



## **NATIONAL HIGH SPEED RAIL CORPORATION LIMITED**

**“Providing services of photocopy, printing, binding of reports and allied work for office of Chief Project Manager / Vadodara, National High Speed Rail Corporation Limited project office, 3rd Floor, Productivity House, Productivity Road, Alkapuri, Vadodara.”**

**CONTRACT PACKAGE NO: NHSRCL/BRC/2022/18**

### **TENDER DOCUMENTS**

**(Single Stage Two Packet Bid)**

### **VOLUME 1**

**NOTICE INVITING TENDER (NIT)**

**INSTRUCTIONS TO TENDERER (ITT)**

**FORM OF TENDER (FOT)**

**NATIONAL HIGH SPEED RAIL CORPORATION LTD.**

**3rd Floor, Productivity House, Productivity Road,**

**Alkapuri, Vadodara – 390007.**



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## Notice Inviting Tender

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**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 **“Providing services of photocopy, printing, binding of reports and allied work for office of Chief Project Manager / Vadodara, National High Speed Rail Corporation Limited project office, 3rd Floor, Productivity House, Productivity Road, Alkapuri, Vadodara.”** 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:**

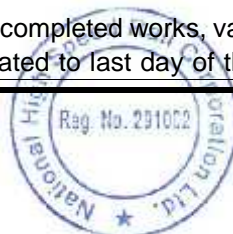
Approximate cost of work	INR 45,57,725.40/-
Tender Security	<p>Amount of Tender Security: - INR 91,155.00</p> <p>Validity of Tender Security in case of BG/ FDR/ TDR: 23.02.2023</p> <p>Tender Security (in original) as per clause C18 of ITT shall be accepted only up to 10.10.2022 (latest by 1500 hrs) in the office of Chief Project Manager, Vadodara at the address mentioned hereinafter.</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/BRC/2022/18 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><b><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></b></p> <p><b><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></b></p> <p>For further details, clause C18 of ITT may be referred.</p>
Completion period of the Work	36 months
Tender documents on sale	<p>From 01.10.2022 (from 17:55 hrs) to 10.10.2022 (upto 15:00 hrs) on e-tendering website <a href="https://etenders.gov.in/eprocure/app">https://etenders.gov.in/eprocure/app</a>.</p> <p>Tender document can only be obtained online after registration of tenderer on the website</p>



	https://etenders.gov.in/etenders/app. For further information in this regard bidders are advised to contact on no: +0265-2600 000 Ext:718.
Cost of Tender documents	<p>INR 5,900/- (inclusive of 18% GST) Non- Refundable (Payment of tender document cost/tender fee is to be made only by RTGS/NEFT/IMPS. No other mode of payment will be accepted. The details of bank account of NHSRCL are mentioned below. The bidders are required to upload scanned copies of transaction of payment of tender document cost/tender fee including e-receipt (clearly indicating UTR No. and tender reference i.e. NHSRCL/BRC/2022/18 must be entered in remarks at the time of online transaction of payment, failing which payment may not be considered) at the time of online bid submission.</p> <p><b>(Copy of GST registration no. to be provided along with Tender document cost/ tender fee)</b></p>
Last date of Seeking Clarifications	<p>04.10.2022 upto 17:00 hrs. Queries/clarifications from bidders after due date and time shall not be acknowledged.</p>
Pre-bid Meeting	04.10.2022 at 11:00 hrs.
Last date of issuing addendum	06.10.2022
Date & time of Submission of Tender online	<p>Tender submission start date: 03.10.2022 @ 09:00 Hrs. Tender submission end date: 10.10.2022 @ 15:00 Hrs.</p>
Date & time of Opening of Tender online	11.10.2022 at 15:30 Hrs.
) Authority for seeking clarifications	<p>Chief Project Manager 3rd Floor, Productivity House, Productivity Road, Alkapuri, Vadodara – 390007 Email id: - <a href="mailto:cpmbrc@nhsrcl.in">cpmbrc@nhsrcl.in</a></p>
) Place of pre-bid meeting	<p>The meeting will be conducting online video conferencing, the link for the meeting will be issued on the request of the prospective bidder. The request for the meeting link shall be sent to the Email id: mgrcontract1.brc@nhsrcl.in</p>
<p><b>Minimum Eligibility Criteria:</b> <b>A. Work Experience :</b> also refer clause 1.1.3.2.</p>	<p><b>A. Work Experience:</b> 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:</p> <p>(i) At least one “similar work” * of value of INR 27,34,635 or more.</p> <p>OR</p>



	<p>(ii) Two “similar works” *each of value of INR 18,23,090 or more.</p> <p>OR</p> <p>(iii) Three “similar works” *each of value of INR 13,67,318 or more.</p> <p><u>*The “Similar works” for this contract shall be “Providing services like photocopy/ scanning/ printing/ spiral binding etc.”</u></p> <p><u>** Substantially completed means where 80% payment of the contract value has been received</u></p> <p>J) 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 <b>13,67,318</b> or more outside the country of the foreign partner.</p> <p><b>Notes:</b></p> <p>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.</p> <p>b) <b><u>The tenderer shall submit details of works executed by them in the Performa of Appendix-17 &amp; 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.</u></b></p> <p>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.</p> <p>d) For completed works, value of work done shall be updated to last day of the month previous to the</p>
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	<p>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.</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>h) In case of any concealment or misrepresentation of facts, appropriate action(s) in accordance with Tender Conditions and “Suspension/ Banning Policy, June 2020” of NHSRCL shall be taken. The copy of “Suspension/Banning Policy, June 2020” of NHSRCL can be downloaded from tender section of NHSRCL website i.e. <a href="http://www.nhsrcl.in">www.nhsrcl.in</a></p>
<p><b>Minimum Eligibility Criteria:</b></p> <p><b>B. Financial Standing (Appendix 18) :</b> also refer clause 1.1.3.2.</p>	<p><b>B. Financial Standing (Appendix 18):</b> The tenderers will be qualified only if they have minimum financial capabilities as below:</p> <p>(i) <b>Annual Turnover:</b> The average annual turnover of last five financial years should be &gt; <b>INR 13,67,318</b> The average annual turnover of JV/ Consortium will be based on percentage participation of each member.</p> <p><u>Example:</u> 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= <math>(AM+BN)/100</math></p> <p><b>Notes:</b></p> <p>a) <b><u>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</u></b></p>



	<p><b><u>signature in original with membership number and firm registration number.</u> All the documents or certifications which are provided by CA, must contain UDIN thereon, which can be verified online on <a href="https://udin.icai.org/search-udin">https://udin.icai.org/search-udin</a>. 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>Certification of CA should be on or after tender publishing date or after completion of last financial year.</b></b></p> <p><b>b)</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.</p> <p><b>c)</b> 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.</p> <p><b>d)</b> <b>The years mentioned in the table (Appendix - 18) are indicative only. Financial Data (updated as per Note 6) for latest last 5 (Five) audited financial years shall be considered for evaluation. In case 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' The affidavit should be current or after publishing NIT date. In such a case the financial data of previous '4' audited financial years will be taken into consideration for evaluation. If data of any year other than the last year is not submitted, the tender will be considered as non-responsive.</b></p>
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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
<i>HDFC Bank Limited</i>	<i>209-214, Kailash Building, 26, Kasturba Gandhi Marg, New Delhi-110001</i>	57500000079852	Current	HDFC0000003



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**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 organizations 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, a Joint Venture / Consortium to qualify, each of its non-substantial Partner must have experience of executing at least one Civil of minimum 20% of NIT value in last 07 years. 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) <Deleted>**

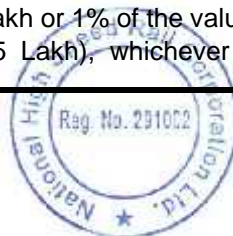
**c) <Deleted>**

**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. *<Deleted>*
- 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.
- i) Micro & Small Enterprises (MSEs) registered with National Small Industries Corporation (NSIC) and having single point registration are exempt from payment of EMD and Tender Fee to the extent of Monetary Limit stated in their Registration Certificate. In case the bid value exceeds the monetary limit, the bidder shall furnish EMD & Tender fee for the difference. Such MSEs should also produce documentary evidence showing that the firm is registered with NSIC for the items/work tendered for. The bidder must submit certified copy of valid NSIC Registration Certificate/ Renewal Certificate. Photocopy of application for registration or for Renewal of NSIC will not acceptable.

**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 27,34,635 or more.

OR

(ii) Two "similar works" \*each of value of INR 18,23,090 or more.

OR

(iii) Three "similar works" \*each of value of INR 13,67,318 or more.

\*The "Similar works" for this contract shall be "Providing services like photocopy/ scanning/ printing/ spiral binding etc."

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

J) 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 **13,67,318** 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, June 2020” of NHSRCL shall be taken. The copy of “Suspension/Banning Policy, June 2020” of NHSRCL can be downloaded from tender section of NHSRCL website i.e. [www.nhsrcl.in](http://www.nhsrcl.in)

**B. Financial Standing (Appendix 18):** The tenderers will be qualified only if they have minimum financial capabilities as below:

- (i) **Annual Turnover:** The average annual turnover of last five financial years should be > **INR 13,67,318** The average annual turnover of JV/ Consortium 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, 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. **Certification of CA should be on or after tender publishing date or after completion of last financial year.**
- 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.
- d) **The years mentioned in the table (Appendix -18) are indicative only. Financial Data (updated as per Note 6) for latest last 5 (Five) audited financial years shall be considered for evaluation. In case 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’ The affidavit should**



**be current or after publishing NIT date. In such a case the financial data of previous '4' audited financial years will be taken into consideration for evaluation. If data of any year other than the last year is not submitted, the tender will be considered as non-responsive.**

**1.1.3.3 <Deleted>**

**1.1.3.4** The tender submission of tenderers, who do not qualify the minimum eligibility criteria stipulated in the clauses 1.1.3.2 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 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**

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)

Volume 3

- ) *Employer's Requirement – General*
- ) *Employer's Requirement – Functional*

Volume 4

- ) *<Not Applicable>*

Volume 5

- ) *<Not Applicable>*

Volume 6

- ) *Bill of Quantities*

Volume 7

- ) *<Not Applicable>*

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/Vadaodara, 3rd Floor, Productivity House, Productivity Road, Alkapuri, Vadodara – 390007.

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 intending tenderers must be registered on e-tendering portal <https://etenders.gov.in/eprocure/app>. Those who are not registered on the e-tendering portal shall be required to get registered beforehand. After registration, the tenderer will get user id and password. On login, tenderer can participate in tendering process and can witness various activities of the process.



- 1.1.9 The authorized signatory of intending tenderer, as per Power of Attorney (POA), must have valid **Class-II or Class-III digital signature**. The tender document can only be downloaded or uploaded using Class-II or Class-III digital signature. However, the tenderer shall upload their tender on <https://etenders.gov.in/eprocure/app> using class-II or class-III digital signature of the authorized signatory only.
- 1.1.10 Tender submissions shall be done online on <https://eprocure.gov.in/eprocure/app> after uploading the mandatory scanned documents towards cost of tender documents such as scanned copies of transaction of payment i.e. RTGS, NEFT & IMPS and towards Tender Security such as Bank Guarantee or Demand Draft or Pay Order or Banker's Cheque from a Scheduled commercial bank based in India or scanned copies of transaction of payment i.e. RTGS, NEFT & IMPS (and other documents as stated in the tender document). Instructions for on-line bid submission are furnished hereinafter.
- 1.1.11 Submission of Tenders shall be closed on e-tendering website of NHSRCL 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 online on e-tendering website <https://etenders.gov.in/eprocure/app> before the deadline of submission. NHSRCL will not be responsible for non-receipt of tender documents due to any delay and/or loss etc.
- 1.1.12 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.
- 1.1.13 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.
- 1.1.14 Tenderers are advised to regularly visit e-tendering portal <https://etenders.gov.in/eprocure/app> for updates.
- 1.1.15 For any complaints, tenderers may contact Chief Project Manager/Vadaodara, 3rd Floor, Productivity House, Productivity Road, Alkapuri, Vadodara – 390007.
- 1.1.16 Courts in Gujarat 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/Vadodara

NHSRCL



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### **Instructions for Online Bid Submission**

The bidders are required to submit soft copies of their bids electronically on the e-procurement portal (CPP Portal), using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the CPP Portal.

