



NATIONAL HIGH SPEED RAIL CORPORATION LIMITED

Name of Work : Cutting and handing over of trees on govt. land, cutting and auction of trees on private land, transplantation of standing trees, and new plantation in Dahanu & Talasari Taluka of Palghar district for Mumbai Ahmedabad High Speed Railway Project of NHSRCL

CONTRACT PACKAGE NO: NHSRCL/CPM(Civil)/Palghar/22-23/06

TENDER DOCUMENTS **(Single Stage Two Packet Bid)**

VOLUME 1

NOTICE INVITING TENDER (NIT)

INSTRUCTIONS TO TENDERER (ITT)

FORM OF TENDER (FOT)

Issued from:

Office of Chief Project Manager (Palghar),
National High Speed Rail Corporation Ltd (NHSRCL),
102, Adinath Villa, Opposite of Tashi's Hotel,
Vagulsar, Mahim Road, Palghar,
Pin: 401404, Maharashtra



Index

Volume	Description	Page
Vol. 1	Notice Inviting Tender (NIT)	3 - 13
	Instruction to Tenderer (ITT)	14 - 49
	Form of Tender	50 - 84
Vol. 2	General condition of contract (GCC)	85 - 164
	Particular condition of contract (PCC)	165 - 177
	Condition of contract SHE	178 - 191
Vol. 3	Employer's requirement General	192 - 194
	Employer's requirement Functional	195 - 202
Vol. 4	Outline design specification	203
Vol. 5	Tender Drawing	204
Vol. 6	BOQ	205-213



NOTICE INVITING TENDER (NIT)
(e-Tender)

1.1 GENERAL

1.1.1 Name of Work:

National High Speed Rail Corporation Ltd. (NHSRCL) invites online open e-tenders from eligible applicants, who fulfil qualification criteria as stipulated in Clause 1.1.3 of NIT, for the work of "Cutting and handing over of trees on govt. land, cutting and auction of trees on private land, transplantation of standing trees, and new plantation in Dahanu & Talasari Taluka of Palghar district for Mumbai Ahmedabad High Speed Railway Project of NHSRCL".

The brief scope of the work is provided in Clause A1 of ITT (Volume-1) and Employer's Requirement-Functional (Volume-3).

1.1.2 Key details:

Approximate cost of work	INR 1,25,38,582/- (Rupees One Crore Twenty Five Lakhs Thirty Eight Thousand Five hundred Eighty Two only) (including 18% GST)
Tender Security	<p>Amount of Tender Security: - INR INR 2,78,300/- [Rupees Two Lakh Seventy Eight Thousand Three Hundred only]</p> <p>Validity of Tender Security in case of BG/ FDR/ TDR: [45 days beyond bid validity].</p> <p>Tender Security (in original) as per clause C18 of ITT shall be accepted.</p> <p>In case of EMD submitted by DD/Pay order, hard copies of the original DD/Pay order must be received to the office of CPM Palghar only before the date & time as mentioned in the NIT "last date for bid submission",</p> <p>In case of RTGS/NEFT/IMPS transactions, bidders shall upload the scanned copies of transaction of payment of tender security/ EMD including e-receipt (clearly indicating UTR No. and tender reference i.e. NHSRCL/CPM(Civil)/Palghar/22-23/06 must be entered in remarks at the time of online transaction of payment, failing which payment may not be considered) to be uploaded in online bid submission. The detail of bank account of NHSRCL is mentioned below this table.</p> <p><u>Note: Bidders to note that the payment of tender security shall be made from the account of bidder only. However, in case of JV/ Consortium, the tender security can either be paid from JV/Consortium account or one of the constituent member of JV/Consortium.</u></p> <p><u>If tender security has been made from other than the account mentioned above, same shall not be accepted and all such bids shall be considered ineligible and summarily rejected.</u></p> <p>For further details, clause C18 of ITT may be referred.</p>
Completion period of the Work	15 Months
Tender documents on sale	Tender Documents can be downloaded from CPP Portal https://etenders.gov.in/eprocure/app From 30 July 2022(from 15:00 hrs) to 24 Aug 2022 (upto 15:00 hrs).



