 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 & Reply to Bidder's Queries, 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.
- 8.2 Bidder shall quote price/rate for the BOQ item. While filling up the rates in the Bill of Quantities, Bidder shall ensure that there is no discrepancy in the rates and amounts. 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 Clause 11, duly signed and stamped by the authorized person.

9.0 DEVIATIONS

- 9.1 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 tender

- 10.1 The tender shall remain valid for the period indicated in "Appendix to Tender" after the date of the opening of the tender. If the 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

- 11.1.1 The Bidder shall submit a fully responsive Bid including all the supporting documents requested in the Bid document. Once the Bids are received and opened, Bidders shall not be required nor permitted to change the substance, quoted fee and so forth except at the time of negotiations carried out in accordance with the provisions of the Bid document. However, the Employer may ask in writing/ electronic mail from the Bidders any clarifications/ information based on the documents submitted with the Bid considered necessary for evaluation, but not having any affect on the quoted price and the substance of the Bid.

The completely filled up bid document shall be uploaded on NHRCL's website by the bidders latest by tender closing date and time mentioned in the "Appendix to Tender" or any new date established by the EMPLOYER

according to provisions of Sub-Clause 6.3.1. The tender duly filled must be received by Employer at address specified not later than the date and time as mentioned in the "Appendix to Tender".

- 11.1.2 The Bidders shall submit the Bids ensuring the following:
- i. The Bid document in full along with all issued Corrigendum/Addendum/Reply to Bidder's Queries (if any) by the Employer duly initialled 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 Tender document by the Bidder.
- 11.1.3 Bid 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.
- 11.1.4 **The procedure for submission/ Uploading of bids:**
- 11.1.4.1. The completely filled up bid document shall be uploaded on NHSRCL's website by the bidders latest by tender closing date and time mentioned in NIT. The bidders shall seek an uploading link from NHSRCL through email.
 - 11.1.4.2. A link along with user ID and password, to access the link, shall be provided to the prospective bidders, who so desire, using which the bid document shall be uploaded to the designated site/server.
 - 11.1.4.3. Both, technical (duly filled technical bid documents) as well as financial proposal (duly filled price 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.
 - 11.1.4.4. The link given for uploading the bid documents shall expire at a given time and date and will no longer be available for uploading of documents. This will ensure the bid document submission deadlines are honoured. In case a bidder uploads more than one bid document, the last one of the uploaded document will be considered for bid process.
 - 11.1.4.5. The bidders must ensure that their bid submissions to NHSRCL are free from virus/malware/ransomware or such similar unwanted software code.

- 11.1.5 The Bidder shall submit the Bid compiling all details and information along with all filled in Bid forms as under: -

| PARTICULARS | | REMARKS |
|-------------|--|--|
| i) | Checklist for Bid Submission Documents | ANNEXURE 1 |
| ii) | Form of Agreement | ANNEXURE 2 |
| iii) | Form of Performance Security | ANNEXURE 3 |
| iv) | Declaration - Not related to any one Employee in any capacity of the Employer. | ANNEXURE 4 |
| v) | Format for Payment through "NEFT/RTGS" System | ANNEXURE 5 |
| vi) | Format for Affidavit | ANNEXURE 6 |
| vii) | MSMEs shall submit a copy of Entrepreneur's Memorandum (Part II) of the concerned district center where the unit is established. | Certificate to be submitted by Bidder (if applicable). |

Note: All Bid Forms to be signed and stamped on all pages by Authorized Signatory and submitted in original.

No tender can be withdrawn after submission and during tender validity period. If the Bid is withdrawn within the Bid validity period, the Earnest Money Deposit (EMD) will be encashed resulting in forfeiture of Bid Security.

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

13.0 TRANSFER OF TENDER DOCUMENTS

Transfer of Tender documents purchased by one intending Bidder to another Bidder is not permissible.

14.0 EARNEST MONEY DEPOSIT/ BID SECURITY

14.1 Earnest Money Deposit

- 14.1.1. Earnest Money deposit must be deposited in the account of NHRCL 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 is to be deposited is as under.


Dy. Chief Project Manager
उप परियोजन प्रबंधक
National High Speed Rail Corporation Ltd.
राष्ट्रीय उच्च गतिरेल निगम लिमिटेड
वडोदरा / Vadodara

- 14.1.2. 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).
- 14.1.3. 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 document cost in NHSRCL's account.
- 14.1.4. Any bid submitted without EMD shall be considered as invalid and shall not be opened (unless exempted).
- 14.1.5. Any deviation in EMD/ Bid Security with regards to amount shall be considered as material deviation and tender shall be dealt accordingly such tender offer liable to be rejected without any reason.
- 14.1.6. Bid received without Earnest Money shall be summarily rejected (unless exempted).
- 14.1.7. The Tenderer shall hold the offer open for the period of 90 days from the date fixed for opening the same.
- 14.1.8. 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 bidders' account for the unsuccessful bidders, without any interest or any such levy.
- 14.1.9. The NHSRCL shall not be responsible for any loss or depreciation that may happen to the security for the due performance of the stipulation to keep the offer open for the period specified in the tender documents or to the Earnest Money while in their possession nor be liable to pay interest thereon.
- 14.1.12 Employer shall not be liable for any interest on the Earnest Money Deposit.
- 14.1.13 Only Micro and Small Enterprises under MSME registered firms shall be exempted from payment of EMD/Bid Security and Cost of Tender Document vide Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012. Medium Enterprises under MSME who intend to participate in this Tender need to pay cost of Tender document and deposit Earnest Money (Bid Security) as per Terms and Condition of the Tender.

The MSMEs shall submit a copy of Entrepreneur's Memorandum (Part II) of the concerned district center where the unit is established. The MSMEs must also indicate the terminal validity date of their registration. All Bidders registered under Micro, Small and Medium Enterprises (MSMEs) shall have to satisfy the eligibility criteria at par with the other Bidders. There shall not be

any relaxation in eligibility criteria or tender process or other tender requirements and L1 price.