More information useful for submitting online bids on the CPP Portal may be obtained at: <https://etenders.gov.in/eprocure/app>.

#### **REGISTRATION**

- 1) Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal (URL: <https://etenders.gov.in/eprocure/app>) by clicking on the link “**Online bidder Enrolment**” on the CPP Portal which is free of charge.
- 2) As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
- 3) Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.
- 4) Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class II or Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify / nCode / eMudhra etc.), with their profile.
- 5) Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC’s to others which may lead to misuse.
- 6) Bidder then logs in to the site through the secured log-in by entering their user ID / password and the password of the DSC / e-Token.

#### **SEARCHING FOR TENDER DOCUMENTS**

- 1) There are various search options built in the CPP Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, Organization Name, Location, Date, Value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as Organization Name, Form of Contract, Location, Date, Other keywords etc. to search for a tender published on the CPP Portal.
- 2) Once the bidders have selected the tenders they are interested in, they may download the required documents / tender schedules. These tenders can be moved to the respective ‘My Tenders’ folder. This would enable the CPP Portal to intimate the bidders through SMS / e-mail in case there is any corrigendum issued to the tender document.
- 3) The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification / help from the Helpdesk.

#### **PREPARATION OF BIDS**

- 1) Bidder should take into account any corrigendum published on the tender document before submitting their bids.
- 2) Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents - including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.
- 3) Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF / XLS / RAR / DWF/JPG formats. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size





of the scanned document.

- 4) To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, GST certificate copy, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use “My Space” or “Other Important Documents” area available to them to upload such documents. These documents may be directly submitted from the “My Space” area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

#### **SUBMISSION OF BIDS**

- 1) Bidder should log into the site well in advance for bid submission so that they can upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
- 2) The Bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
- 3) Bidder has to select the payment option as “offline” to pay the tender fee / EMD as applicable and enter details of the instrument.
- 4) Bidder should prepare the EMD as per the instructions specified in the tender document. The original EMD should be posted/couriered/given in person to the concerned official, latest by the last date of bid submission or as specified in the tender documents. The details of the DD/any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise the uploaded bid will be rejected.
- 5) Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the price bid has been given as a standard BOQ format with the tender document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BOQ file, open it and complete the coloured (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BOQ file is found to be modified by the bidder, the bid shall be rejected.
- 6) The server time (which is displayed on the bidders’ dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.
- 7) All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The confidentiality of the bids is maintained using the secured Socket Layer 128 bit encryption technology. Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid openers public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 8) The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 9) Upon the successful and timely submission of bids (i.e. after Clicking “Freeze Bid Submission” in the portal), the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.
- 10) The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.



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**ASSISTANCE TO BIDDERS**

- 1) Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.
- 2) Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk.
- 3) For any Technical queries related to Operation of the Central Public Procurement Portal Contact at:  
Tel: The 24 x 7 Help Desk Number 0120-4200 462, 0120-4001 002/5, 0120-6277 787.

E-Mail: support-eproc[at]nic[dot]in

International bidders are requested to prefix +91 as country code.



**NATIONAL HIGH SPEED RAIL CORPORATION LIMITED**

**“Providing services of photocopy, printing, binding of reports and allied work for office of Chief Project Manager / Vadodara, National High Speed Rail Corporation Limited project office, 3rd Floor, Productivity House, Productivity Road, Alkapuri, Vadodara.”**

**CONTRACT PACKAGE NO: NHSRCL/BRC/2022/18****TENDER DOCUMENTS****VOLUME 1****INSTRUCTIONS TO TENDERER (ITT)****NATIONAL HIGH SPEED RAIL CORPORATION LTD.**

3rd Floor, Productivity House, Productivity Road,  
Alkapuri, Vadodara – 390007



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**INSTRUCTIONS TO TENDERERS****A. GENERAL****A1. General Description of the work**

This contract is for the work of “**Providing services of photocopy, printing, binding of reports and allied work for office of Chief Project Manager / Vadodara, National High Speed Rail Corporation Limited project office, 3rd Floor, Productivity House, Productivity Road, Alkapuri, Vadodara.**”, Contract package no. **NHSRCL/BRC/2022/18**.

A1.1 The Scope of Work for this contract is further described in the Employer's Requirements – Functional (Volume 3).

**A2.** <Deleted>

**A3 Eligible Tenderers**

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 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.

**A4 Qualification of the Tenderer**

A4.1 The Tenderer shall submit a written power of attorney, duly notarized, authorising the signatory (ies) of the Tender to commit the tenderer along with Board Resolution confirming authority on the persons issuing the Power of Attorney for such actions. In case of partnership, consortium or joint venture, notarized Power of Attorney(s) and Board Resolution(s) for each member of the partnership, consortium or joint venture shall be submitted. In case of Foreign Partners, Power of Attorney(s) and Board Resolution confirming authority on the persons issuing the Power of Attorney for such actions shall be submitted duly notarized by the notary public of country of origin and should be either stamped by Embassy/High Commission or Member Countries of Hague convention may submit these documents with “Apostille” stamp. Also in case the documents are in foreign language the translation of the same shall be authenticated by Embassy/High Commission.

A4.2 Each Tenderer (each member in the case of joint venture or consortium) is required to confirm and declare with his Tender that no agent, middleman or any intermediary has been, or will be, engaged to provide any services, or any other item or work related to the award and performance of this Contract and declare that no agency commission or any payment which may be construed as an agency commission has been, or will be, paid and that the tender price will not include any such amount. To fulfil this requirement, the tenderer (each member in case of JV/Consortium) has to sign the declaration given as **Appendix-11** of FOT. If the Employer subsequently finds to the contrary, the Employer reserves the right to declare the Tenderer as non-compliant, and declare any Contract if already awarded to the Tenderer to be null and void.

A4.3 Canvassing or offer of an advantage or any other inducement by any person with a view to influencing acceptance of a Tender will be an offence under laws of India. Such action will result in the rejection of the Tender, in addition to other punitive measures.

**A5 One Tender per Tenderer**

A Tenderer shall submit only one bid, either individually as a tenderer or as a partner of JV/Consortium. If a tenderer who submits or participates in more than one bid, all tenders in which the tenderer has participated either as sole tenderer or member of JV/consortium shall be considered invalid.

**A6 Cost of Tendering**

The Tenderer shall bear all costs associated with the preparation and submission of his tender and the Employer will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the tender process.

#### **A7 Site Visits**

- A7.1 The Tenderer is advised to visit and examine the Site of Works and its surroundings and obtain for himself on his own responsibility all information that may be necessary for preparing the Tender and entering into a contract for the proposed work. The costs of visiting the Site shall be borne by the Tenderer. It shall be deemed that the Contractor has undertaken a visit to the Site of Works and is aware of the site conditions prior to the submission of the tender documents.
- A7.2 The Tenderer and any of his personnel will be granted permission by the Employer to enter upon his premises and lands for the purpose of such inspection, but only upon the express condition that the Tenderer, and his personnel, will release and indemnify the Employer and his personnel from and against all liability in respect thereof and will be responsible for death or personal injury, loss of or damage to property and any other loss, damage, costs and expenses incurred as a result of the inspection.
- A7.3. The Tenderer shall note General Conditions of Contract (GCC) Sub - Clause 4.9 in which it is deemed that the Tenderer has taken into account all the factors that may affect his Tender in preparing his offer.

### **B. TENDER DOCUMENTS**

#### **B1 Content of Tender Documents**

- B1.1 The Tender Documents, as listed below, have been prepared for the purpose of inviting tenders for and construction of all Permanent and Temporary Works in connection with "Providing services of photocopy, printing, binding of reports and allied work for office of Chief Project Manager / Vadodara, National High Speed Rail Corporation Limited project office, 3rd Floor, Productivity House, Productivity Road, Alkapuri, Vadodara.", Contract package no. NHSRCL/BRC/2022/18 and as more particularly described in these documents.

##### **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)

##### **Volume 3**

- ) *Employer's Requirement – General*
- ) *Employer's Requirement – Functional*

##### **Volume 4**

- ) *<Not Applicable>*

##### **Volume 5**

- ) *<Not Applicable>*





**Volume 6**

) *Bill of Quantities*

**Volume 7**

) *<Not Applicable>*

B1.2 The Tenderer is expected to examine carefully the contents of all the above documents. Failure to comply with the requirements of the Tender documents will be at the Tenderer's own risk. Tenders that are not substantially responsive to the requirements of the Tender documents will be rejected.

B1.3 The Tenderer shall not make or cause to be made any alteration, erasure or obliteration to the text of the Tender Documents.

**2 Content of Supporting Documents**

B2.1 <Deleted>

B2.2 <Deleted>

B2.3 The Tenderer should visit, examine and assess the Site including working conditions and will be deemed to have satisfied himself of the risks and obligations under the Contract.

**B3 Clarification of Tender Documents**

B3.1 The Tenderer shall check the pages of all documents against page numbers given in indexes and summaries and, in the event of discovery of any discrepancy, the Tenderer shall inform the authority as mentioned in NIT clause no 1.1.2.

B3.2 Should the Tenderer for any reason whatsoever, be in doubt about the meaning of anything contained in the Invitation to Tender, Tender Documents or the extent of detail in the Employer's Requirements, Technical Specifications etc., the Tenderer shall seek clarification from Chief Project Manager/Vadaodara, 3rd Floor, Productivity House, Productivity Road, Alkapuri, Vadodara – 390007 by uploading the same on NHSRCL e-tendering portal, not later than the last date of seeking clarification given in the key details of Notice Inviting Tender. Any such clarification, together with all details on which clarification had been sought, will be uploaded on the e-tendering portal <https://etenders.gov.in/eprocure/app> without disclosing the identity of the Tenderer seeking clarification.

B3.3 Except for any such written clarification by the authority as mentioned in NIT clause no 1.1.2 which is expressly stated to be by way of an addendum to the documents referred to in paragraphs B1.1 above and/or for any other document issued by the Employer which is similarly described, no written or verbal communication, representation or explanation by any employee of the Employer or the Engineer shall be taken to bind or fetter the Employer or the Engineer under the Contract.

B3.4 Correspondence: All correspondence from NHSRCL pertaining to this tender till the award of the work with tenderer shall be done by authority as mentioned in NIT clause no 1.1.2.

**B4. Amendment to Tender Documents**

B4.1 During the tender period, the Employer may issue further instructions to Tenderers or any modifications to existing tender documents in the form of an addendum. Such an amendment in the form of an addendum will be uploaded on the e-tendering portal <https://etenders.gov.in/eprocure/app> within the date given in NIT which shall be available for all the prospective tenderers who have purchased the tender document in the tender period. In case of delay beyond the last date of issuing addendum given in NIT, the date of submission, at its sole discretion may be extended by NHSRCL under Clause D2.6 of ITT.



Without prejudice to the order of preference as specified in Clause 1.5 of General Conditions of Contract, the provisions in such addenda shall take priority over the Invitation to Tender and Tender Documents issued previously. Tenderers should download such addenda and consider them in the tender submittal.

- B4.2 The Tenderer should note that there might be aspects of his Tender and/or the evaluation documents submitted with the Tender that will necessitate clarification. The Tenderer will furnish such clarification within one week as and when asked by the NHSRCL.

Save as aforesaid, all such amendments or clarifications shall have contractual effect.

## C. PREPARATION OF TENDERS

### C1. Language

Tenders and all accompanying documents shall be in English. In case any accompanying printed literature is in other languages, it shall be accompanied by an English translation. The English version shall prevail in matters of interpretation.

### C2. Documents Comprising the Tender

- C2.1 The Tenderer shall, on or before the date and time given in the Notice of Invitation to Tender, upload his Tender on e-tendering portal <https://etenders.gov.in/eprocure/app> in accordance with the provision in Clause D1 of ITT.

- **Technical Package of NHSRCL/BRC/2022/18**
- **Financial Package of NHSRCL/BRC/2022/18** as per the provisions given in clause C15 below.

Technical Package of this submission shall contain the documents referred to in the subsequent paragraphs C2.2 and C2.3 and all annexure & Appendixes of ITT and FOT respectively. The tender documents (including all Addendum, Corrigendum & Reply to Bidder's Queries, if any) issued by NHSRCL shall be part of Technical Package and shall be submitted duly signed and stamped with the Technical Package.