	Bids can be submitted on the downloaded document along with a separate demand draft/ Pay order of INR 11,800 towards the cost of Tender documents at the time of submission of Bid, in a separate envelope marked "Cost of Tender documents", failing which the offer is liable to be summarily rejected.
Cost of Tender documents	INR 11,800/- (inclusive of 18% GST) Non- Refundable (This amount should be paid in the form of Pay RTGS/NEFT/IMPS/Order/Demand Draft in favour of M/s National High Speed Rail Corporation Limited payable at Palghar, Maharashtra. The bidders are required to submit proof of transaction of payment of tender document cost such as e-receipt (clearly indicating UTR No.& tender reference) along with the bid. (Copy of GST registration no. to be provided along with Tender document cost/ tender fee)
Last date of Seeking Clarifications	11.08.2022 upto 11:00 hrs. Queries/clarifications from bidders after due date and time shall not be acknowledged.
Pre-bid Meeting Date & Place	09.08.2022 at 15:00 hrs. (Online meeting on Zoom) (Interested candidate can submit their request for meeting by e-mail to the Authority, along with their tender cost submission proof i.e. scanned copy of transaction/MSME certificate etc)
Last date of issuing addendum	13.08.2022
Date & time of Submission of Tender online	Tender submission start date: 16.08.2022 from 11:00 hrs Tender submission end date: 23.08.2022 upto 15:00 hrs
Date & time of Opening of Tender online	24.08.2022 at 15:00 hrs
• Authority for seeking clarifications	<i>Chief Project Manager, Palghar</i> <i>National High Speed Rail Corporation Ltd</i> <i>102, Adinath Villa, Opposite of Tashi's Hotel, Vagulsar, Mahim Road, Palghar, Pin: 401404, Maharashtra</i> <i>e-mail: cpmpalghar@nhsrcl.in</i>

To facilitate payment of Tender Fee and Tender Security through RTGS, NEFT & IMPS, the details of bank account of NHSRCL is mentioned below:

Name of Bank	Bank's Address	Account Name & No.	Account Type	IFSC Code
HDFC Bank Limited	209-214, Kailash Building, 26, Kasturba Gandhi Marg, New Delhi-110001	57500000079852	Current	HDFC0000003