14.2 **Forfeiture of Earnest Money:**

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

- (a) if a Tenderer/Bidder withdraws its Bid during the period of Bid validity
- (b) if a Tenderer/Bidder misrepresents or omits the facts in order to influence the procurement process;
- (c) if the successful Tenderer/Bidder fails to:
 - (i) sign the Contract in accordance;
 - (ii) furnish a performance security;
 - (iii) accept the correction of its Bid Price; (if any)
- (iv) if the affidavit submitted by the Tenderer/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.

14.3 **Return of Earnest Money Deposit:**

- a) The Bid security of successful Bidder shall be returned as promptly as possible upon the successful Bidder's furnishing of the Performance Security. However, Bid security of those unsuccessful Bidders shall be returned after finalization of Bid.
- b) Security of the successful Bidder shall be returned as promptly as possible once the successful Bidder has signed the Contract and furnished the required Performance Security.

15.0 **CARE IN SUBMISSION**

- 15.1 Before submitting the tender, the Bidder/s 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 tender schedule are adequate and all-inclusive for the completion of works to the entire satisfaction of the Employer.

19

E. BID SUBMISSION AND OPENING AND EVALUATION

16.0 System of Evaluation of Bids

16.1.1 Submission of Password and Opening of Technical Bids

- a) 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.
- b) The '**Bid Administrator**', who will be conducting the meeting will be notified to the bidders over email.
- c) 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.
- d) All technical bids would be opened by the '**Bid Administrator**' for the meeting, using the password so provided during the meeting, one by one.
- e) **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.**
- f) The entire online meeting of opening of Technical bid shall be recorded and kept for records and confirmation.
- g) 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**.
- h) **The outcome of the Technical Bid evaluation will be informed to all the bidders through email.**

Password submission and opening of Financial Bids

- a) For opening of the financial bids, procedure as outline in Para a) to d) as illustrated above will be followed for the opening of financial bid.
- b) The opened financial bids would be shown on the screen online to the participating bidders.
- c) 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.

- d) 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'.
- e) The entire online meeting of opening of financial bid shall be recorded and kept for records and confirmation.
- f) 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.

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 authorised 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.**

16.1.2 Evaluation of General Requirements

The following General Items will be checked:

- i) The Power of Attorney for the Bid signatory is in the correct form and properly notarised.
- ii) All Bid Forms have been signed by the Authorised Representative.
- iii) 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 Authorised Representative and submitted

along with the Bid as acceptance to all Terms and Conditions of the Tender document by the Bidder.

- iv) All data to be provided by the Bidder as per Annexure I.
- v) Any alterations are initialled by Authorised Representative.
- vi) Bid Security.

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

16.1.3 Evaluation of Offered prices

The opened Price Bids shall be evaluated to determine the lowest reasonable evaluated price which shall be generally considered for the award of the work.

PRICE SCHEDULE WILL BE REVIEWED TO ENSURE THAT

1. The figures provided therein are consistent with the details of the corresponding Bids;
2. All pages of Bill of Quantities to be submitted as per Proforma provided in Tender document duly signed and stamped at all pages by Authorized Signatory.
3. Bids containing financial information will be checked for computational errors, and prices will be corrected and adjusted as necessary.
4. The Employer shall correct arithmetical errors on the following basis:
 - a) 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;
 - b) 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
 - c) If there is any discrepancy between quoted figures and words, the amount quoted in words shall prevail.
5. If the Bidder that submitted the lowest evaluated Bid does not accept the correction of errors, its Bid shall be disqualified and its Bid security may be forfeited.

17.0 CLARIFICATION OF THE TENDERS

- 17.1 To assist the examination, evaluation and comparison of the tenders, Employer may at his discretion ask the Bidders for any clarifications as considered essential for 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.

18.0 NEGOTIATION

- 18.1 The Employer reserves the right to negotiate the offer submitted by the Bidder/s to withdraw certain conditions or to bring down the rates to a reasonable level. The Bidder must note that during negotiation, rates of items of BOQ can only be reduced and not increased by the Bidder. In case the Bidder introduces any new condition or increases rates of any item of BOQ, his negotiated offer is liable to be rejected and the original offer shall remain valid and binding on him.

Should THE EMPLOYER decide to negotiate with view to bring down the rates, the Bidder called for negotiation should furnish the following form of declaration before the commencement of negotiation.

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

19.0 CANVASSING

- 19.1 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.

20.0 RIGHT TO ACCEPT ANY TENDER OR REJECT ALL TENDERS

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

21.0 AWARD OF CONTRACT

21.1 Employer shall notify the successful Bidder in writing by a Registered Letter/Courier/ Speed Post/Mail or per bearer that his tender has been accepted.

21.2 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. Within twenty-eight (28) days of receipt of the Letter of Acceptance, the successful Bidder shall sign, date, and return it to the Employer.

22.0 ANNULMENT OF AWARD

22.1 Failure of the successful Bidder to comply with the requirement of Clause 21 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 fresh Bids.

23.0 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.

SECTION-IV
APPENDIX TO TENDER

APPENDIX TO TENDER

| | |
|--|--|
| Tender Notice No. | NHSRCL/BRC/2020/27 |
| Name of Work | Tender for Providing Security Manpower (Unarmed) for Training Institute at Vadodara |
| Employer | National High Speed Rail Corporation Limited |
| Employer's Representative | Notify the successful Bidder on award of Contract. |
| Tender to be submitted / deposited / addressed (if it is sent by Post) to the office of | Chief Project Manager (Vadodara) National High Speed Rail Corporation Ltd. 3rd Floor, Productivity House, Productivity Road, Alkapuri, Vadodara – 390007 |
| a) Earnest Money Deposit (EMD) | Rs. 45,171/- (Rupees Forty-Five thousand One-Hundred and Seventy-One only) |
| b) Completion period | Twelve Months from Commencement Date |
| c) Date and time of submission of tender | On 25.06.2020 up to 15.00 hrs. |
| d) Date and time of opening of Bids of the tenders | On 25.06.2020 at 15:30 hrs. |
| e) Validity of Offer | 90 days from the date of opening of tender |
| g) Validity of Bid Security | 45 days beyond the Bid Validity Period. |
| h) Scope of Work and Deliverables | The scope of work for Contractor shall be limited to providing Tender for Providing Security Manpower (Unarmed) for Training Institute at Vadodara as per detail given in Terms of Reference (TOR). |
| i) Date of Commencement of work | 10 days from issue of Letter of Acceptance (LOA). |
| j) Performcane Bank Guarantee | 5 % of the contract value |
| k) Retention Money | Retention Money will be deducted from each Interim Payment up to a maximum limit of 5% of the accepted Contract value. The deduction of retention money is @ 10% of the Gross Bill amount till the total retention money is deducted form the Interim Paymnet. |