Financial Package shall contain *Volume-6* (Bill of Quantity) of the tender documents duly filled in and complete in all respect (see paragraph C10 and C15).

In submission of the Tender (Tender Security, Technical Package and Financial Package), Tenderer(s) shall assign person(s) in writing to submit the tender accompanied by the original of the Tender Security (if Tender Security is to be submitted in form of BG/ FDR/ DD/ Banker's Cheque) which shall be submitted in a separate envelope or upload scanned copy of the signed and stamped bid security declaration by authorized signatory as applicable.

Should any further documents be required pursuant to paragraphs C2.2 (cc) and C2.3 (h) below, the Tenderer will be instructed by the Employer Which Package of the Tenderer's submission is to contain such documents.

The Tenderer shall ensure that a receipt/acknowledgement is obtained for the submission of his Tender at e-tendering portal <https://etenders.gov.in/eprocure/app>, Such receipt/acknowledgement shall be generated by the system after successful uploading of tender submission.

- C2.2 The Tenderer shall submit, as his Tender, the following documents, duly completed which in the event of acceptance of the Tender, shall form part of the Contract:

- (a) Form of Tender (Without appendices);
- (b) Appendix 1 to the Form of Tender: Requirements under General Conditions of Contract



- 
- (c) Appendix 2 to the Form of Tender: (see paragraph C10, C15 and C23);
  - (d) Appendix 3 to the Form of Tender: Outline Quality Plan (see paragraph C4below): **Not Applicable**
  - (e) Appendix 4 to the Form of Tender: Outline Safety & Health Plan and Outline Environment Plan (see paragraph C5): **Not Applicable**
  - (f) Appendix 5 to the Form of Tender: Contractor's Technical Proposals (see para C6): **Not Applicable**
  - (g) Appendix 6 to the Form of Tender: General Information About the Tenderer;
  - (h) Appendix 7 to the Form of Tender: Staffing Schedules and Organization Chart (see paragraph C12);
  - (i) Appendix 8 to the Form of Tender: Schedule of Component manufactured offshore, If no offshore manufacturing is involved, the tenderer shall submit 'NIL' in this. (See paragraph C9): **Not Applicable**
  - (j) Appendix 9 to the Form of Tender: Tender Index (See paragraph C23);
  - (k) Appendix 10 to the Form of Tender: Resources proposed for the project – plants and equipments;
  - (l) Appendix 11 to the Form of Tender: Undertaking for corrupt/ fraudulent/collusive/coercive practice;
  - (m) Appendix 12 to the Form of Tender: Copyright Undertaking (see paragraph E2)
  - (n) Appendix 13 to Form of Tender: Proforma of No Deviation.
  - (o) Appendix 14 to the Form of Tender: Tentative project implementation programme (see paragraph C8): **Not Applicable**
  - (p) Appendix 15 to the Form of Tender: Please refer Appendix-18 for submitting necessary information.
  - (q) Appendix 16 to the Form of Tender: Financial Data (Commitment For On-going Works/ works in hand) **Not Applicable**
  - (r) Appendix 17 to the Form of Tender: Similar Work Experience
  - (s) Appendix 17A to the Form of Tender: Summary of information provided in Appendix 17.
  - (t) Appendix 18 to the Form of Tender: Financial Data (Financial Standing)
  - (u) Appendix 18A to the Form of Tender: Affidavit for Unaudited Balance Sheet as per Notes a) of NIT Clause 1.1.3.2 B
  - (v) Appendix 19 to the Form of Tender: Undertaking as per clause 1.1.3.1 v(a), v(b) of NIT.
  - (w) Appendix 20 to the Form of Tender: Undertaking for Financial stability
  - (x) Appendix 21 to the Form of Tender: Undertaking for Downloaded Tender Document
  - (y) Appendix 22 and Appendix-23 to the Form of Tender: Undertaking as per Clause 1.1.3.1 ix of NIT
  - (z) Appendix 24 to the Form of Tender: Details of Bank Account for Refund of Tender Security/EMD.



- (aa) Appendix-25 to the Form of Tender for Undertaking.
- (bb) Appendix-26 to the Form of Tender: Declaration of Relations with NHSRCL staff
- (cc) Appendix-27 to the Form of Tender: Checklist
- (dd) Any further documents which have been requested in accordance with paragraph B4.2 above.

All original tender documents (including all Addendum, Corrigendum & Reply to Bidder's Queries, if any) issued by NHSRCL are part of Technical Package except the volume containing the Bill of Quantities (BOQ) which shall be filled and submitted in Financial Package. Tenderers should carefully read and note all the conditions and provisions mentioned in original tender documents issued by NHSRCL and it shall be deemed that all the conditions and provisions of these documents have been included in their tender submission and accepted to them. The tender shall be submitted online by using class-II/III digital signature of the authorised signatory of the tenderer.

C2.3 The Tenderer shall submit with his Tender the documents that are identified in paragraphs C2.3(a)- C2.3(i) inclusive. Such documents will be used for the purposes of evaluating and analysing the Tender but will not form part of the Contract unless the same shall have been expressly incorporated into the Contract in accordance with paragraphs B 4.1 or B 4.2 above.

- (a) *Full details of ownership and control of the Tenderer;*
- (b) *Tender Submission Programme (see paragraph C8); **Not Applicable***
- (c) *Proposed Construction Methods (see paragraph C9); **Not Applicable***
- (d) *Details of works including specialized works if already decided to be sub-contracted (see paragraph C11);*
- (e) *Details of providers of performance guarantees (see paragraph C19);*
- (f) *Details of Contractor's Equipment (see paragraph C13);*
- (g) *Proposals for use of Works Areas given to him by submitting the layouts showing fabrication and storage areas (see paragraph C14); **Not Applicable***
- (h) *Any further documents which are requested in writing by Employer before submission of the Tender by way of evaluation documents but which are not to form part of the Contract;*
- (i) Following information shall be furnished:
- (A) *Similar works:*
- (i) Extent of participation by each member of the consortium in terms of percentage of the value of the proposed Contract.

Member	% of participation
A	
B	
C	

- (ii) The tenderer should supply the following information, separately for each member of the consortium.



- (a) Maximum value of "Similar works (as defined in NIT Clause 1.1.3.2)" executed in any one year during the last 5 years (in Rs. equivalent). The exchange rate of foreign currency shall be as prevailing on the last day of the respective year.
- (b) Value of the commitments and on-going works, on an yearly basis, pertaining to various similar Works, to be completed during the next 36 months from the first date of the month of the tender submission. The exchange rate of foreign currency shall be as applicable 28 days before the latest date of Tender Submittal.

Both (a) and (b) should be updated to price level of last day of the month previous to the month in which the tender is submitted by assuming 3% inflation on Indian currency.

C2.4 The Employer may get, from the Government, partial or complete waiver of taxes, royalties, duties, Labour, cess, octroi, and other levies payable to various authorities. The successful tenderer (the contractor) shall maintain meticulous records of all the taxes and duties paid and provide the same with each running bill. In case the waiver becomes effective, the Contractor will be advised on the process to be followed to obtain the refund from the concerned authority. The Contractor shall arrange for the remit of the refund to the Employer. In case of failure by the Contractor to remit such amounts, the same shall be recovered from amounts due for payment to the Contractor.

With the tender submission, the tenderer shall submit the proof of GST registration in the state of Gujarat or shall submit an undertaking that he will get registered with GST authorities in the state of *Gujarat* in case of award of LOA to them.

C2.5 Tenderers shall quote all prices as per Clause 11.1.1 of GCC.

**C2.6 The tenderers must note the following:**

a) NHSRCL project is *not* covered under Project Import 98.01 of Custom Tariff Act

**b) Change in Taxes/Duty:**

The Contract Price shall be subject to adjustment to take in to account any changes in taxes/duty to the extent stipulated in clause 11.1.4 of GCC.

c) **GST is included in the prices quoted by the tenderer.** The contractor shall maintain details of SGST/ UTGST, IGST & CGST paid to Revenue department of the respective state in which the work is carried out and submit the following: -

- (i) Tax Invoice
- (ii) GSTR-1 return filled with the respective authority or the form of return as amended by the Central/State Government time to time & copy of challans in regard to deposit tax.
- (iii) Certificate of the Chartered Accountant in regard to turnover of the contractor relating to NHSRCL project and deposit of due taxes with respective tax authorities.
- (iv) Relevant abstract of filled GSTR-1 return showing the details of relevant tax invoice submitted by the contractor.

In view of above, **the tenderers are advised to quote the price inclusive of all central/state/local taxes, duties, levies, cess GST and all other incidental charges required to fulfil the tender conditions including statutory deduction viz., TDS towards Income Tax / GST/Labour cess etc.** after considering clause C2.4, C2.5 & C2.6 above.



d) Tender prices shall be quoted in Indian Rupees only.

**C3 Form of Tender**

The Form of Tender shall be completed and signed by a duly authorised and empowered representative of the Tenderer. If the Tenderer comprises a partnership, consortium or a joint venture the Form of Tender shall be signed by a person who is duly authorised by each member or participant thereof or by authorized signatory of each member. Signatures on the Form of Tender shall be witnessed and dated. Copies of relevant powers of attorney shall be attached.

**C4 Outline Quality Plan**

<Not Applicable>

**C5 Outline Safety & Health Plan and Outline Environment Plan**

<Not Applicable>

**C6 Tenderer's Technical Proposals**

<Not Applicable>

**C7. Designer**

<Not Applicable>

**C8. Tender Programme**

<Not Applicable>

**C9 Manufacture, Installation and Construction Methods**

<Not Applicable>

**C10. Payment Schedule:**

The payment for items given in Bill of Quantity (*Volume 6*) shall be made on the basis of actually executed quantities.

**C11. Sub-Contracts**

C11.1 Refer GCC Clause 4.5.

C11.2 The Terms and Conditions of the sub-contract are the sole prerogative of the Contractor and are deemed to be included in the contract price.

**C12. Staffing Schedule and Related Details**

C12.1 The Tenderer shall submit with his Tender (**Appendix-7** of Form of Tender) a staffing schedule containing the names, qualifications, professional experience and corporate affiliation of all proposed management personnel (above the level of shift supervisor) and specialists for this work. Details shall be included for all such personnel whether directly employed or engaged on a consultancy or advisory basis and whether associated with the design or the construction of the Works. The submission shall include a provisional management structure and organisation chart showing areas of responsibility, relative seniorities and lines of reporting. The proposed staffing plan shall be in conformity with the **Annexure 3 and 4 of ITT**.

C12.2 The Tenderer shall include his proposals for his Co-ordination Control Team and include the name and qualifications of the Team Leader responsible for the interface co-ordination with Designated Contractors.

C12.3 The key staff for execution of this work shall be from that member of the JV/Consortia who has the experience of similar work and on whose experience the JV/Consortia qualifies the criteria of work experience. If the JV qualifies on the credentials of work eligibility by the foreign partner,



then the Project Manager deployed shall be an expatriate having minimum 15 years of total experience out of which 05 years should be in projects of similar nature as mentioned in **Annexure-3 & 4 of ITT**.

In case the successful tenderer is a JV/Consortium having a foreign partner and if the experience of civil works for the purpose of qualifying the minimum eligibility criteria is fulfilled by the foreign partner then the foreign partner shall submit an additional Bank Guarantee (In addition of performance security) of an amount equal to 1% of the contract value as per LOA for the fulfillment of the condition of deployment of key staff and the expatriate Project Manager for the project. This bank guarantee shall be valid upto the completion period of the contract and shall be from Scheduled commercial Bank (including Scheduled Commercial Foreign Banks) in India in the currency in which the contract price is payable. This Bank Guarantee shall be furnished to the Employer within 30 (thirty) days of receipt of the Letter of Acceptance. The form of this Bank Guarantee provided in **Annexure-7A** of ITT.

C12.4 In case the contractor fails to employ the qualified engineer, as aforesaid in **Annexure-3 & 4 of ITT**, he, shall be liable to pay an amount of Rs.40,000 and Rs.25,000 for each month or part thereof for the default period for the provisions, as contained in **Annexure-3 & 4 of ITT**.

### **C13. Contractor's Equipment**

C13.1 The contractor shall deploy plants and equipment required to complete the work as per the schedule and within the completion period with minimum of numbers given in Annexure-5 of ITT.