1.1.3 QUALIFICATION CRITERIA:

1.1.3.1 Eligible Applicants:

- i. The tenders for this contract will be considered only from those tenderers (proprietorship firms, partnerships firms, companies, corporations, consortia or joint ventures) who meet requisite eligibility criteria prescribed in the sub-clauses of Clause 1.1.3 of NIT. In the case of a JV or Consortium, all members of the Group shall be jointly and severally liable for the performance of whole contract.
- ii. (a) The eligible nationality of the tenderer(s) shall be (i) India in the case of the Tenderer and (ii) All countries and areas in the case of the sub-contractor(s). A non-Indian firm is permitted to tender only in a joint venture or consortium arrangement with any other Indian firm having minimum participation interest of 26% or their wholly owned Indian subsidiary registered in India under Companies Act-1956 with minimum 26% participation.
(b) A tenderer shall submit only one bid in the same tendering process, either individually as a tenderer or as a partner of a JV/Consortium. A tenderer who submits or participates in, more than one bid will cause all of the proposals in which the tenderer has participated to be disqualified. No tenderer can be a subcontractor while submitting a bid individually or as a partner of a JV/Consortium/Association in the same bidding process.
- iii. A tenderer, if acting in the capacity of subcontractor in any bid, may participate in more than one bid, but only in that capacity.
- iv. Tenderers shall not have a conflict of interest. All Tenderers found to have a conflict of interest shall be disqualified. Tenderers shall be considered to have a conflict of interest with one or more parties in this bidding process, if:
 - (a) a tenderer has been engaged by the Employer to provide consulting services for the preparation related to procurement for / on implementation of the project;
 - (b) a tenderer is any associates/affiliates (inclusive of parent firms) mentioned in subparagraph (a) above; or
 - (c) a tenderer lends, or temporarily seconds its personnel to firms or organisations which are engaged in consulting services for the preparation related to procurement for / on implementation of the project, if the personnel would be involved in any capacity on the same project.
- v. (a) NHSRCL/Ministry of Railways along with any of their attached and subordinate offices/ Any metro rail organizations in India (owned by Govt.)/ Order of Ministry of Commerce applicable for all Ministries must not have banned business with the tenderer (including any member in case of JV/consortium) as on the date of tender submission. The tenderer should submit undertaking to this effect in **Appendix-19** of Form of Tender.
(b) Also no contract of the tenderer executed either individually or in a JV/Consortium, should have been rescinded / terminated by NHSRCL/Ministry of Railways along with any of their attached and subordinate offices/ Any metro rail organizations in India (owned by Govt.) after award during last 03 years (from the last day of the previous month of tender submission) due to non-performance of the tenderer or any of JV/Consortium members. The tenderer should submit undertaking to this effect in **Appendix- 19** of Form of Tender. Non-performance, which is basically termination of the Contract as decided by the Employer, shall include all Contracts where non-performance was not challenged by the Contractor, including through referral to the dispute resolution mechanism under the respective Contract or by written representation/ appeal to the Employer or in any appropriate court.
(c) If the Tenderer or any of the constituent 'substantial member(s)' of JV/Consortium does not meet the criteria stated in the **Appendix-19**, the tenderer including the constituent 'substantial member(s)' of JV/Consortium shall be considered ineligible for participation in tender process and they shall be considered ineligible applicants in terms of Clause 1.1.3.1 of NIT.



- (d) If there is any misrepresentation of facts with regards to undertaking submitted vide Appendix-19, the same will be considered as “fraudulent practice” under Clause 4.33.1 (a) (ii) of GCC and the tender submission of such tenderers will be rejected besides taking further action as per Clause 4.33.1 (b) & 13.2.1 of GCC.
- vi. Tenderer (any member in case of JV/consortium) must not have suffered bankruptcy/insolvency during the last 5 years or it is in the process of winding-up or there is a case of insolvency pending before any Court on the deadline of submission of bids. The tenderer should submit undertaking to this effect in **Appendix-20** of Form of Tender.
- vii. **LEAD PARTNER/ NON SUBSTANTIAL PARTNERS/ CHANGE IN JV/ CONSORTIUM**
- a. Lead partner must be a substantial partner in the JV/Consortium and **it should have a minimum of 40% participation in JV/Consortium**. A substantial partner shall be having minimum of 26% participation in JV/Consortium. **Each substantial partner** in case of JV/Consortium shall have experience of executing at least one “similar work” of minimum 30% of NIT value in last 07 years.
- b. **Each non-substantial partner should have a minimum of 20% participation in the JV/Consortium**. Partners having less than 26% participation will be termed as non- substantial partner and will not be considered for evaluation which means that their financial soundness and work experience shall not be considered for evaluation of JV/Consortium. In the tender for Civil / Electrical / Signalling / Tracks & Other System Work**, a Joint Venture / Consortium to qualify, each of its non-substantial Partner must have experience of executing at least one Civil / Electrical / Signalling / Tracks & Other System Work** of minimum 20% of NIT value in last 07 years. **Strike whichever are not applicable”. The tenderer shall submit details of above works in the Performa of **Appendix-17 & 17A** of FOT etc. as per Notes b), c), d) & g) of Clause 1.1.3.2.A of NIT.
- c. In case of JV/Consortium, change in constitution or percentage participation shall not be permitted at any stage after their submission of bids. In case of changes during tendering stage, the bid shall be treated as non –responsive.
- d. The tenderer, in case of JV/Consortium, shall clearly and unambiguously define the role and responsibilities for each substantial/non-substantial partner in the JV agreement/ MOU submitted vide foot note (d) of Appendix 6 of Form of Tender, providing clearly that any abrogation/subsequent re-assignment of any responsibility by any substantive/non-substantive partner of JV/Consortium in favour of other JV/Consortium partner or any change in constitution of partners of JV/Consortium (without written approval of Employer) from the one given in JV agreement /MOU at tender stage, will be treated, as ‘breach of contract condition’ and/or ‘concealment of facts’ (as the case may be), vide GCC clause 4.33.1 [a (ii) and (iii)] and acted accordingly.
- e. The Employer in such cases, may in its sole discretion take action under clause 4.33.1 (b) of GCC against any member(s) for failure in tenderer’s obligation and declare that member(s) of JV/Consortium ineligible for award of any tender in NHSRCL or take action to terminate the contract in part or whole under clause 13 of GCC as the situation may demand and recover the cost/damages as provided in contract.
- viii. **Participation by Subsidiary Company / Parent Company with credential of other Company**
- a. Applicant in the capacity of a Subsidiary Company as a single entity is not permitted to use the credential of its Parent Company and/or its Sister Subsidiary Company/ Companies unless the Applicant participates in tender as JV/Consortium with its Parent Company and/or its Sister Subsidiary Company/ Companies as a member(s) in JV with minimum 26% participation each (as substantial member) for such member(s).
- b. Applicant in the capacity of a Parent Company as a single entity is not permitted to use the credential of its Subsidiary Company/ Companies unless the Applicant participates in tender as JV/Consortium with its Subsidiary Company/ Companies as a member(s) in JV with minimum 26% participation each (as substantial member) for such member(s).