SECTION V
TERMS OF REFERENCE (TOR)



27

Dy. Chief Project Manager
उप परियोजना प्रबंधक
National High Speed Rail Corporation Ltd.
राष्ट्रीय उच्च रफ़्ट रफ़्टा कुरफ़्ट
वडोदरा / vadodara

A. Introduction:

NHSRCL is implementing the project of high speed train corridor between Ahmedabad and Mumbai. The total length of proposed High Speed Railway Corridor works out to be 508.17 km. The route of Mumbai Ahmedabad High Speed Rail will be passing through two states, Maharashtra and Gujarat and one Union Territory, Dadra and Nagar Haveli, of the Union of India.

The proposed corridor lies in Western Railway zone. It shall start from Bandra Kurla Complex in Mumbai and will end near Sabarmati Railway Station in Ahmedabad.

To meet the training needs of the Employer, a High Speed Rail Training Institute (HSRTI) and Lodging facility will be constructed within the Campus of existing "National Academy of Indian Railways" (NAIR) at Vadodara, Gujarat, India.

HSRTI will have following facilities;

1. Lodging Facility
2. Utility Area
3. Guard and Meter Room
4. Canteen Building
5. Residential Building
6. Slab Track Training Facility
7. Training Insitute with Admin Block

B. Objective

The objective of the assignment is to supply Security Manpower as per requirements and Terms and Conditions of this Tender.

C. Scope of Services

1. Details of Services

- (1) Security Services will be required at the following places:
 - i. Entire Hostel, TI-2 area and Two residential blocks, Mess cum office blocks of HSRTI, Vadodara Campus.
 - ii. Any other place designated later by HSRTI, Vadodara.
 - iii. Three security guards per shift.
- (2) Security Services will include-
 - i. Security guards (only male below 40 years only) round the clock (in two shifts per day, 12 hrs per shift).

- ii. Security of the assets of HSRTI against theft, burglaries, dacoits, pilferage and misappropriation etc.
 - iii. Prevention of injury, assault and violation of the persons, especially women residents and legitimate visitors. Providing protection to everyone, considering liberal and open culture among residents.
 - iv. Preventing the presence of cattle, dogs, snakes, tree poachers, anti- social elements etc.
 - v. Assisting HSRTI in handling emergencies like fire, flood, earthquake, act of God etc.
 - vi. Maintaining records of visitors as directed by Management.
 - vii. Regulating incoming and outgoing movement of material and vehicular traffic.
 - viii. Patrolling of HSRTI Campus.
 - ix. Monitoring CCTV when installed on daily basis.
 - x. Daily Flag Hosting and Flag Lowering in the HSRTI.
 - xi. Taking care of vehicles parked in parking area(s) within the HSRTI Campus.
 - xii. Locking and Unlocking of offices, gates, doors, windows etc and keeping safe custody of keys, key management, handling of keys.
 - xiii. Monitoring effective consumption of lights and equipment's.
 - xiv. Maintaining In-Out register at main gate for all the vehicles/individual as instructed by HSRTI.
 - xv. Adhering to the Standard Operating Procedure (SOP) issued by HSRTI.
 - xvi. Any other related work assigned by HSRTI.
 - xvii. Training should be scheduled for guards inside the campus relevant for HSRTI campus once a month.
 - xviii. They should be fully coordinate & do required action for any accident, theft care etc or any case where police interfare is required. They will follow up with police & fully coordinate in any theft or accident etc.
- (3) The security personnel shall never do the following:
- i. Should not misuse the property of HSRTI.
 - ii. Should not be found reading books.
 - iii. Should not be found using mobile phones on a continuous basis.
 - iv. Should not be found sleeping.
 - v. Should not sleep on working hours.
 - vi. Should never be found chatting in groups.

- (4) The Contractor shall have organized training arrangements for security personnel with clear recruitment policies & may be own training centers.
- (5) Employee of the Contractor:
 - i. Every personnel deputed by the Contractor shall be literate/educated, who have a working knowledge of Hindi and English.
 - ii. The guards and supervisors deployed by the Contractor shall be of medically fit and good character etc and shall be between 18 - 40 years and 30-45 years of age respectively. The staff shall keep himself neat and clean always.
 - iii. Anyone found below the minimum standard mentioned above shall be removed immediately from the HSRTI and penal action shall be taken against the Contractor as per penalty clause of General Terms & Conditions.
- (6) Uniform of employee: The Contractor shall provide proper uniform including boots/shoes, belt, badge, whistle, caps, canes / stick, torch, jerseys (woolen sweaters) & rain coat etc. to every personnel deployed by the Contractor in the HSRTI Campus at their own costs and expenses. It would be the responsibility of the Contractor to supply such minor equipment necessary for discharge of duty.
- (7) The Contractor personnel shall carry an identity card duly attested by the HSRTI/Executive of Contractor. A photocopy of these cards along with computer data shall be given to the HSRTI for record verification etc.
- (8) The Contractor personnel shall be experienced with the first-aid treatment and fire-fighting equipment' s.
- (9) The Contractor shall ensure biometric attendance of its security personnel on the machine provided by the HSRTI.
- (10) The HSRTI shall have the right to check up, from time to time, the Security personnel on duty, the uniforms worn by the security personnel, their fitness etc up to the satisfaction of the HSRTI.
- (11) The Contractor shall have a regular system of training the Guards before mounting them on duty. The Contractor shall have proper training facility and profession syllabi for the training.