### **C14. Proposals for Use of Work Areas**

C14.1 Deleted

C14.2 Deleted

C14.3 Deleted

### **C15. Financial Bid**

C15.1 The Tenderer shall complete and submit all the Schedules in accordance with the instructions given in Bill of Quantity.

C15.2 The Tenderer is to note the S.No. (iv) of **Appendix-1** of FOT for Liquidated Damage for delay in completion of the work.

### **C16. Currencies of Tender and Payment**

C16.1 The Tenderer shall give his priced offer for BOQ in Indian Rupees Only.

### **C17. Tender Validity**

The Tender shall be valid for a period of 90 days from the latest Date of Submission of Tenders. In exceptional circumstances, prior to expiry of the original tender validity period, the Employer may request that the Tenderers extend the period of validity for a specified additional period. The request and the responses thereto shall be made in writing or by facsimile. A Tenderer may refuse the request without forfeiting his Tender Security. A Tenderer agreeing to the request will not be required or permitted to modify his tender, but will be required to extend the validity of his Tender Security for the period of extension.

### **C18. Tender Fee/ Tender document cost and Tender Security/ Earnest Money Deposit (EMD)**

#### **C18.1.1 Tender fee/ tender document cost (Annexure 6):**

The instrument type for payment of tender fee/ tender document cost is to be done only by RTGS, NEFT & IMPS. No other mode of payment will be accepted. The detail of Bank account of NHSRCL to facilitate the payment is mentioned at C18.1.4 below. The bidders will be required



to upload scanned copies of transaction of payment of tender fee/tender document cost including e-receipt (clearly indicating UTR No. and tender reference i.e. NHSRCL/BRC/2022/18 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. No copies of transaction of payment are required to be sent to the office of Chief Project Manager/Vadodara, 3rd Floor, Productivity House, Productivity Road, Alkapuri, Vadodara – 390007.

**Note: The payment of the cost of Tender Document is acceptable from any account. However, tenderer shall submit such transaction details along with their tender submission on e-portal. If the same transaction reference number has been submitted for more than one bids, all such bids shall be considered ineligible and summarily rejected.**

C18.1.2 **Tender security/ EMD (Annexure 6A).** The Tenderer shall furnish as part of its Bid a Tender Security in the amount and currency specified in the NIT. **In case of Tender security value up to Rs. 10.00 lakhs** it can be either through RTGS/NEFT & IMPS transactions or in the form of Pay Order/ Demand Draft/ Fixed Deposit Receipt (FDR). For **Tender security value more than Rs. 10.00 lakhs**, the Tenderer can also submit the Tender security in the form of irrevocable and unconditional Bank Guarantee.

C18.1.3 Accordingly, the Tenderer shall submit the Tender Security in the form selected as per Cl. 18.1.2 and details given below:

- a) In case of RTGS/NEFT & IMPS transactions, bidders will be required to upload the scanned copies of transaction of payment of tender security / EMD at the time of online bid submission. No copies of transaction of payment are required to be sent to the office of authority as mentioned in NIT clause no 1.1.2. The detail of Bank account of NHSRCL to facilitate the payment is mentioned at C18.1.4 below.

**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.**

**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.**

- b) In case of submission of tender security/EMD in one of the following forms, "Original" is to be submitted in the Office of Chief Project Manager/Vadodara, 3rd Floor, Productivity House, Productivity Road, Alkapuri, Vadodara – 390007 within due date and time of submission as mentioned in clause 1.1.2 of NIT.
- (i) Irrevocable and unconditional bank guarantee issued by a Scheduled Commercial bank based in India or from a branch in India of a scheduled foreign bank (excluding Co-operative Banks) in the form given in **Annexure-6** to Instruction to Tenderers (ITT).
- (ii) Demand Draft / Pay Order / Bank Draft in favour of "National High Speed Rail Corporation Limited." payable at Vadodara from a Scheduled Commercial bank based in India,
- (iii) Fixed Deposit Receipt (FDR) of a Scheduled Commercial bank / Post office based in India duly pledged in favour of "National High Speed Rail Corporation Limited."

The Tender Security shall remain valid up to the date specified under the Clause 1.1.2 (key details) of NIT.

In case of JV/Consortium the bid security shall be either in the name of JV/Consortium or in the name of any of the constituent substantial member. In case the Bank Guarantee /





FDR is submitted in the name of any of the constituent substantial member then, the bidder shall also submit undertaking as per Annexure-6A of ITT. The tender security shall be submitted in a sealed envelope clearly marked on top "Tender Security for NHSRCL/BRC/2022/18."

C18.1.4 To facilitate payment of Tender Fee 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

Offers submitted without the Tender Security or with invalid Tender Security shall be rejected outright.

C18.2 If an acceptable Tender Security is not submitted by a tenderer as mentioned above, then tender(s) of such tenderer(s) shall be rejected considering it as non-responsive and their Technical package shall not be opened and if opened then it will NOT be evaluated. No post bid clarification shall be sought on tender security.

C18.3 The Tender Security of the successful Tenderer shall be returned upon the execution of the Contract and on the receipt by the Employer of the Performance Security in accordance with Sub- Clause 4.2 of the GCC.

C18.4 The Tender Security of tenderers who fail in technical evaluation shall be returned after opening of financial package. Tender security of the unsuccessful tenderers in financial opening shall be released after issue of the Letter of Acceptance (LOA) by the successful tenderer or finalization of tender. Bidder is required to submit **Appendix-24** for refund of Tender Security, if the same has been submitted in the form of Demand Draft/ Pay Order or by RTGS/ NEFT/ IMPS.

**C18.5 The Tender Security shall be forfeited:**

- if the Tenderer withdraws his Tender during the period of Tender validity; or
- if the Tenderer does not accept the correction of his Tender price, pursuant to Sub-Paragraph E 5.2 below;
- if the successful Tenderer refuses or neglects to execute the Contract or fails to furnish the required Performance Security within the time specified by the Employer.
- However, if the Tenderer withdraws his tender after opening of his financial package (in two package system) during the period of validity of his tender or in case of (c) above, beside forfeiture of tender security, the tenderer shall not only be debarred from participating in the re- tender of same work but also will be debarred from participating in any tender of NHSRCL for a period of one year from the date of withdrawal of his tender or from date of issue of LOA, as the case may be.

C18.6 No interest will be payable by the Employer on the tender security amount cited above.

**C19. Performance Guarantee, Undertaking and Warranties**

Please refer clause 4.2 of GCC.

**C20. Labour**

The Tenderer's attention is especially drawn to Clause 6 of the GCC in relation to the



responsibility of the Contractor for obtaining an adequate supply of labour, their Rates, Wages and Conditions.

**C21. Other Contractors**

<Not Applicable>

**C22. Insurance**

The Tenderer's attention is drawn to the provisions contained in Clause 15 of the General Conditions of Contract.

**C23. Checklist**

Tenderer is required to ensure submittal of all the documents duly signed and sealed by the authorized person(s). Check list for confirming the submission of all documents is enclosed as **Appendix-27 of FOT**. However, the tenderers must go through the complete Tender Document. The Tenderer shall include with his Tender an index which cross refers all of the Employer's tender requirements elaborated in these documents to all the individual sections within NHSRCL/BRC/2022/18 Technical Package and NHSRCL/BRC/2022/18 Financial Package which the Tenderer intends to be the responses to each and every one of those requirements.

**C24 Pre-Tender Meeting**

*C24.1 An online Pre-Bid meeting through Video Conferencing to clarify bidder's issues will be held as per details given in Notice Inviting Tender. Prospective Bidders who wish to join the Video Conferencing (VC) shall send a request email on the Official Email Id (i.e. mgrcontract1.brc@nhsrcl.in) by 04.10.2022 up to 09:00 hours so that a link for Video Conferencing can be sent by NHSRCL at that email Id. Please note that the request received from the prospective Bidder (With details of the Company, its address, and the name and designation of the person attending the VC) will be entertained. They should also mention the email id through which VC is desired to be joined. Based on the number of requests received by various Bidders NHSRCL may allow maximum of two email Ids for one company to participate in the VC. Any request for VC received after the given date and time for sending the link for VC may not be entertained by NHSRCL. Prospective Bidders will be able to join the VC through the link provided to them on Email ID on which the link has been requested by them.*

*C24.2 The purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage.*

*C24.3 The tenderer is requested to submit any question in writing or by facsimile, to reach the Employer not later than the last date of seeking clarification as mentioned in key details of NIT.*

*C24.4 The text of the questions raised by all the tenderer and the responses given will be transmitted without delay to all purchasers of the Tender Documents. Any modification of the Tender Documents listed in paragraph B1 which may become necessary as a result of the Pre-Tender meeting shall be made by the Employer exclusively through the issue of an Addendum pursuant to paragraph B4.*

*C24.5 Non-attendance at the Pre-Tender meeting will not be a cause for disqualification of a Tenderer.*

**C25 Format and Signing of Tender**

C25.1 The Tenderer shall prepare and submit their tender comprising of (but not limited to) documents described in paragraph C2 of these Instructions.

C25.2 All documents which are to be submitted as scanned documents shall be typed or written in indelible ink (in the case of copies, legible photocopies are also acceptable and all the pages shall be signed by a person or persons duly authorised to sign on behalf of the Tenderer before scanning and uploading (in .pdf / .jpg / .jpeg format), pursuant to sub-paragraphs A4.1, as the



case may be. All pages of the Tender, where entries or amendments have been made, shall be initialed and dated by the person or persons signing the Tender.

- C25.3 Documents submitted in Tender submission shall contain no alterations, omissions or additions, except those to comply with instructions issued by the Employer, or as necessary to correct errors made by the Tenderer, in which case such corrections shall be initialed and dated by the person or persons signing the Tender before scanning and uploading/submitted.

**C26 Pricing of Conditions, Qualifications, Deviations etc.**

- C26.1 The tenderer should submit his tender which conforms to the tender documents without material deviation(s) or reservation(s). The Tenderer shall submit a No Deviation certificate as per Appendix 13 to FOT confirming that the Bid/ Tender is without any deviation and complies with all the provisions of Tender Document.
- C26.2 Tenderers shall note that, the tender shall be deemed to comply with all requirements in the tender documents without any extra cost to the Employer irrespective of any mention to contrary, anywhere else in the tender document.

**D. SUBMISSION OF TENDERS**

**D1 Submission of Tenders**

- D1.1 The tenderer shall submit their tender on-line on e-tendering website specified under the Clause 1.1.2 (key details) of NIT. Only "Tender Security/EMD" of format stated in clause C 18.1.3 (b) shall be submitted in originals (in physical form) as described below:
- D1.2 The bidders will be required to upload scanned copies of transaction of payment of tender fee/tender document cost at the time of online bid submission and No copies of transaction of payment are required to send to the office of authority as mentioned in NIT clause no.1.1.2.
- D1.3 The tenderer shall seal the "Tender Security/EMD" of format stated in clause C 18.1.3 (b) in an envelope, bearing the following identification for Tender Security:

**"Tender Security" Tender Reference No. NSHRCL/BRC/2022/18** "Providing services of photocopy, printing, binding of reports and allied work for office of Chief Project Manager / Vadodara, National High Speed Rail Corporation Limited project office, 3rd Floor, Productivity House, Productivity Road, Alkapuri, Vadodara." and submit the same before date and time of submission of tender mentioned in NIT at the address mentioned below. The tenderer shall mention his Name and address on above envelope also.

Chief Project Manager/ Vadodara,  
3rd Floor, Productivity House,  
Productivity Road, Alkapuri,  
Vadodara – 390007

- D1.4 It shall be the responsibility of the bidder / tenderer to ensure that the envelope containing '**Tender Security**' is submitted Chief Project Manager/Vadodara, 3rd Floor, Productivity House, Productivity Road, Alkapuri, Vadodara – 390007 at above-mentioned address before the prescribed dead line.
- D1.5 '**Tender Security**' submitted after due date and time shall not be accepted and online tenders of such tenderers shall liable to be rejected summarily.
- D1.6 NHSRCL will not be responsible for delay, loss or non-receipt of 'Tender Security' sent by post / courier.
- D1.7 NHSRCL shall not be responsible for 'Tender Security' delivered to any other place / person in



NHSRCL (like DAK section etc) other than *tender box*/the designated officer and does not reach the designated officer before the dead line for submission.