ix. Purchase Preference to Local Suppliers/Preference to Make In India:**a) Definitions:**

- i. 'Local content' means the amount of value added in India which shall be the total value of the item procured (excluding net domestic indirect taxes) minus the value of imported content in the item (including all custom duties) as a proportion of the total value, in percent. Minimum local content shall be **50%** for the subject tender.
- ii. 'Local Supplier' means a supplier or service provider whose product or service offered for procurement meets the minimum local content as prescribed at sr. no. i. above.
- iii. 'L1' means the lowest tender or lowest bid received in a tender, bidding process or other procurement solicitation as adjudged in the evaluation process as per the tender or other procurement solicitation.
- iv. 'Margin of purchase preference' means the maximum extent to which the price quoted by a local supplier may be above the L1 for the purpose of purchase preference. Margin of purchase preference shall be **20%** for the subject tender.

b) Procedure for Purchase Preference in procurement of goods or works which are divisible in nature: NOT APPLICABLE FOR THE SUBJECT TENDER

- i. Among all qualified bids, the lowest bid will be termed as L1. If L1 is from a local supplier, the contract for full quantity will be awarded to L1.
- ii. If L1 bid is not from a local supplier, 50% of the order quantity shall be awarded to L1. Thereafter, the lowest bidder among the local suppliers, will be invited to match the L1 price for the remaining 50% quantity subject to the local supplier's quoted price falling within the margin of purchase preference, and contract for that quantity shall be awarded to such local supplier subject to matching the L1 price.
- iii. In case such lowest eligible local supplier fails to match the L1 price or accepts less than the offered quantity, the next higher local supplier within the margin of purchase preference shall be invited to match the L1 price for remaining quantity and so on, and contract shall be awarded accordingly.
- iv. In case some quantity is still left uncovered on local suppliers, then such balance quantity may also be ordered on the L1 bidder.

c) Procedure for Purchase Preference in procurement of goods or works which are not divisible in nature and in procurement of services where the bid is evaluated on price alone: APPLICABLE FOR THE SUBJECT TENDER.