- (12) The Contractor shall be capable to provide vehicles and licensed radio / wireless equipment's for communication, if necessary.
- (13) HSRTI will not provide any residential space for accommodation and transportation to the Contractor. The Contractor has to make its own arrangement for the residential accommodation and the transportation to the deployed staff.
- (14) **MISCONDUCT:** The conduct/characters/antecedents and proper bonafide of the workers shall be the sole responsibility of the Contractor. However, the Contractor should provide the necessary details of all its employees to the HSRTI.
- (15) **GENERAL**
- i. All the security personnel should be police verified and record should be submitted to the HSRTI.
 - ii. The Contractor shall maintain record of major/minor incidents on daily basis and report the same to the official authorized in this regard. The Contractor shall also be responsible to lodge complaints with police authorities in such instances after prior permission of HSRTI and take follow-up action for recovery of lost material/equipment.
 - iii. The HSRTI shall identify time to time the requirement of personnel, to be deployed for the security of the campus, in consultation with the Contractor. The HSRTI reserves the right to increase or decrease the numbers of the security personnel. In addition to the prescribed manpower, whenever required, Contractor has to provide additional manpower at the rates quoted in the Tender.
 - iv. The Contractor shall have a proper system of checking the guards on duty especially at night. Records of the same should be effectively maintained and shortcomings, if any, should be immediately rectified.
 - v. The Contractor shall maintain Complaint Book at the main entrance gate.

- vi. Penalty wherever mentioned in this document will be imposed as per penalty clause of General Terms & Conditions.
- vii. The responsibility for taking appropriate security measures shall be entirely that of the Contractor. The HSRTI will be entitled for compensation against the Contractor, in case an inquiry by HSRTI establishes that the theft or loss or damage has been caused due to negligence of the Contractor or any of its employees. The said compensation shall be in addition to the findings and recommendations that the enquiry may propose. After enquiry, if it is found that such theft or loss or damage has been caused by acts of commission and omission of the personnel of the Contractor or if the personnel of the Contractor has either taken active part in such acts or has aided and abetted in the acts of such commission and omission the HSRTI or its employees to whom loss is caused, shall be totally indemnified/compensated by the Contractor on actual basis.
- viii. The Contractor shall nominate a nodal officer for day to day communication. The security personnel shall be equipped with latest communication systems. Night Guards shall be equipped with proper protection and illuminating/lighting devices. While working at the premises of the HSRTI, they shall work under directives and guidance of Chief of Administration or any other person deputed by HSRTI.

SECTION- VI
ANNEXURES / PROFORMAS

ANNEXURE 1

| CHECKLIST OF BID DOCUMENT SUBMISSION (To be filled by Bidder and submitted along with tender document) | | |
|--|--|--|
| Name of Work : TENDER FOR PROVIDING SECURITY MANPOWER (UNARMED) FOR TRAINING INSTITUTE AT VADODARA | | |
| Tender No.: NHSRCL/BRC/2020/27 | | |
| SN | Document / Items required | <i>Please indicate whether attached or Not Applicable (NA)</i> |
| A. | <u>SINGLE STAGE TWO PACKET BID</u> | |
| 1 | Form of Bid | |
| 2 | All ANNEXURES Duly filled: - ANNEXURES 1 to ANNEXURE 6 | |
| 3 | Attested copies of Affidavit for sole proprietorship / memorandum and Articles of Association along with details pertaining to place of registration, principal place of business of the firm, etc., | |
| 4 | Earnest Money Deposit (EMD) of Rs. 45,171/- (Rupees Forty-Five thousand One-Hundred and Seventy-One only) in proper form as mentioned in Para 5 of Letter of Invitation for Bids (IFB) of Section-I | |
| 5 | GST Registration Certificate & No. | |
| 6 | PAN No. of the firm | |
| 7 | Tender 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 Tender document. | |
| 8 | Copy of PF Registration. | |
| 9 | Copy of ESIC Registration. | |

ANNEXURE 2

Contract Agreement

THIS AGREEMENT made the *[insert day]* day of *[insert month]*, *[insert year]*, between *[insert name of the Employer]* (hereinafter "the Employer"), of the one part, and *[insert name of the Contractor]* (hereinafter "the Contractor"), of the other part:

WHEREAS the Employer desires that the Works known as *[name of the Contract]* should be executed by the Contractor, and has accepted a Bid by the Contractor for the execution and completion of these Works and the remedying of any defects therein,

The Employer and the Contractor agree as follows:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Contract documents referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement. This Agreement shall prevail over all other Contract documents.
 - a) the Contract Agreement
 - b) the Letter of Acceptance;
 - c) the Record of Meeting on Contract Negotiation;
 - d) the Addenda and Corrigenda;
 - e) the Bill of Quantities;
 - f) the Letter of Bid,
 - g) Appendix to Tender/ Contract Data
 - h) the Particular Conditions of Contract- (if any);
 - i) the General Conditions of Contract;
 - j) the Terms of Reference
 - k) the Contractor's Proposal.
 - l) Any other documents forming part of the Contract

For the purpose of interpretation, the priority of the listed documents shall be in accordance with the above listed order.

3. In consideration of the payments to be made by the Employer to the Contractor as specified in this Agreement, the Contractor hereby covenants with the Employer to execute the Works and to remedy defects therein in conformity in all respects with the provisions of the Contract.

4. The Employer hereby covenants to pay the Contractor in consideration of the execution and completion of the Works and the remedying of defects therein, the

Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of India on the day, month and year specified above.

Signed by _____

Signed by _____

for and on behalf of the Employer
in the presence of

for and on behalf the Contractor
in the presence of

Witness, Name, Signature, Address, Date

Witness, Name, Signature, Address, Date

ANNEXURE 3

**Performance Security
(Demand Guarantee)**
[Insert Guarantor letterhead]

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 Contractor, which in the case of a joint venture shall be the name of the joint venture]* (hereinafter called "the Applicant") 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").