- D1.8 The Employer may, at his discretion, extend the deadline for submission of tenders by issuing an amendment, in which case all rights and obligations of the Employer and the Tenderer previously subject to the original deadline will thereafter be subject to the deadline as extended.

## **D2 Delayed Tenders**

- D2.1 Tenders have to be uploaded on e-tendering portal <https://etenders.gov.in/eprocure/app> before the due date and time of tender submission. The tender security shall be submitted to the office of Chief Project Manager/Vadodara, 3rd Floor, Productivity House, Productivity Road, Alkapuri, Vadodara – 390007. It shall be the responsibility of the bidder/ tenderer to ensure that his tender security reaches the designated officer before the dead line for submission.
- D2.2 NHSRCL will not be responsible for any delay, internet connection failure or any error in uploading the tender submission. The tenderers are advised to upload their submissions well before the due date and time of tender submission to avoid any problems and last minute rush.
- D2.3 Submission of Tenders shall be closed on e-tendering website of NHSRCL at the date & time of submission prescribed in NIT after which no tender shall be accepted. “Tender Security” submitted after due date and time shall not be accepted and online tenders of such tenderers shall liable to be rejected summarily.
- D2.4 NHSRCL will not be responsible for delay, loss or non-receipt of “Tender Security” sent by post /courier.
- D2.5 NHSRCL shall not be responsible for “Tender Security” delivered to any other place / person in NHSRCL (like DAK section etc.) other than *tender box*/ the designated officer and does not reach the designated officer before the dead line for submission.
- D2.6 The Employer may, at his discretion, extend the deadline for submission of tenders by issuing an amendment in accordance with paragraph B4, in which case all rights and obligations of the Employer and the Tenderer previously subject to the original deadline will thereafter be subject to the deadline as extended.

## **D3 Modification, Substitution and Withdrawal of Tenders**

- D3.1 Except where expressly permitted by these Instructions, the Tenderer shall not make or cause to be made any alteration, erasure or obliteration to the text of the documents prepared by the Employer and submitted by the Tenderer with or as part of his Tender.
- D3.2 No Tender shall be allowed to be modified by the Tenderer after the deadline for submission of Tenders.
- D3.3 The Tender submitted online will be taken as a final bid.
- D3.4 Withdrawal of a Tender during the interval between the deadline for submission of bids and the expiration of the period of bid validity specified in the Form of Tender shall result in the forfeiture of the Tender Security or debarring for participation (in case of MSEs/Startups only) in future tenders of NHSRCL for a period of one year.

## **E. TENDER OPENING AND EVALUATION**

### **E1 Tender Opening**

- E1.1 Envelopes containing “Tender Security” of format stated in clause C 18.1.3 (b) will be opened first. Tenders of those tenderers who have not submitted valid “Tender Security” shall be considered as non-responsive and liable to be rejected summarily.
- E1.2 The tenders shall be opened online by the tender opening committee (TOC) on due date and



time of tender opening. On opening of the Tender, NHSRCL will first check the tender cost and tender security through online mode by cross verifying with the hard copy submitted or with the details of online transaction.

- E1.3 The Technical Package of all tenderers who have submitted a valid tender security and cost of tender document shall be opened in the presence of representatives of tenderers who choose to attend on date & time as mentioned in tender document in the Office of the Chief Project Manager/Vadodara, 3rd Floor, Productivity House, Productivity Road, Alkapuri, Vadodara – 390007. Tenderers may visit NHSRCL e-procurement web-site to know latest Technical Opening information after completion of opening process. If such nominated date for opening of Tender is subsequently declared as a Public Holiday by the Employer, the next official working day shall be deemed as the date of opening of Technical Package. The Tender of any tenderer who has not complied with one or more of the foregoing instructions may not be considered.
- E1.4 The tenderers name, details of the tender security and such other details as the Employer or his authorized representative, at his discretion, may consider appropriate will be announced at the time of tender opening.
- E1.5 The Financial Package(s) which tenderer(s) have uploaded online will be opened on a subsequent date after evaluation of technical packages. Financial packages of only those tenderers whose submissions are found substantially responsive and technically compliant as per clause E4 of ITT will be opened. The time of opening of financial package shall be informed through website only. Tenderer can visit to NHSRCL e-procurement website for further information.

## **E2. Confidentiality of Tender Information and Copyright**

- E2.1 Except the public opening of tenders, information relating to the evaluation of tenders and recommendation of contract award shall not be disclosed to Tenderers or any other persons not officially concerned with such process until information on Contract award is communicated to all Tenderers.
- E2.2.1 Any effort by a tenderer to influence the Employer/Engineer in the process of examination, clarification, evaluation and comparison of tenders and in decisions concerning award of contract, may result in the rejection of the tenderers tender.
- E2.2.2 Notwithstanding Clause E2.2.1, from the time of tender opening to the time of Contract award, if any tenderer wishes to contact the Employer on any matter related to the tendering process, it may do so in writing to Chief Project Manager/Vadodara.

## **E3 Clarification of Tenders**

To assist in the examination, evaluation and comparison of tenders, the Employer may, at his discretion, ask any tenderer for clarification of his tender, including breakdown of unit rates. The request for clarification and the response shall be in writing, but no change in the price or substance of the tender shall be sought, offered or permitted except as required to confirm the correction of arithmetic errors discovered by the Employer in the evaluation of the tenders in accordance with paragraph E5.

## **E4 Evaluation of Tenders**

Tender Security and Technical packages will first be evaluated which will cover following items:

- E4.1 **General Evaluation:** First of all, it will be determined whether each tender is accompanied with the valid tender security i.e. the required amount and in an acceptable form. Tenders not accompanied with the valid tender security shall be rejected and may not be evaluated further. Other aspects of general evaluation will be done as per Clause 1.1.3 of NIT and clauses A4.1, A4.2, A4.3 and A5 of ITT. Tenderer should upload scanned copy of the entire Tender Document including all addendum(s) and ensure that the Bid is duly signed on all pages by authorized



signatory and sealed.

**E4.2 Evaluation of minimum eligibility criteria** – This evaluation will be done to check if the tenderer qualifies the minimum eligibility criteria of “Work Experience”, “Financial Standing” as laid down in Clause 1.1.3.2 of NIT. Tenderers, which do not qualify in any of the minimum eligibility criteria, shall not be considered for further evaluation and shall be rejected.

**E4.3 Evaluation of Responsiveness**

The Employer will determine whether each tender is substantially responsive to the requirements of the Tender Documents i.e. it conforms to all terms, conditions and specifications of the tender document. In case of any inconformity, the tender shall be disqualified and rejected.

**E4.4 Material deviation or reservation**

**E4.4.1** Evaluation Material deviation or reservation (where specifically permitted)

Each tender shall be evaluated for any material deviation or reservation. Material deviation or reservation is one:

- (a) which contains unauthorized changes to the Memorandum of Understanding from the Memorandum of Understanding accepted for Pre-qualification (Applicable in case of Pre-qualified tenders only); or
- (b) which contains any deviation in tender security with regards to amount, validity, form and format; or
- (c) which affects in any substantial way, the scope, quality or performance of the works; or
- (d) which limits in any substantial way, is inconsistent with the Tender Documents, the Employer’s right or the Tenderer’s obligations under the Contract; or
- (e) whose rectification would affect unfairly the competitive position of other tenderers presenting responsive tenders;

**E4.4.2** Unless specifically provided for in the tender document, Tender having any material deviation or reservation shall be disqualified and rejected.

**E4.5 Evaluation of qualifying conditions**

A tender containing any qualification which

- (a) seek to shift to the Employer, another Government Agency or another contractor all or part of the risk and/or liability allocated to the contractor in the Tender Documents; or.
- (b) include a deviation from the Tender Documents which would render the Works, or any part thereof, unfit for their intended purpose; or
- (c) fail to submit a workable methodology and programme to suit the local conditions; or
- (d) fail to commit to the date specified for the completion of the Works, will be deemed non-conforming and shall be rejected.

**E4.6 Evaluation of Technical Proposal & other technical data:**

**E4.6.1** The Employer will evaluate the technical suitability and acceptability of the proposals as per the Employer’s requirements. The evaluation shall be based on the documents submitted as per clause C-2.2 & C-2.3 and tender security as per clause C-18 of ITT.

**E4.6.2** Where a tenderer's technical submittal has major inadequacies his tender will be considered to be non-compliant and will be rejected.

**E4.7** Tenders not considered substantially responsive and not full-filling the requirements of the



tender document as evaluated as per item E4.1 to E4.6 shall be rejected by Employer and shall not be allowed subsequently to be made responsive by correction or withdrawal of the non-conforming deviation or reservation.

E4.8 If any tender is rejected, pursuant to paragraph E4.7 above, the Financial Package of such tenderer shall not be opened.

E4.9 The decision of the Employer as to which of the tenders are not substantially responsive shall be final.

## **E5. Evaluation of Financial Proposals**

E5.1.1 All technically acceptable tenders will be eligible for opening of their financial proposals. The Employer shall notify all technically qualified Tenderers regarding opening of the financial proposal, such tenderers may witness the financial opening. The financial proposal(s) will then be opened online through website. Tenderers can also check financial proposal of other tenderers online.

E5.1.2 The evaluation of Financial Proposals by the Employer will take into account, in addition to the tender amounts, the following factors:

- a) Arithmetical errors corrected by the Employer
- b) Such other factors of administrative nature as the Employer may consider to have potentially significant impact on contract execution.

E5.1.3 Offers, deviations and other factors, which are in excess of the requirements of the tender documents or otherwise will result in the accrual of unsolicited benefits to the Employer, shall not be taken into account in tender evaluation.

E5.1.4 Price adjustment provisions applicable during the period of execution of the contract shall not be taken into account in tender evaluation.

E5.1.5 Evaluation of financial offer will be based on quantities in Bill of quantities (BOQ) and rates quoted. Any alteration in BOQ will not be given any cognizance.

## **E5.2 Correction of Errors**

E5.2.1 Tenders determined to be technically acceptable after technical evaluation will be checked by the Employer for any arithmetical errors in computation and summation during financial evaluation. Where there is a discrepancy between amounts in figures and in words, in case of e-tendering, amount in figures will govern.

E5.2.2 If a Tenderer does not accept the correction of errors as outlined above, his tender will be rejected and the tender security forfeited.

## **E5.3 Comparison of Tenders**

Tenders will be compared in **Indian Rupees** only. This will be achieved by converting the Foreign Currency portion into Rupees at the selling Rate of Exchange at the close of business of the State Bank of India on the day twenty-eight days before the latest date of Tender Submittal, and then adding the same to the Rupee portion of the Tender.

E5.4 If any change in the Employer's Requirements is considered necessary during technical evaluation, the tenderers who meet the requirements of paragraph A3 and A5, and whose technical offers are found to be substantially responsive in accordance with paragraph E4, will be asked to reconfirm their offer without any revision as per the modified Employer's Requirement.

E5.5 For the purpose of comparative evaluation of tenders received, the sum total of following shall be considered:-



- a) The total amount worked out from the quoted percentage (above/below/at par) by the tenderer for the given *Schedule-A*.

The total value of above thus obtained in equivalent INR shall be compared amongst various tenderers to determine the lowest evaluated tender.

- E5.6 If the lowest tenderer as evaluated as per E5.5 has given some minor deviations then the Employer has right to accept some or all such minor deviation and the offer of the lowest will be reduced by the price of such accepted deviations
- E5.7 The Employer reserves the right to accept or reject any variation, deviation. Variations, deviations and other factors which are in excess of the requirements of the Tender Documents shall not be taken into account in tender evaluation.

## **E6 Indigenisation**

- E6.1 Tenderers are encouraged to involve domestic firms in the Contract organization and procurement processes.

## **F. AWARD OF CONTRACT**

### **F1 Award**

- F1.1 Subject to paragraph F2, the Employer will award the Contract to the Tenderer whose Tender has been determined to be substantially responsive and compliant to the requirements contained in the Tender Documents as per paragraph E4 and who has offered the Lowest Evaluated Tender Price as per paragraph E5.5.