- i. Among all qualified bids, the lowest bid will be termed as L1. If L1 is from a local supplier, the contract will be awarded to L1.
- ii. If L1 is not from a local supplier, the lowest bidder among the local suppliers, will be invited to match the L1 price subject to local supplier's quoted price falling within the margin of purchase preference, and the contract shall be awarded to such local supplier subject to matching the L1 price.
- iii. In case such lowest eligible local supplier fails to match the L1 price, the local supplier with the next higher bid within the margin of purchase preference shall be invited to match the L1 price and so on and contract shall be awarded accordingly.
- iv. In case none of the local suppliers within the margin of purchase preference matches the L1 price, then the contract may be awarded to the L1 bidder.

d) Minimum local content and verification of local content:

- i. The local supplier at the time of tender shall be required to provide self-certification that the item offered meets the minimum local content and shall give details of the location(s) at which the local value addition is made.
- ii. In case of procurement for a value in excess of Rs. 10 crores, the local supplier shall be required to provide a certificate from the statutory auditor or cost auditor



of the company or from a practicing cost accountant or practicing chartered accountant giving the percentage of local content after completion of works to the Engineer.

- iii. If any false declaration regarding local content is found, the company shall be debarred for a period of three years from participating in tenders of NHSRCL.
- iv. Supplier/bidder shall give the details of the local content in a format attached as **Appendix-22 and Appendix-23** of FOT duly filled to be uploaded along with the technical bid. In case, bidder do not upload **Appendix-22 and Appendix-23** of FOT duly filled along with their technical bid, local content shall be considered as 'Nil' in tender evaluation.

e) Complaints relating to implementation of Purchase Preference

Fees for such complaints shall be Rs. 2 Lakh or 1% of the value of the local item being procured (subject to maximum of Rs. 5 Lakh), whichever is higher. In case the complaint is found to be incorrect, the complaint fee shall be forfeited. In case, the complaint is upheld and found to be substantially correct, deposited fee of the complainant would be refunded without any interest.

x. Public Procurement Policy for Micro and Small Enterprises (MSEs):

- a) Procurement Preference to Micro and Small Enterprises (MSEs) as admissible under Government's existing policy on the date of opening of bid shall be applicable to Micro and Small Enterprises (MSEs) registered with any statutory bodies specified by Ministry of Micro, Small & Medium Enterprises having Udyog Aadhaar Memoranda shall also be given all benefits under Public Procurement Policy Order 2012.
- b) The bidders shall submit photocopy of current and valid MSEs registration certificate inclusive of all the pages showing the category of entrepreneur – whether the registered firm is owned by General or SC/ST entrepreneurs, monetary limit of their registration for the items tendered to avail the benefits under the policy. The MSEs shall also submit a copy of "Entrepreneur's Memorandum (Part – II)" of the concerned District Centre where the unit is established. The MSEs must also indicate the terminal validity date of their registration.
- c) Such MSE registered firms shall be exempted from payment of Tender document cost and payment of Tender Security.
- d) Definition of MSEs owned by SC/ST is as given below:
 - i. In case of proprietary MSE, proprietor(s) shall be SC/ST.
 - ii. In case of partnership MSE, the SC/ST partners shall be holding at least 51% shares in the unit.
 - iii. In case of Private Limited Companies, at least 51% share shall be held by SC/ST promoters.
- e) All bidders registered under Micro and Small Enterprises (MSEs) shall have to satisfy the eligibility criteria at par with other bidders. There shall not be any relaxation in eligibility criteria/bidding process or other bid requirement and L1 price.
- f) If lowest valid bidder is non-MSE firm, then in such a case purchase preference facility shall not be applicable in the bid as quantity cannot be split. The total quantity shall be offered to the lowest valid bidder irrespective of their registration status and the benefit to MSEs shall be limited to exemption from cost of tender document and tender security only.
- g) The above facilities shall not be applicable for the items for which they are not registered.
- h) The above facility shall be applicable only in case of single entity or all member in JV/Consortium are registered and eligible MSEs.

xi. Startup India:



- a) All Startups (whether Micro & Small Enterprises or otherwise) are exempted from cost of Tender document and Tender security.
- b) Definition of Startup:
Startup means an entity recognised as Startup by Department of Industrial Policy and Promotions (DIPP), Ministry of Commerce and Industries, Govt. of India.
- c) The above facility shall be applicable only in case of single entity or all member in JV/Consortium are registered and eligible Startups.