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]*),¹ 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.

Notwithstanding anything contained herein:

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

This Guarantee will neither be cancelled nor revoked by the bank without the written authorization of the beneficiary. The Guarantor agrees to extend this guarantee for a period as requested by the beneficiary in writing. Such request for extension is to be presented by Beneficiary to the Guarantor before the expiry of the validity of the existing guarantee.

[signature(s)]

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

ANNEXURE 4

DECLARATION

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

OR

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

| Sr.No. | Name of the Employee | Department | Degree of Relationship |
|--------|----------------------|------------|------------------------|
| | | | |

SIGNATURE OF BIDDER: - _____

ADDRESS: - _____

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

ANNEXURE 5

**FORMAT FOR PAYMENT THROUGH "NEFT/RTGS" SYSTEM
CONTRACTOR/VENDOR PAYMENT**

| Sr. No. | Name of Party | Detail given by Bidder |
|---------|---------------------|------------------------|
| 1 | Tender No. | |
| 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 | PAN Number | |

Note:-

- Please attach Xerox copy of 1st page of pass book (Containing account number, name of account holder, branch name) and Xerox of one blank cheque (for IFS code) to ensure the prompt payment.
- Form should be filling up in two copies.

Signature
AUTHORISED SIGNATORY
ANNEXURE 6

**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 purpose of the Bid for the work of _____ as per the Bid No. _____ of NHSRCL, do hereby solemnly affirm and state on behalf of the Bidder as under:

1. *That the Bidder has not been Blacklisted/ banned for business dealing for all Government Departments, or by Ministry of Railways or by NHRCL 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 or having been declared as poor performer.
4. 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.
5. We understand that in case we cease to fulfill the requirements of the eligibility and qualifying criteria at any time after opening of 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 proposal security shall be forfeited. We shall also be liable for Banning of Business dealings upto a period of three years.
6. We understand that if the contents of the affidavit are found to be false at any time during Bid evaluation, it will lead to forfeiture of the Bid security. Further, we [insert name of the Contractor]** _____ understand that we shall be liable for banning of business dealings upto a period of three years.

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 Proposal 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

** Modify the contents wherever necessary, as per Terms of Reference.*

*** The contents in Italics are only for guidance purpose and details as appropriate, are to be filled in suitably by Bidder.*

◆ *Attestation before Magistrate/Public Notary*


Dy. Chief Project Manager 41
उप प्रियंका प्रियंका
National High Speed Rail Corporation Ltd.
राष्ट्रीय उच्च गति रेल कॉर्पोरेशन लिमिटेड
वडोदरा / Vadodara

SECTION-VII
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 (LOA).
- c. **“Employer”** means the National High Speed Rail Corporation Limited (NHSRCL) which expression shall also include its legal successors and permitted assigns.
- d. **“Effective Date”** means the date on which this Contract comes into force and effect pursuant to clause GCC 3.1
- e. **“Employer/Employer’s Representative”** means any officer nominated from time to time by **National High Speed Rail Corporation Limited(NHSRCL), its legal successors and assignees** to undertake various duties and functions in connection with this contract and Project.
- f. **“Contractor”** means the person or group named in the Contract who has to perform the Services as per this Tender document and which expression shall include his/their legal successors and permitted assigns.
- g. **“GCC”** mean the General Conditions of Contract.
- h. **“Government”** means the Government of India.
- i. **“Letter of Acceptance”** means the formal acceptance letter from the Employer of the Tender.
- j. **“Currency”** means the currency of Government of India.
- k. **“Party”** means the Employer or the Contractor as the case may be and **“Parties”** means all of these entities.
- l. **“Period of Services”** shall mean the time between the Date of

Commencement and end of Period of Completion as given in Appendix to Tender.

- m. **“Personnel”** means the persons hired by the Contractors or by the Sub-Contractors as employees and assigned to the performance of the Services or any part thereof;
- n. **“SCC”** means the Special Conditions of Contract by which these General Conditions of Contract (GCC) may be amended or supplemented.
- o. **“Services”** means the work to be performed by the Contractors pursuant to this Contract.
- i. **“Day”** means a calendar day.
- ii. **“Month”** means a calendar month
- iii. **“Year”** means 365 days
- p. **“Terms and expressions not herein defined”** shall have the meanings assigned to them in the “India 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
- q. **Third Party”** means any person or entity other than the Government, the Employer, The Contractor or Sub-Contractor.
- r. **Bouncer** - someone whose job is to stand outside a event, etc. and either stop people who cause trouble from coming in or force them to leave.

2.0 **PERIOD OF CONTRACT:** Contract period will initially be for twelve months. The contract may be extended subject to satisfactory performance at the sole discretion of the Employer on an annual basis for a further period. In case performance of the Contractor is found to be unsatisfactory as per operational parameters set out in the contract or is not in conformity with the terms & conditions of the tender, then the contract may be terminated by the Employer even before the scheduled time by giving advance notice of one month to this effect. In the event of premature termination of contract for reasons mentioned herein above, the Performance Bank Guarantee shall be forfeited.

3.0 **COMMENCEMENT, COMPLETION AND MODIFICATION OF CONTRACT**

3.1 **Effectiveness of Contract**

The Contract shall come into force and effect on the date of issuing LOA to Bidder. This notice shall confirm that the effectiveness conditions, if any, listed have been met.

3.2 Termination of Contract for Failure to become Effective

If this Contract has not become effective within 30 days after the date of contract signed by the Parties, Employer 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.

3.3 Completion of Services

The Period of Completion shall be as specified in Tender Document from the commencement date.

3.4 Expiration of Contract

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

3.5 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.

3.6 Modifications

The terms and conditions of this Contract including the Scope of Services can be modified only by written agreement between the Parties.