### **F2 Employer's Right to Accept any Tender and to Reject any or all Tenders**

- F2.1 The Employer is not bound to accept the lowest or any tender and may at any time by notice in writing to the Tenderers terminate the tendering process.
- F2.2 The Tenderer should note in particular that without prejudice to the Employer's other rights under the Contract and the Tender Security, the Employer may terminate the Contract under Clause 4.2 of the GCC in the event that the Tender is accepted but the Tenderer fails to supply the Performance Security or other specified documents or fails to execute the Contract Agreement as per clause F4.

### **F3 Notification of Award**

- F3.1 Prior to the expiry of the period of tender validity prescribed by the Employer, the Employer will notify the successful Tenderer online that his tender has been accepted. The letter (hereinafter and in the Conditions of Contract called 'the Letter of Acceptance') shall name the sum which the Employer will pay to the Contractor in consideration of the execution, completion, maintenance and guarantee of the works by the Contractor as prescribed by the Contract (hereinafter and in the conditions of Contract called 'the Accepted Contract Amount'). The "Letter of acceptance" will be sent in duplicate to the successful Tenderer, who will return one copy to the Employer duly acknowledged and signed by the authorized signatory, within one week of receipt of the same by him. No correspondence will be entertained by the Employer from the unsuccessful tenderers.

### **F3.2 The Letter of Acceptance will constitute a part of the contract.**

- F3.3 Upon "Letter of acceptance" being signed and returned by the successful Tenderer as per Clause F3.1, the Employer will promptly notify the unsuccessful Tenderers and discharge / return their tender securities.

### **F4 Signing of Agreement**





The Tenderer should note that in the event of acceptance of the Tender, the Tenderer will be required to execute the Contract Agreement in the form specified in Particular Conditions of Contract with such modifications as may be considered necessary at the time of finalisation of the contract within a period of 30 days of submission of Performance Security or 60 days from the date of issue of the Letter of Acceptance whichever is later.

## F5 Performance Security

F5.1 The Performance Security required in accordance with Clause 4.2 of the GCC. The form of Performance Security is provided in **Annexure-7** of ITT.

The required Performance Security for the sum mentioned above may be submitted in any one of the following forms:

- (a) Irrevocable bank guarantee issued by a Scheduled Commercial Bank based in India or from a branch in India of a Scheduled foreign bank but excluding Co-operative Banks. The bank guarantee must be issued on the Structured Financial Messaging System (SFMS) platform. A separate invoice of the BG will invariably be sent by the issuing bank to the Employer's bank through SFMS. The details of Employer's bank are as under:

Name of Bank	Bank's Address	Account Name & No.	Account Type	IFSC Code
<i>ICICI Bank</i>	<i>Dwarka Sector, 20 branch</i>	National High Speed Rail Corporation Ltd. 235705000494	Current	ICIC0002357
<i>Axis Bank</i>	<i>Dwarka Sector 5 branch, New Delhi</i>	National High Speed Rail Corporation Ltd. 920020007545013	Current	UTIB0000278
<i>HDFC Bank</i>	<i>Harsha Bhavan, Middle Circle Connaught Place, New Delhi-110001</i>	National High Speed Rail Corporation Ltd. 57500000079852	Current	HDFC0000003

The bank guarantee issued on the SFMS platform shall only be acceptable to the Employer.

- (b) Bank Draft in favour of National High Speed Rail Corporation Ltd. payable at Vadodara from a Scheduled Commercial Bank based in India.
- (c) Fixed Deposit Receipt of a Scheduled Commercial bank/ Post offices based in India duly pledged in favour of National High Speed Rail Corporation Limited.

In case of joint venture/consortium, the Performance Security is to be submitted in the name of the JV / Consortium. However, splitting of the performance security (while ensuring the security is in the name of JV / Consortium) and its submission by different members of the JV / Consortium for an amount proportionate to their scope of work is also acceptable.

F5.2 The Tenderer has to furnish other Guarantees, Undertakings, and Warranties, in accordance with the provisions of the General Conditions of Contract and Particular Conditions of Contract.

F5.3 Failure of the successful Tenderer to comply with the requirements of paragraphs F4 and F5 shall constitute sufficient grounds for the annulment of the award and forfeiture of the Tender Security in addition to any other measures as stipulated in the tender document.



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**Instructions to Tenderers****Annexure 1 [As per clause C6.1 & C2.2(f)]****Requirements for Tenderer's Technical Proposals**

- 1 The Tenderer's attention is drawn to Clause 1 of the General Conditions of Contract in which terms are defined.
- 2 The Tenderer's Technical Proposals shall comply or, subject to reasonable development, be capable of complying with the Employer's Requirements in all respects. The Tenderer's Technical Proposals shall demonstrate such compliance. The Tenderer's Technical Proposals shall establish firmly the intended design and methodology.
- 3 The tenderers Technical Proposal shall cover the following: *[list below is only indicative and for reference]*
  - 3.1 *Understanding and comprehension of the work involved;*
  - 3.2 *Testing and investigations undertaken, or to be undertaken;*
  - 3.3 *Details of method proposed for the work;*
  - 3.4 *Approach to co-ordination with other Project contractors. Tenderer shall elaborate the organisation further and system giving frequency of meetings or any other system / approach which we will adopt;*
4. The Contractor's Technical Proposals shall include the following documents:
  - 4.1 **Drawings**

<Deleted>
  - 4.2 **Execution Plan**

<Deleted>
  - 4.3 **Statement of Compliance**

A statement from the Tenderer is required to be furnished to the effect that the Contractor's Technical Proposals comply with the Technical Specifications.
  - 4.4 **Statement of Maintainability**

<Deleted>
5. The Tender shall be accompanied by documents in amplification of the Contractor's Technical Proposals, which shall include:
  - 5.1 **Technical Notes**

Such technical notes or notes on calculations necessary for understanding and explaining the Contractor's Technical Proposals.
  - 5.2 **Site Investigation Proposals**

Results of any site investigations undertaken by the Tenderer and proposals for site investigations to be undertaken by the Contractor giving the nature of the investigations, locations and intended purposes.
  - 5.3 **Testing Proposals**



<Deleted>

**5.4 Codes and Standards**

<Deleted>



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**Instruction to Tenderers****Annexure 2 (As per clause C8.1)****Requirements for Tender Programme**

- 1) The Tender Programme shall show how the Tenderer proposes to organize and carry out the Works and to achieve Stages and complete the whole of the Works by the given Key Dates.
- 2) The Tender Programme or Programmes shall be developed as a critical path network using suitable software
- 3) The Tender Programme should indicate, wherever possible, dates and periods relating to interfaces with and between others including dates for submission of further documents required by the Contract and periods for their acceptance.
- 4) The Tender Programme shall contain sufficient detail to assure the Employer of the feasibility of the plan and approach proposed by the Tenderer.
- 5) The Tender Programme shall be accompanied by a narrative statement that shall describe Programme activities, assumptions and logic, and highlight the Tenderer's perception of the major constraints and critical areas of concern in the organisation, construction and completion of the Works. This narrative statement shall also indicate which elements of the Works the Tenderer intends to carry out off-Site and/or outside India with details of the proposed locations of where any such work is to be carried out, the facilities available.
- 6) All programmes shall include, procurement periods, major material, offsite production/prefabrication, temporary construction, interface and periods for system wide, utility and adjacent contractors etc.



**INSTRUCTIONS TO TENDERERS****Annexure-3 [As per clause C12.1]****MINIMUM ORGANISATION STRUCTURE REQUIRED**

The figures indicated below are the minimum number of Project-Personnel required which are to be deployed as per the minimum level of supervision. The qualification/experience of such Project personnel is given under **Annexure-4**.

S.No.	Designation of Project Personnel	Minimum no. of Project-Personnel required	
1.	<i>Machine Operator/ Maintainer</i>	1	

**NOTES:**

- i. The contractor shall deploy the project personnel as per the above-mentioned minimum requirement and also confirm to deploy the same over and above the minimum numbers indicated above, if the work requires so.
- ii. The performance of project personnel deployed will be evaluated periodically by Employer during the contract period. In case the performance of any of the project personnel is not satisfactory, the Contractor shall replace them with competent & efficient personnel immediately as per directions of the Engineer.
- iii. These minimum project personnel are as per the requirements of various activities at different stages of works. All project personnel need not to be mobilized simultaneously, Project personnel as per the requirement of various stages of works may be mobilized as per the agreed programme.

**UNDERTAKING:**

- i) We confirm to deploy project-personnel required to achieve the progress of work as per the Work Programme agreed by the Engineer in terms of Sub-Clause 4.13 of GCC.
- ii) We confirm to deploy manpower over and above the minimum manpower stated above, if the work requires so.

SIGNATURE OF AUTHORIZED SIGNATORY  
ON BEHALF OF TENDERER



**INSTRUCTIONS TO TENDERERS****Annexure-4 [As per clause C12.1]****MINIMUM ORGANISATION STRUCTURE REQUIRED**

Minimum qualification & experience of project personnel is as follows:

S.No.	DESIGNATION	QUALIFICATION	EXPERIENCE LEVEL
1.	Machine Operator/Maintainer	10 <sup>th</sup> Qualified	-

**NOTES:**

- i. The contractor shall deploy the project personnel as per the above-mentioned minimum qualification & experience.
- ii. The performance of project personnel deployed will be evaluated periodically by Employer during the contract period. In case the performance of any of the project personnel is not satisfactory, the Contractor shall replace them with competent & efficient personnel immediately as per directions of the Engineer.

**UNDERTAKING:**

- i. We confirm to deploy project-personnel as per the above-mentioned minimum qualification & experience.

SIGNATURE OF AUTHORIZED SIGNATORY

ON BEHALF OF TENDERER



**INSTRUCTIONS TO TENDERERS****Annexure-5 [As per clause C 13]****RESOURCES PROPOSED FOR THE PROJECT- PLANTS & EQUIPMENTS**

The figures indicated below are the minimum number of equipment required.

<b>S. No.</b>	<b>Type of equipment required for the work</b>	<b>Minimum no. of units of equipment required to assess the Tenderer's capability</b>
1	Monochrome A-3 & A-4 Size Heavy Duty Multifunction Copier + Printer + Scanner (New Touch Based Model) as per the minimum specification mentioned in Vol-3 Employer's Requirement.	1
2	Color A-3 & A-4 Size Heavy Duty Multifunction Copier + Printer + Scanner (New Touch Based Model) as per the minimum specification mentioned in Vol-3 Employer's Requirement.	1
3	Monochrome A-4 Size Duplex Copier + Printer + Scanner as per the minimum specification mentioned in Vol-3 Employer's Requirement.	2
4	Spiral Binding Machine and Consumables	1

**UNDERTAKING:**

We confirm to deploy resources as per the above-mentioned minimum requirement and also confirm to deploy plants & equipment over and above the minimum numbers indicated above, if the work requires so.

SIGNATURE OF AUTHORIZED SIGNATORY ON BEHALF OF TENDERER



## Instructions to Tenderers

### Annexure 6 (As per Clause C18.1)

#### FORM OF BANK GUARANTEE FOR TENDER SECURITY

(To be stamped in accordance with Stamp Act, if any, of the country of issuing bank)

1. KNOW ALL MEN by these presents that we ..... (Name of Bank) having our registered office at ..... (Name of country) (hereinafter called "the Bank") are bound unto National High Speed Rail Corporation Limited(hereinafter called "the Employer") in the sum of Rs. .... for which payment will and truly to be made to the said Employer, the Bank binds itself, its successors and assigns by these presents.
2. WHEREAS.....(Name of Tenderer) (hereinafter called "the Tenderer") has submitted its tender dated -----for \_\_\_\_ (Name of the work as per clause 1.1.1 of NIT) hereinafter called the tender.  
AND WHEREAS the Tenderer is required to furnish a Bank Guarantee for the sum of Rs. .... as Tender Security against the Tenderer's offer as aforesaid.  
AND WHEREAS.....(Name of Bank) have, at the request of the Tenderer, agreed to give this guarantee as hereinafter contained.
3. We further agree as follows:
  - a. That the Employer may without affecting this guarantee grant time or other indulgence to or negotiate further with the Tenderer in regard to the conditions contained in the said tender and thereby modify these conditions or add thereto any further conditions as may be mutually agreed upon between the Employer and the Tenderer.
  - b. That the guarantee hereinbefore contained shall not be affected by any change in the constitution of our Bank or in the constitution of the Tenderer.
  - c. That any account settled between the Employer and the Tenderer shall be conclusive evidence against us of the amount due hereunder and shall not be questioned by us.
  - d. That this Guarantee commences from the date hereof and shall remain in force till ..... (date to be filled up) (date to be filled as mentioned in Clause 1.1.2 of NIT)
  - e. That the expression 'the Tenderer' and 'the Bank' herein used shall, unless such an interpretation is repugnant to the subject or context, include their respective successors and assigns.
4. THE CONDITIONS OF THIS OBLIGATION ARE:
  - a. if the Tenderer withdraws his Tender during the period of Tender validity specified in the Form of Tender, or
  - b. if the Tenderer does not accept the correction of his tender price in terms of Clause E5.2 of the "Instructions to Tenderers".
  - c. if the Tenderer having been notified of the acceptance of his tender by the Employer during the period of tender validity:





- i. fails or refuses to furnish the Performance Security in accordance with Clause F 5.1 of the "Instructions to Tenderers" and/or
- ii. fails or refuses to enter into a Contract within the time limit specified in Clause F 4 of the "Instructions to Tenderers".