1.1.3.2 Minimum Eligibility Criteria:

- A. Work Experience:** The tenderers will be qualified only if they have substantially completed work(s)**, completion date(s) of which falling during last seven years ending last day of the month previous to the month of tender submission as given below:
- (i) At least one "similar work" * of value of INR 1,06,96,592/- or more.
OR
 - (ii) Two "similar works" *each of value of INR 71,31,062/- or more.
OR
 - (iii) Three "similar works" *each of value of INR 53,48,296/- or more.

*The "Similar works" for this contract shall be "**Cutting of trees**".

** Substantially completed means where 80% payment of the contract value has been received

The above values are of excluding GST. The work experience submitted by the vendors are must indicate the value of work and value of GST separately. In case of many type works done in the contract, value of above "similar works" are to be mentioned and to be submitted with proper backup documents.

- If the tenderer is a JV/Consortium having foreign partner(s) and above work(s) have been executed by the foreign partner of JV and the work(s) were done in the country of the foreign partner, then in addition to this the foreign partner must have executed works (which need not be similar in nature) of total put together of value INR 53,48,296/- or more outside the country of the foreign partner.

Notes:

- a) Work experience of only substantial partner (partner with share of 26% or more in the JV / Consortium) shall be considered for evaluating of JV/Consortium.
- b) The tenderer shall submit details of works executed by them in the Performa of **Appendix-17 & 17A** of FOT for the works to be considered for qualification of work experience criteria. Documentary proof of completion certificates from client clearly indicating the nature/scope of work, actual completion cost and actual date of completion for such work should be submitted. **The offers submitted without this documentary proof shall not be evaluated.** In case the work is executed for private client, copy of work order, bill of quantities, bill wise details of payment received certified by C.A., T.D.S certificates for all payments received and copy of final/last bill paid by client shall also be submitted.
- c) Value of substantially completed portion of any ongoing work up to last day of the month previous to the month of tender submission will also be considered for qualification of work experience criteria.
- d) For completed works, value of work done shall be updated to last day of the month previous to the month of tender submission price level assuming 3% inflation for Indian Rupees every year. The exchange rate of foreign currency shall be applicable as on the date of contract award.
- e) In case of Joint venture / consortium, full value of the work, if done by the same joint



venture shall be considered. If the qualifying work(s) were done by them in JV/consortium having different constituents, then the value of work as per their percentage participation in such JV/Consortium shall be considered.

- f) If the above work(s) comprise(s) other works also, then details clearly indicating the amount of work done in respect of the "similar work" shall be furnished by the tenderer in support of work experience along-with their tender submissions.
- g) Only work experience certificate having stamp of Name and Designation of officer along with the Name of client shall be considered for evaluation. However, if any work experience certificate has been issued prior to 01.07.2019, same shall be considered for evaluation even if it is not stamped.
- h) In case of any concealment or misrepresentation of facts, appropriate action(s) in accordance with Tender Conditions and "Suspension/ Banning Policy, May 2020" of NHSRCL shall be taken. The copy of "Suspension/Banning Policy, May 2020" of NHSRCL can be downloaded from tender section of NHSRCL website i.e. www.nhsrcl.in. **Error! Hyperlink reference not valid.**

B. Financial Standing: The tenderers will be qualified only if they have minimum financial capabilities as below:

- (i) **T1 – Liquidity:** It is necessary that the firm can withstand cash flow that the contract will require until payments received from the Employer. Liquidity therefore becomes an important consideration.

This shall be seen from the balance sheets and/or from the banking reference. Net current assets and/or documents including banking reference (as per proforma given in **Annexure-8 of ITT**), should show that the applicant has access to or has available liquid assets, lines of credit and other financial means to meet cash flow of **INR 20,37,446/-** for this contract, net of applicant's commitments for other Contracts. Banking reference should contain in clear terms the amount that bank will be in a position to lend for this work to the applicant/member of the Joint Venture/ Consortium. In case the Net Current Assets are negative, only the Banking references will be considered. Otherwise the aggregate of the Net Current Assets and submitted Banking references will be considered for working out the Liquidity.