4.0 TERMINATION BY THE EMPLOYER

The Employer may, by a written notice of termination not less than thirty (30) days to the Contractors 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 Contractors fail to remedy a failure in the performance of their obligations hereunder, 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 Contractors become (or, if Contractors 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 Contractors fail to comply with any final decision reached as a result

of arbitration proceedings pursuant to Clause GCC hereof;

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

For the purpose of this clause:

1. "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.
2. "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 Borrower, and includes collusive practice among Contractors (prior to or after submission of proposals) designed to establish prices at artificial non-competitive levels and to deprive the Borrower of the benefits of free and open competition.

5.0 EXIT CLAUSE:

Notwithstanding anything contained in any other clause of this tender, the contract can be terminated by the Employer by giving one-month notice without giving any reason and by the Contractor by giving three-month notice.

6.0 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, the priority of documents shall be in accordance with the following sequence:

- a) the Contract Agreement
- b) the Letter of Acceptance;
- c) the Record of Meeting on Contract Negotiation;
- d) the Addenda and Corrigenda;
- e) the Bill of Quantities
- f) the Letter of Bid,

- g) Appendix to Tender/ Contract Data
- h) the Particular Conditions of Contract- (if any);
- i) the General Conditions of Contract;
- j) Terms of Reference
- k) the Contractor's Proposal.
- l) Any other documents forming part of the Contract

7.0 COMMUNICATION AND LANGUAGE OF CONTRACT

7.1 Communication to be in writing

Communications between Parties will be effective only when in writing. Verbal communication, if any, must be confirmed in writing immediately later on. Any notice, request or consent shall be deemed have been given or made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent by registered mail, e-mail 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 email, 24 hours following confirmed transmission

8.0 PERFORMANCE GUARANTEE

- 8.1 The Performance Guarantee shall be as per proforma given in Annexure.
- 8.2 The Employer reserves the right to forfeit the Performance Guarantee amount, in the event of termination of contract in accordance with Clauses GCC 4.0. In the event of any defect coming to notice of Employer during the period from actual date of completion of Services and the period of validity of the Performance Guarantee as per this Contract, and in the eventuality of Contractors failing to rectify the same, the Employer will forfeit the amount of Performance Guarantee.
- 8.3 On acceptance of tender the successful Bidder shall have to submit performance guarantee amounting to **5 %** of the contract value in any one of the form of irrevocable Bank Guarantee from Nationalized or scheduled bank (except Co-operative Bank) in favor of National High Speed Rail Corporation Limited. The Performance Guarantee shall be submitted within 28 (Twenty-Eight) days from the date of issue of Letter of Acceptance (LOA).
- 8.4 This Guarantee shall be initially valid up to the stipulated date of completion of the Contract plus 60 days beyond that. In case, the time limit for completion of work gets extended, the Contractor shall give the validity of Performance Guarantee extended to cover such extended time for completion of work plus 60 days.
- 8.5 The Employer shall return the Performance Security to the Contractor within 21

47

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days after the issue Work Completion Certificate by Employer.

The Contractor being determined or rescinded under provision of the GCC the Performance Guarantee shall be forfeited in full and shall be absolutely at the disposal of the Employer.

- 8.6 Extension of time for submission of PG beyond 28 (Twenty Eight) days and upto 60 days from the date of issue of LOA may be given by the Authority who is competent to sign the contract agreement. However, a penal interest of 12% per annum shall be charged for the delay beyond 28(Twenty Eight) days, i.e. from 29th day after the date of issue of LOA. Further, if the 60th day happens to be a declared holiday in the concerned office of the the Employer, submission of PG can be accepted on the next working day.

In all other cases, if the Contractor fails to submit the requisite PG even after 60 days from the date of issue of LOA, the contract is liable to be terminated. In case contract is terminated and the Employer shall be entitled to forfeit Earnest Money Deposit and other dues payable against that contract.

- 8.7 Whenever Variations and/or result in an accumulative increase or decrease of the Contract Price by more than **twenty-five percent (25%)** of the Accepted Contract Amount:
- in the case of such an increase, at the Employer's request the Contractor shall promptly increase the amount of the Performance Security by a percentage equal to the accumulative increase.; or
 - in the case of such a decrease, subject to the Employer's prior consent the Contractor may decrease the amount of the Performance Security by a percentage equal to the accumulative decrease.

9.0 **RETENTION MONEY:**

Retention Money will be deducted from each Interim Payment up to a maximum limit of 5% of the accepted Contract value. The deduction of retention money is @ 10% of the Gross Bill amount till the total retention money is deducted form the Interim Paymnet.

The Retention money will be released after the completion of services in all respects and after the final bill was certified.

10.0 **WORKING AT SITE**

The Contractor and its personnel shall comply with all norms stipulated by the Institute such as Gate Passes, Checking, Maintenance, Cleanliness, Discipline & courteous behavior at and around the work site, Safety Precautions and Regulation.

11.0 **MISCONDUCT**

The conduct/characters/antecedents and proper bonafide of the personnel deputed by the Contractor shall be the sole responsibility of the Contractor. However, the Contractor should provide the necessary details of all its personnel to the Institute. All the personnel deputed by Contractor should have police verified.

12.0 The persons employed by the Contractor will be the employees of the Contractor and the Employer shall have nothing to do with their employment or non-employment. Under no circumstances any liability in respect of matters connected with their employment shall be held against the Employer and the personnel employed by the Contractor shall have no right whatsoever to claim employment or other rights from the Employer.

13.0 Under no circumstances, the Employer shall not have any liability in respect of matters connected with the employment of personnel deputed by the Contractor. The personnel deputed by the Contractor shall have no right whatsoever to claim employment or other rights from the Institute.

14.0 None of the personnel of the Contractor shall enter into/practice/engage in any kind of private work within the office premises of the Employer. Non-compliance with this condition will be deemed to be violate of the terms/conditions of the contract by inviting penalty/cancellation of contract.

15.0 The personnel employed by the Contractor will not form any union.

16.0 The Contractor shall ensure that the personnel deployed by it are disciplined and do not participate in any activity prejudicial to the interest of the Employer / Govt. of India / any State or any Union Territory.