We undertake to pay to the Employer mere on demand without demur up to the above amount upon receipt of his first written demand, without the Employer having to substantiate his demand provided that in his demand the Employer will note that the amount claimed by him is due to him owing to the occurrence of any one or more of the conditions (a), (b), (c) mentioned above, specifying the occurred condition or conditions.

5. Notwithstanding anything contained herein:

- a) Our liability under this Bank Guarantee shall not exceed Rs.....(Rupees.....)
- b) This Bank Guarantee shall be valid up to .....
- c) We are liable to pay the guarantee amount or part thereof under this Bank Guarantee only & only if you serve upon us a written claim or demand on or before.....

Signature of Authorized Official of the Bank

Signature of Witness

Name : .....

Address : .....

Name of Official .....

Designation .....

Stamp/Seal

of the Bank .....

Notes:

1. Please note that, as per clause C18.1, any deviation in Bid security with regard to amount, validity and format shall be considered as material deviation and bid shall be dealt accordingly.
2. The stamp papers of appropriate value shall be purchased in the name of the Bank, who issues the 'Bank Guarantee'.
3. The 'Bank Guarantee' shall be from the Scheduled Commercial Bank based in India, acceptable to Employer.



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**Instructions to Bidders****Annexure – 6A****UNDERTAKING FOR ENCASHMENT / FORFEITURE OF TENDER SECURITY****(Refer Clause C 18 of ITT)**

We, -----(Legal Name of JV/ Consortium) hereby confirm that Tender Security submitted in the form of FDR / Bank Guarantee (tick whichever is applicable) for the Contract -----(Contract No.) in the name of -----(name of the substantial member of JV / Consortium on whose name Tender Security is submitted) is on behalf of \_\_\_\_\_(Legal Name of the JV / Consortium).

We also undertake that in the event of encashment / forfeiture of Tender Security by the Employer in terms of tender provisions, none of the constituent members of \_\_\_\_\_(Legal Name of JV / Consortium) will have any objection for the same.

STAMP & SIGNATURE OF AUTHORISED  
SIGNATORY(IES)

---

Note :

1. The undertaking is to be submitted in case the tender security (in form of FDR / Bank Guarantee) is submitted in the name of JV / Consortium members.
2. JV / Consortium Member on whose name the tender security is submitted shall be substantial member

## Instructions to Tenderers

### Annexure 7 (As per Clause F5.1)

#### FORM OF PERFORMANCE SECURITY (GUARANTEE) BY BANK

(Refer Clause F5 of "Instructions to Tenderers")

1. This deed of Guarantee made this day of ..... (month & year) between Bank of..... (hereinafter called the "Bank") of the one part, and National High Speed Rail Corporation Limited (hereinafter called "the Employer") of the other part.
2. Whereas National High Speed Rail Corporation Limited has awarded the contract for ----- (Name of work as per Clause 1.1.1 of NIT) (hereinafter called the contract) to ----- (Name of the Contractor) hereinafter called the Contractor.
3. AND WHEREAS the Contractor is bound by the said Contract to submit to the Employer a Performance Security for a total amount of Rs. -----(Amount in figures and words).
4. Now we the Undersigned (Name of the Bank) being fully authorized to sign and to incur obligations for and on behalf of and in the name of (Full name of Bank), hereby declare that the said Bank will guarantee the Employer the full amount of Rs. .... (Amount in figures and Words) as stated above.
5. NOW THEREFORE, we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Contractor and we hereby unconditionally, irrevocably and without demur undertake to immediately pay to the Employer upon first written demand and without cavil or argument, any sum or sums within limits of ..... (Amount of Guarantee) as aforesaid without reference to the Contractor and without your needing to prove or show grounds or reasons for your demand for the sum specified therein. The Bank shall pay to the Employer any money so demanded notwithstanding any dispute/disputes raised by the Contractor in any suit or proceedings pending before any Court, Tribunal or Arbitrator/s relating thereto and the liability under this guarantee shall be absolute and unequivocal.
6. This Guarantee is valid till----- (The initial period for which this Guarantee will be valid shall be as stated in Clause 4.2.1 of the "General Conditions of Contract").
7. At any time during the period in which this Guarantee is still valid, if the Employer agrees to grant a time extension to the Contractor or if the Contractor fails to complete the Works within the time of completion as stated in the Contract, or fails to discharge himself of the liability or damages or debts as stated under Para 5, above, it is understood that the Bank will extend this Guarantee under the same conditions for the required time on demand by the Employer and at the cost of the Contractor.
8. The Bank agrees that no change, addition, modifications to the terms of the contract Agreement or to any documents, which have been or may be made between the Employer and the Contractor, will in no way release us from the liability under this Guarantee; and the Bank, hereby, waives any requirement for notice of any such change, addition or modification to the Bank.
9. The Guarantee hereinbefore contained shall not be affected by any change in the Constitution of the Bank or of the Contractor.
10. The neglect or forbearance of the Employer in enforcement of payment of any moneys, the payment whereof is intended to be hereby secured or the giving of time by the Employer for the payment hereof shall in no way relieve the bank of their liability under this deed.
11. The expressions "the Employer", "the Bank" and "the Contractor" hereinbefore used shall include their respective successors and assigns.
12. Notwithstanding anything contained herein:



- a) Our liability under this Bank Guarantee shall not exceed Rs.....(Rupees.....)
- b) This Bank Guarantee shall be valid up to .....
- c) We are liable to pay the guarantee amount or part thereof under this Bank Guarantee only & only if you serve upon us a written claim or demand on or before.....

In witness whereof I/We of the bank have signed and sealed this guarantee on the day of ..... (Month & year) being herewith duly authorized.

For and on behalf of the Bank.

Signature of Authorized Bank official

Name : .....

Designation : .....

Stamp/Seal of the Bank : .....

Signed, sealed and delivered for and on behalf of the Bank by the above named ..... in the presence of :

Witness 1.

Witness 2.

Signature .....

Signature .....

Name .....

Name .....

Address .....

Address .....

Notes:

1. The stamp papers of appropriate value shall be purchased in the name of the Bank, who issues the 'Bank Guarantee'.
2. The 'Bank Guarantee' shall be from the Scheduled Commercial Bank based in India, acceptable to Employer
3. The 'Bank Guarantee' must be issued on the Structured Financial Messaging System (SFMS) platform.
4. A separate copy of the BG has to be sent by the issuing bank to the Employer's bank through SFMS. The details of Employer's bank are as under.  
-----[Specify bank details].
5. Following codes are to be used by issuing bank:-
  - i) For the purpose of issuance and amendment of Bank Guarantee:-



---

Code	Purpose
MT760/IFN760	Bank Guarantee Issuance
MT767/IFN767	Bank Guarantee Amendment

ii) For the purpose of confirmation of issuance and amendment of Bank Guarantee:-

Code	Purpose
IFN760 COV	Confirmation of Bank Guarantee Issuance
IFN767 COV	Confirmation of Amendment in Bank Guarantee

6. Bank Guarantee issued on the SFMS platform with any other code other than mentioned above for the purpose shall not be acceptable to the Employer.

## INSTRUCTIONS TO TENDERERS

### Annexure 7A

(As per Clause C12.3 of ITT)

### FORM OF ADDITIONAL BANK GUARANTEE

1. This deed of Guarantee made this day of ..... (month & year) between Bank of..... (hereinafter called the "Bank") of the one part, and National High Speed Rail Corporation Limited (hereinafter called "the Employer") of the other part.
2. Whereas National High Speed Rail Corporation Limited has awarded the contract for \_\_\_\_\_ (Name of work as per Clause 1.1.1 of NIT) (hereinafter called the contract) to \_\_\_\_\_ (Name of the Contractor) hereinafter called the Contractor.
3. AND WHEREAS the Contractor is bound by the said Contract clause no. C12.3 of ITT to submit to the Employer, an Additional Bank Guarantee for a total amount (equal to 1% of contract value as per LOA) of Rs..... (Amount in figures and words).
4. Now we the Undersigned \_\_\_\_\_ (Name of the Bank) being fully authorized to sign and to incur obligations for and on behalf of and in the name of (Full name of Bank), hereby declare that the said Bank will guarantee the Employer the full amount of Rs. .... (Amount in figures and Words) as stated above.
5. NOW THEREFORE, we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Contractor and we hereby unconditionally, irrevocably and without demur undertake to immediately pay to the Employer upon first written demand and without cavil or argument, any sum or sums within limits of ..... (Amount of Guarantee) as aforesaid without reference to the Contractor and without your needing to prove or show grounds or reasons for your demand for the sum specified therein. The Bank shall pay to the Employer any money so demanded notwithstanding any dispute/disputes raised by the Contractor in any suit or proceedings pending before any Court, Tribunal or Arbitrator/s relating thereto and the liability under this guarantee shall be absolute and unequivocal.
6. This Guarantee is valid till----- (The initial period for which this Guarantee will be valid must be for at least 6-months (Six months) longer than the anticipated expiry date of Defect Liability Period as stated in Clause 4.2.1 of the "General Conditions of Contract".)
7. At any time during the period in which this Guarantee is still valid, if the Employer agrees to grant a time extension to the Contractor or if the Contractor fails to complete the Works within the time of completion as stated in the Contract, or fails to discharge himself of the liability or damages or debts as stated under Para 5, above, it is understood that the Bank will extend this Guarantee under the same conditions for the required time on demand by the Employer and at the cost of the Contractor.
8. The Bank agrees that no change, addition, modifications to the terms of the contract Agreement or to any documents, which have been or may be made between the Employer and the Contractor, will in no way release us from the liability under this Guarantee; and the Bank, hereby, waives any requirement for notice of any such change, addition or modification to the Bank.
9. The Guarantee hereinbefore contained shall not be affected by any change in the Constitution of the Bank or of the Contractor.
10. The neglect or forbearance of the Employer in enforcement of payment of any moneys, the payment whereof is intended to be hereby secured or the giving of time by the Employer for the payment hereof shall in no way relieve the bank of their liability under this deed.
11. The expressions "the Employer", "the Bank" and "the Contractor" hereinbefore used shall include



their respective successors and assigns.

12. Notwithstanding anything contained herein:

- a) Our liability under this Bank Guarantee shall not exceed Rs.....(Rupees.....)
- b) This Bank Guarantee shall be valid up to .....
- c) We are liable to pay the guarantee amount or part thereof under this Bank Guarantee only & only if you serve upon us a written claim or demand on or before.....

In witness whereof I/We of the bank have signed and sealed this guarantee on the ----- day of ..... (Month & year) being herewith duly authorized.

For and on behalf of the .....Bank.

Signature of Authorized Bank official

Name : .....

Designation : .....

Stamp/Seal of the Bank : .....

Signed, sealed and delivered for and on behalf of the Bank by the above named ..... in the presence of :

Witness 1.

Witness 2.

Signature .....

Signature .....

Name .....

Name .....

Address .....

Address .....