The banking reference should be from a Scheduled Bank in India or (in case of foreign parties) from an international bank of repute acceptable to NHSRCL and it should not be more than 3 months old as on date of submission of bids.

In Case of JV/Consortium - Requirement of liquidity is to be distributed between members as per their percentage participation and every member should satisfy the minimum requirement.

Example: Let member-1 has percentage participation=M and member-2 has percentage participation=N.

If minimum liquidity required is 'W' then liquidity of member-1 $\geq \frac{W M}{100}$

and liquidity of member-2 $\geq \frac{W N}{100}$.

- (ii) **T2 - Profitability:** Profit before Tax should be Positive in at least 03 years, out of the last five audited financial years.

In Case of JV/Consortium: The profitability of only lead member shall be evaluated.

- (iii) **T3 - Net Worth:** Net Worth of tenderer during last audited financial year should be **Positive**

In Case of JV/Consortium - Net worth of each member shall be positive.

- (iv) **T4 - Annual Turnover:** The average annual turnover from construction of last five financial years should be **> INR 53,48,296/-**

will be based on percentage participation of each member.

Example: Let Member-1 has percentage participation = M and Member-2 has =N.



Let the average annual turnover of Member-1 is 'A' and that of Member-2 is 'B', then the average annual turnover of JV will be= $(AM+BN)/100$

Notes:

- a) Financial data for latest last five audited financial years has to be submitted by the tenderer in **Appendix-18 of FOT** duly certified by Chartered Accountant/ Company Auditor/Statutory Auditor with his stamp and signature in original with membership number and firm registration number. All the documents or certifications which are provided by CA, must contain UDIN thereon and the particulars of certifications must be same as mentioned on document/certification and submitted to ICAI on its website which can be verified online on <https://udin.icai.org/search-udin>. In case the financial data of the last financial year is not made available by the bidder, he has to submit an affidavit certifying that 'the balance sheet has actually not been audited so far'. In such a case the financial data of previous '4' audited financial years will be taken into consideration for evaluation. If certified financial data of any year other than the last year is not submitted, the tender may be considered as non-responsive.
- b) Where a work is undertaken by a JV/Consortium, only that portion of the contract which is undertaken by the concerned applicant/member should be indicated and the remaining done by the other members of the group be excluded. This is to be substantiated with documentary evidence.
- c) For construction turnover or financial data required for each year - Exchange rate for foreign currency shall be as prevailing on the last day of the respective year.

1.1.3.3 Bid Capacity Criteria:

Bid Capacity: The tenderers will be qualified only if their available bid capacity is more than the approximate cost of work as per NIT. Available bid capacity will be calculated based on the following formula:

$$\text{Available Bid Capacity} = 2 * A * N - B$$

Where,

A = Maximum of the value of construction works executed in any one year during the last five financial years (updated to last day of the month previous to the month of tender submission price level assuming 3% inflation for Indian Rupees every year).

N = No. of years prescribed for completion of the work

B = Value of existing commitments (as on last day of the month previous to the month of tender submission) for on-going construction works during period of **15 Months** w.e.f. from the first day of the month of tender submission.

Notes:

- a) Financial data for latest last five financial years has to be submitted by the tenderer in **Appendix-15** of FOT duly certified by Chartered Accountant/Company Auditor/ Statutory Auditor with his stamp and signature in original with membership number and firm registration number. All the documents or certifications which are provided by CA, must contain UDIN thereon and the particulars of certifications must be same as mentioned on document/ certification and submitted to ICAI on its website which can be verified online on <https://udin.icai.org/search-udin>.
- b) Value of existing commitments for on-going construction works during period of **15 Months/** w.e.f. from the first day of the month of tender submission has to be submitted by the tenderer in **Appendix-16** of FOT. These data shall be certified by the Chartered Accountant/Company Auditor/Statutory Auditor with his stamp and signature in original with membership number and firm registration number. All the documents or certifications which are provided by CA, must contain UDIN thereon and the particulars of certifications must be same as mentioned on document/ certification and submitted to ICAI on its website which can be verified online on <https://udin.icai.org/search-udin>.
- c) In the case of a JV/Consortium, the above formula will be applied to each member to the extent of his proposed participation in the execution of the work. If the proposed %



participation is not mentioned then equal participation will be assumed.