17.0 The Contractor shall maintain record of major/minor incidents on daily basis and report the same to the the Employer's administration. The Contractor shall also be responsible to lodge complaints with police authorities in instances such as theft, indiscipline, disobedience or any unauthorized activities/criminal activities with prior permission of the Employer and take follow-up action for recovery of lost material/equipment.

18.0 The Contractor will have to submit and update the details of all personnel

deputed by the Contractor at the Employer mandatorily along with a copy of their photographs, residential address, police verification certificate, driving license etc as required by the Employer.

19.0 The Contractor shall take at his own cost, if required, necessary insurance coverage in respect of personnel deputed by it in connection with the aforementioned services to the Employer and shall indemnify the Employer against all acts of omissions, fault, breaches and or any claim or demand, loss injury and expenses to which the Employer may have party as a result of the Contractor's failure to comply and of the obligation under the relevant Act / Law which the Contractor is required to follow.

20.0 **TAXES, LABOUR LAWS AND OTHER STATUTORY COMPLIANCES**

20.1 The Contractor shall comply with all statutory requirements existing as well as those promulgate from time to time viz. P.F. Act, ESI Act, Bonus Act, Central Minimum Wages Act, Contract Labour Act, Workmen's Compensation Act, Casual Labour (R & A) Act, Payment of Wages Act, Migrant Labour Act and/or such other Acts or Laws of Central, State, Municipal and local governmental Contractor or authority etc whichever is/are applicable to the Contractor and shall be held responsible, accountable, answerable, explainable & liable, as the case may be, for the lapses committed by them in this regard.

20.2 The Contractor is liable for the payment of any and all existing taxes of the Central or State Government or of any other authority with respect to the contract or any item sold or supplied pursuant thereto or anything done or services rendered pursuant thereto.

20.3 The Contractor shall be responsible for proper maintenance of all registers, records and accounts it relates to compliance with any statutory provisions/ obligations under all the labour laws of the India. The Contractor shall be responsible for making the records pertaining to Payment of Wages Act and for depositing the P.F. and ESI contributions, with the authorities concerned.

20.4 The Contractor shall be responsible and liable for all the claims of its personnel deputed at the Institute.

20.5 The Contractor shall obtain the license under the Contract Labour (R&A) Act from the Contractor of the Central Labour Commissioner and produce the same preferably along with the first monthly bill. The Contractor would be required to maintain all books and registers like Employment Register (Form A, Form B, Form C, Form D of Labour Act), Wages Register, Overtime register, First Aid Box, Display of Notice, etc. as required under CLR&A, 1970 for inspection by visiting Labour Enforcement Officers.

20.6 The Contractor shall obtain adequate insurance / personal accidental policy in

50

respect of his workmen engaged by it towards meeting the liability of compensation arising out of injury/disablement at work as per the Employee Compensation Act.

- 20.7 Further, the Contractor shall not involve the matters of the Employer in any way whatsoever in any dispute with regard to compliance of statutory provisions and in case of any violation of any law; the Contractor shall be solely responsible.
- 20.8 The Contractor shall indemnify and keep indemnified the Employer against all losses and claims for injuries and or damages to any person or property. The Contractor shall abide by and observe all applicable statutory laws and regulations in matters of Labour Law like P.F. Act, ESI Act, Bonus Act, Central Minimum Wages Act, Contract Labour Act, Workmen's Compensation Act, Casual Labour (R & A) Act, Payment of Wages Act, Factory Act, Explosive Act, Workmen Compensation Act, Goods & Service Tax (GST), Royalty, Works Contract etc. and shall keep the the Employer indemnified against all penalties and liabilities of kind of breach of any such statute ordinance or law / regulations or Bylaws.
- 20.9 The personnel employed by the Contractor shall not below the age of 18 years. They shall be medically fit and keep themselves neat and clean.
- 20.10 The Security Guards and Security Supervisors shall be required to work in Two shifts of 12 hours' basis. However, no Security Guard/Supervisor shall be allowed to perform continuous duty beyond one shift. The Security personnel of the Contractor shall not work for more than 26 days in a month.
- 20.11 Monthly wage to personnel deputed by the Contractor shall be in accordance with the Minimum Wages Act and be credited into respective personnel's bank account.
- 20.12 All Statutory related payments shall be adhered to time lines as per the respective labour laws.
- 20.13 The Contractor has to submit self-attested copy of following documents along with the monthly invoice.
- Attendance Register
 - Wages Register
 - EPF Challan, ECR, Bank confirmation slip for EPF deposit
 - ESI ECR (Monthly History), Bank confirmation slip for ESI deposit
 - Bank transfer confirmation of wages payment
- 20.14 Non-adherence of statutory compliance may impose penalty and /or termination of contract as per General Terms and Conditions of Contract of this tender document.

21.0 The personnel deployed by the Contractor shall be removed immediately if the Employer considers such removal necessary on administrative grounds. The Contractor shall also immediately remove any personnel who is found not to be discharging his duties correctly or is of doubtful character or had any sort of intoxicating item on duty and shall replace him with substitute personnel either on its own or on the demand of the Employer.

22.0 **INTERPRETATION**

All the terms and conditions of contract shall be read in conjunction with all other documents forming part of this contract. Notwithstanding the subdivisions of the documents into these separate sections, every part of which shall be deemed to be supplementary to and complementary of every part and shall be read with and into the contract.

23.0 **AUTHORITY OF PERSON SIGNING DOCUMENT**

A person signing the tender form or any documents forming part of the contract on behalf of another shall be deemed to warrant, that he has authority to bind such other and if, on enquiry, it appears that the person so signing had no authority to do so, the Employer may without prejudice to other civil and criminal remedies cancel the contract and hold the signatory liable for all cost and damages.

24.0 **ACCESS TO SITE**

The Contractor shall allow unhindered access to the Employer and/or any other party or person, engaged by the Employer to work at the same and/or to check/regulate/watch/guard/measure/inspect, solely or jointly with the Contractor.

25.0 **CHANGES IN THE APPLICABLE LAW**

If, after the date signing 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 Contractors in performing the Services, then the remuneration and reimbursable expenses otherwise payable to the Contractors under this Contract shall be increased or decreased accordingly by agreement between the Parties hereto, and corresponding adjustments shall be made to the Contract Price.