Example for calculation of bid capacity in case of JV / Consortium / Group

Suppose there are 'P' and 'Q' members of the JV/ Consortium/ Group with their participation in the JV / Consortium / Group as 70% and 30% respectively and available bid capacity of these members as per above formula individually works out 'X' and 'Y' respectively, then Bid Capacity of JV / Consortium / Group shall be as under:

Bid Capacity of the JV / Consortium / Group = **0.7X + 0.3Y**

1.1.3.4 The tender submission of tenderers, who do not qualify the minimum eligibility criteria & bid capacity criteria stipulated in the clauses 1.1.3.2 to 1.1.3.3 above, shall not be considered for further evaluation and therefore rejected. The mere fact that the tenderer is qualified as mentioned in sub clause 1.1.3.2 to 1.1.3.3 shall not imply that his bid shall automatically be accepted. The same should contain all technical data as required for consideration of tender prescribed in the ITT.

1.1.4 Contents of Tender documents

[may be modified as per requirement]

Volume 1

- Notice Inviting Tender
- Instructions to Tenderers (including Annexures)
- Form of Tender (including Appendices)

Volume 2

- General Conditions of Contracts
- Particular Conditions of Contract (including Schedules)
- Condition of Contract on Safety & Health and Environment

Volume 3

- *Employer's Requirement – General*
- *Employer's Requirement – Functional*
- *Employer's Requirement – Design - Deleted*
- *Employer's Requirement – Construction - Deleted*
- *Employer's Requirement – Appendices - Deleted*

Volume 4

- *Outline Design Specifications - Deleted*
- *Outline Construction Specifications for Civil Works- Deleted*

Volume 5

- *Tender Drawings - Deleted*

Volume 6

- *Bill of Quantities*

Volume 7

- *Reference Information/Document such as Geotechnical Investigation Report - Deleted*

1.1.5 The contract shall be governed by the documents listed in Para 1.1.4 above.

1.1.6 The tenderers may obtain further information/ clarification, if any, in respect of these tender documents from the office of **Chief Project Manager (CPM)**, National High Speed Rail Corporation Limited, 102, Adinath Villa, Opposite of Taashi's Hotel, Vagulsar, Mahim Road, Palghar - 401404, India.

1.1.7 All tenderers are hereby cautioned that tenders containing any material deviation or reservations as described in Clause E 4.0 of "Instructions to Tenderers" shall be considered as non-responsive and is liable to be rejected.

1.1.8 The bid must be signed by authorized signatory of intending tenderer, as per Power of Attorney



(POA).

- 1.1.9 Tender submissions shall be done in accordance with ITT Clause D.
- 1.1.10 Submission of Tenders shall be closed on at the date & time of submission prescribed in NIT after which no tender shall be accepted.
- It shall be the responsibility of the bidder / tenderer to ensure that his tender is submitted before the deadline of submission. NHSRCL will not be responsible for non-receipt of tender documents due to any delay and/or loss etc.
- 1.1.11 Tenders shall be valid for a period of 90 days (both days inclusive i.e. the date of submission of tenders and the last date of period of validity of the tender) from the date of submission of Tenders and shall be accompanied with a tender security of the requisite amount as per clause C18 of ITT.
- 1.1.12 NHSRCL reserves the right to accept or reject any or all proposals without assigning any reasons. No tenderer shall have any cause of action or claim against the NHSRCL for rejection of his proposal.
- 1.1.13 Tenderers are advised to keep in touch with NHSRCL website and CPP portal <https://etenders.gov.in/eprocure/app> for updates
- 1.1.14 For any complaints, tenderers may contact Chief Project Manger (Civil) Palghar.
- 1.1.15 Courts in MUMBAI alone shall have the jurisdiction to entertain any application or other proceedings in accordance with Laws of India in respect of anything arising under this Bid.

Chief Project Manager (CPM), Palghar.
NHSRCL