26.0 **SAFETY AND SECURITY:** The Contractor shall abide by the provisions of the safety code framed from time to time by the Institute/Government.

27.0 PAYMENT OF BILLS

The payment for services under this agreement shall be made on monthly basis on satisfactory completion of job contract services, through crossed-cheque, drawn in favour of Contractor payable at Delhi or NEFT/RTGS/IMPS (online transfer). The final payment shall, however, be made only after adjusting all the dues/claims of the Employer.

Statutory deductions at source, if any, shall be made from the payments. GST will be paid separately. GST shall be reimbursed on production of necessary documents/vouchers. Contractor will be free to avail any Input Tax Credit (ITC) under GST.

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

- (a) No advance payment will be made in this Contract
- (b) The Employer shall pay to the Contractor:
 - (i) the amount certified in each Interim Payment Certificate within 28 days after the Employer receives the Statement and supporting documents: and
 - (ii) the amount certified in the Final Payment Certificate within 56 days after the Employer receives this Payment Certificate.
 - (iii) Only such portion of an invoice 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, the Employer may add or subtract the difference from any subsequent payments.
- (c) The final payment under this Clause shall be made only after the successful completion of Contract and a final statement, identified as such, shall have been submitted by the Contractors and approved as satisfactory by the Employer's Representative. The Services shall be deemed completed and finally accepted by the Employer's Representative and the final report and final statement shall be deemed approved by the Employer's Representative as satisfactory Fifty-Six (56) calendar days after receipt of the final report and final statement by the Employer's Representative unless the Employer's Representative, within such Fifty-Six (56)-day period, gives written notice to the Contractors specifying in detail deficiencies in the Services, the final report or final statement. The Contractors 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 Contractors to the Employer within Twenty-Eight, (28) days after receipt by the Contractors 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 Contractors specified in the **ANNEXURE 5 of SECTION VI.**

28.0 **FAIRNESS AND GOOD FAITH**

28.1 **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.

28.2 **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 30 hereof.

29.0 **SETTLEMENT OF DISPUTES**

29.1 **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.

29.2 **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.

30.0 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 amendments. The cost of Arbitration Proceedings shall be borne equally between the parties. The venue of Arbitration shall be Vadodara, Gujarat.

30.1 NO SUSPENSION OF WORK.

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

30.2 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.

30.3 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.

30.4 SUBSTITUTE ARBITRATOR

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.

30.5 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.

30.6 FEE TO ARBITRATOR

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

31.0 FORCE MAJURE:

If at any time, during the continuance of this contract, the performance in whole or in part by either party, of any obligation under this contract, shall be prevented or delayed by reason of any floods, explosions, epidemics, quarantine restriction or act of God (hereinafter referred to as events), provided notice of happenings of any such eventuality is given by either party within 7 days from the date of occurrence thereof, neither party shall be due to reason of such event be entitled to terminate this contract nor shall either party have any such claim for damages against the other in respect of such non- performance or delay in performance. The operation of contract shall be resumed as soon as practicable after such event may come to an end or cease to exist and the decision of the Employer as to whether the operation have been so resumed or not shall be final and conclusive, provided further that if the performance in whole or in part of any obligation under his contract is prevented or delayed by reason of any such event for a period exceeding 90 days either party may at his option terminate the contract.

Provided, also that if the contract is terminated under this clause, the Employer shall be at its liberty to take over from the Contractor, the security personnel, vehicles & equipment deployed in the campus until a new Contractor is appointed and commences the operation.

32.0 PENALTY FOR DEFICIENT SERVICES

Penalty for complaint, non-adherence of terms & condition specified in tender document, indiscipline & unsatisfactory operation of the services and the incidence given in the various clauses of this document for the purpose, may be levied of an amount of Rs. 5,000/- on each occasion as per the Employer discretion which will be deducted/adjusted in subsequent monthly bill/security deposit/ performance guarantee.

It is the responsibility of the Contractor to check and ensure that below guidelines are followed strictly by its staff

- i. The security personnel shall not take or use any alcoholic drink, dedative, narcotic or stimulant drug or preparation within eight hours before the commencement of his duty or use any such drink, drug or preparatio while on duty. The security personnel, when on duty, shall not smoke or chew tobacco. It is the responsibility of the Contractor to check and ensure that above guidelines are followed strictly by its staff. If found or reported such incident, a penalty of Rs. 5000/- (Rupees Five Thousand Only) will be imposed per incident and the same will be deducted from the running bill or any amount due to the Contractor. In case of any complaint against

any of his staff; the Contractor shall be under the obligation to remove and replace the worker concerned when the same is instructed by the Employer.

- ii. It is the responsibility of the Contractor to check and ensure that below guidelines are followed strictly by its staff. If found or reported of any of such incident as listed below a penalty amount of Rs. 5,000/- on each occasion will be levied and the same will be deducted from the running bill.
- a. Poor dress code
 - b. Not shaved
 - c. Using mobile phone on duty/ Listening music on mobile phone
 - d. Public Complaints
 - e. Late reporting, leaving place of duty before schedule time or without information to on duty Station Controller
 - f. Misbehaviour and poor customer support
 - g. Breach of instructions etc.

33.0 PAYMENT

- (i) Invoices shall be raised on Monthly basis.
- (ii) Payment shall be payable within 28 days from the date of receipt of IPC and complete Invoice.
- (iii) Payment for the item shall be made, which are passed and accepted by the Employer's Representative.
- (iv) Statutory deductions at source, if any, shall be made from the payments.
- (v) GST will be paid separately.
- (vi) There will be retention money will be deducted from Interim Payment Certificates as per conditons of Clause 9.

57

Dy. Chief Project Manager

उप प्रियेता प्रबंधक

National High Speed Rail Corporation Ltd.

राष्ट्रीय उच्च गति रेल कॉर्पोरेशन लिमिटेड

वडोदरा / Vadodara