Notes:

1. The stamp papers of appropriate value shall be purchased in the name of the Bank, who issues the 'Bank Guarantee'.
2. The 'Bank Guarantee' shall be from the Scheduled Commercial Bank based in India, acceptable to Employer.
3. The 'Bank Guarantee' must be issued on the Structured Financial Messaging System (SFMS) platform.
4. A separate copy of the BG has to be sent by the issuing bank to the Employer's bank through SFMS. The details of Employer's bank are as under.
5. -----[Specify bank details]Following codes are to be used by issuing bank:-
  - i) For the purpose of issuance and amendment of Bank Guarantee:-

Code	Purpose
MT760/IFN760	Bank Guarantee Issuance
MT767/IFN767	Bank Guarantee Amendment



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ii) For the purpose of confirmation of issuance and amendment of Bank Guarantee: -

Code	Purpose
IFN760 COV	Confirmation of Bank Guarantee Issuance
IFN767 COV	Confirmation of Amendment in Bank Guarantee

6. Bank Guarantee issued on the SFMS platform with any other code other than mentioned above for the purpose shall not be acceptable to the Employer.





**INSTRUCTIONS TO TENDERERS**

**Annexure-8 [As per clause 1.1.3.2B of NIT]**

**PROFORMA FOR BANKING REFERENCE FOR LIQUIDITY**

**<Not Applicable>**



**CONTRACT NO: NHSRCL/BRC/2022/18**

**TENDER DOCUMENTS**

**“Providing services of photocopy, printing, binding of reports and allied work for office of Chief Project Manager / Vadodara, National High Speed Rail Corporation Limited project office, 3rd Floor, Productivity House, Productivity Road, Alkapuri, Vadodara.”**

**VOLUME 1**

**FORM OF TENDER**



**CONTRACT PACKAGE NO. NHSRCL/BRC/2022/18****FORM OF TENDER**

Date: .....

To

Chief Project Manager/Vadodara

National High Speed Rail Corporation Limited

3rd Floor, Productivity House, Productivity Road,

Alkapuri, Vadodara – 390007

**CONTRACT:** “Providing services of photocopy, printing, binding of reports and allied work for office of Chief Project Manager / Vadodara, National High Speed Rail Corporation Limited project office, 3rd Floor, Productivity House, Productivity Road, Alkapuri, Vadodara.”

Dear Sir,

1. Having examined the General Conditions of Contract, Particular Conditions of Contract, Employer’s Requirement and Instruction to Tenderers including Bill of Quantities, and addenda thereto (if any) issued by the NHSRCL for the *execution* of the above- mentioned Works, and the matters set out in Appendix-1 hereto, and having completed and prepared Appendices 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 17, 17A, 18, 19, 20, 21, 22, 23, 24, 25, 26 & 27 (As applicable) hereto, we hereby (jointly and severally)\* offer to execute the whole of the said Works therein, in conformity with the above documents within the completion period of 36 months, for the sum stated in the Bill of Quantities (*Volume 6* of Tender Documents) as completed by us and appended hereto.
2. We undertake (jointly and severally) \*:
  - (a) to keep this Tender open for acceptance without unilaterally varying or amending its terms for the period stated in Notice of Invitation to Tender hereto (the withdrawal of any member or any other change in the composition of the partnership/joint venture/consortium on whose behalf this Tender is submitted shall constitute a breach of this undertaking) \*; and
  - (b) if this Tender is accepted, to provide Guarantees, Undertakings & Warranties for the due performance of the Contract as stipulated in the General Conditions of Contract, Particular Conditions of Contract and Appendix 1 hereto; and
  - (c) to hold in confidence all documents and information whether technical or commercial supplied to us at any time by or on behalf of the NHSRCL in connection with this Tender or with the above- mentioned Works and, without your written authority or as otherwise required by law, not to publish or otherwise disclose the same.
3. We submit with this Tender a duly executed Tender Security in respect of our obligations under this Tender.
4. Unless and until a formal agreement is prepared and executed, this Tender together with your written acceptance thereof, shall constitute a binding contract between us.
5. We understand that you are not bound to accept the lowest or any tender you may receive.



6. We declare that the submission of this Tender confirms that no agent, middleman or any intermediary has been, or will be engaged to provide any services, or any other item of work related to the award and performance of this Contract. We further confirm and declare that no agency commission or any payment which may be construed as an agency commission has been, or will be, paid and that the tender price does not include any such amount. We acknowledge the right of the Employer, if he finds to the contrary, to declare our Tender to be non-compliant and if the Contract has been awarded to declare the Contract null and void.
7. We acknowledge that the Appendix forms an integral part of the Tender.
8. We have independently considered the amount shown Clause 8.5 of the General Conditions of Contract as liquidated damages and agree that they represent a fair estimate of the damages likely to be suffered by you in the event of the work not being completed in time.
9. If our Tender is accepted, we understand that we are to be held solely responsible for the due performance of the Contract.
10. We, including any subcontractors or suppliers for any part of the contract, have or will have nationalities from eligible countries, in accordance with C11 of ITT and 1.1.3.1 of NIT.
11. We, including any subcontractors or suppliers for any part of the contract, do not have any conflict of interest in accordance with C11 of ITT.
12. We are not participating, as a Tenderer, in more than one tender in this tendering process and we are not sub-contractor to any other tenderer participating in this tendering process in accordance with A5 of ITT.
13. We do hereby undertake that we have not been banned for business by 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 and also that none of our work was rescinded/terminated by NHSRCL/ Ministry of Railway along with any of their attached and subordinate offices / Any Metro Organisation in India (owned by Govt.) after award of contract during last 3 years due to non-performance.
14. In case incorrect, fabricated or suppressed information is noticed after the award of the Contract, then NHSRCL reserves the right to terminate the Contract and to take action in accordance with the Contract.

Yours faithfully,

Stamp and Signature of Authorized Signatory:

Witness:  
 Signature: -----  
 Date-----  
 Name-----  
 Address-----

Date-----  
 Name-----  
 For and on behalf of.....  
 Address

Witness:  
 Signature: -----

Signature:  
 Date -----  
 Name -----



---

Date-----

For and on behalf of.....

Name-----

Address

Address-----

\* Note:

If the Tenderer comprises a partnership, joint venture or consortium:

- (a) the provisions marked with an asterisk are to be retained subject to deletion of the brackets and inapplicable descriptions (i.e. partnership, joint venture or consortium)
- (b) the liability of each member under the Tender, and under any contract formed upon its acceptance, will be joint and several.
- (c) An authorized representative of each member must sign the Tender.
- (d) Signature on the Form of Tender shall be witnessed and dated.
- (e) Copies of the relevant power of attorney shall be attached.



## FORM OF TENDER – APPENDIX-1

## [REQUIREMENTS UNDER GENERAL CONDITIONS OF CONTRACT]

S. No.	DESCRIPTION	REF. TO CLAUSE NO.	REQUIREMENT
i.	Amount of Performance Security	Clause 4.2 of the GCC	3% of the Accepted Contract Amount in types and proportions of currencies in which the Accepted Contract Amount is payable. In the event of variations during the execution of the contract which result in payments to the Contractor over and above the Accepted Contract Amount, the Performance Security shall be adjusted in accordance with clause 4.2 of GCC.
ii	Latest 'date for commencement' of the Works	Clause 8.1 of the GCC	Date given in LOA or Employer's Notice to Proceed.
iii	'Time for completion' of the work from the date of commencement of the work	Clause 8.2 of the GCC	36 months
iv	Liquidated Damages	Clause 8.5 of the GCC	(i) Liquidated damages shall be levied as given in Appendix/Clause 8.5 of Employer's Requirements for not achieving the respective key date. (ii) The maximum limit of Liquidated Damages shall be 10% of the total Contract Value. (iii) Total maximum limit of LD including sums payable by the employer to designated contractors is 10% as mentioned in GCC.
v	'Defects Liability Period' for the whole of the Works	Clause 10 of the GCC	<i>Not Applicable</i>
vi	Amount of advance payment	Clause 11.2 of the GCC	<i>Not Applicable</i>
vii	Amount of Professional Indemnity Insurance (PII)	Clause 15.1 and 15.5 of the GCC	<i>Not Applicable</i>
viii	Insurance cover for Contractor's All Risk and other requirements as specified in the GCC	Clause 15 of the GCC	<i>Not Applicable</i>
ix	Amount of Third Party Insurance	Clause 5.8 and 15.3 of the GCC	<i>Not Applicable</i>
x	Contract Key Dates	Clause 8.5 of the GCC	-
xi	Period in which all insurances have to be effected	Clause 15.5 of the GCC	<i>Not Applicable</i>
xii	(a) Contractor's Name and Address	GCC clause 18.1	..... (Tenderer to Complete) .....



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<b>S. No.</b>	<b>DESCRIPTION</b>	<b>REF. TO CLAUSE NO.</b>	<b>REQUIREMENT</b>
	(b) Employer's Name and Address	GCC clause 18.2	<i>National High Speed Rail Corporation Ltd 3rd Floor, Productivity House, Productivity Road, Alkapuri, Vadodara – 390007</i>

Date : .....

Place : .....

Stamp and Signature of authorized signatory of Tenderer



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**FORM OF TENDER - APPENDIX 2****BILL OF QUANTITIES**

We ..... (name of the tenderer) hereby undertake that the Bill of Quantities (*Volume 6* of the tender documents) duly completed in all respect has been uploaded by us in Package 2 (i.e., Financial Package).

Stamp and Signature of authorized signatory  
of Tenderer





**FORM OF TENDER - APPENDIX 3**

(As per clause C4 of ITT)

**OUTLINE QUALITY PLAN**

**<Not Applicable>**



**FORM OF TENDER - APPENDIX 4**

**OUTLINE SAFETY & HEALTH PLAN AND OUTLINE ENVIRONMENT PLAN**

**<Not Applicable>**



**FORM OF TENDER - APPENDIX 5**  
**TENDERER'S TECHNICAL PROPOSALS**  
**<Not Applicable>**



**FORM OF TENDER - APPENDIX 6 (Page 1 of 2)**  
**GENERAL INFORMATION ABOUT THE TENDERER**

A. TENDERER INFORMATION SHEET		
Tenderer's Legal Name		
Legal status of the Tenderer	Sole Proprietorship Firm / Partnership Firm / Private Limited Company / Public Limited Company / Joint Venture / Consortium (Please tick one)	
In case of JV/Consortium, Legal name of each partner with percentage participation (also provide information of each member in separate sheet (page 2 of 2))	Legal Name of JV/Consortium member	% participation
	1.	
	2.	
	3.	
Lead member of JV/Consortium		
Tenderer's legal address in India, telephone numbers, fax numbers, email address for communication		
Tenderer's authorized signatory (name, designation, address, contact no.)		
Tenderer's authorized representative (name, designation, address, contact no.)		
<p><b>FOLLOWING NEEDS TO BE SUBMITTED BY THE TENDERER: (by each member in case of JV/consortium):</b></p> <ul style="list-style-type: none"> <li>a) Affidavit in case of Proprietary firm.</li> <li>b) Partnership Deed in case of partnership firm.</li> <li>c) Memorandum &amp; Article of Association in case of a Public/Private limited company.</li> <li>d) In case of JV/Consortium, MOU/Agreement (duly notarized) entered into by the joint venture/consortium members, containing intended percentage participation, nomination of Lead Member and division of responsibility to clearly define the work of each member etc.</li> <li>e) Authorization/POA in favour of authorized signatory of tenderer to sign the tender, and also in favour of authorized representative of each member in case of JV/Consortium.</li> </ul> <p>Note: Tenderer's authorized representative shall be deemed to have authority of the tenderer to receive and deliver any correspondence and attend meetings with NHSRCL related to the tender.</p>		



**FORM OF TENDER - APPENDIX 6 (Page2 of 2)**

B. JV/CONSORTIUM MEMBER INFORMATION	
MEMBER – 1	
JV/Consortium Member's Legal Name	
Legal status of the Member	Sole Proprietorship Firm / Partnership Firm / Private Limited Company / Public Limited Company (Tick any one)
Member's country of constitution	
Member's legal address, telephone numbers, fax numbers, email address)	
Member's authorized signatory (name, designation, address)	
MEMBER – 2	
JV/Consortium Member's Legal Name	
Legal status of the Member	Sole Proprietorship Firm / Partnership Firm / Private Limited Company / Public Limited Company (Tick any one)
Member's country of constitution	
Member's legal address, telephone numbers, fax numbers, email address)	
Member's authorized signatory (name, designation, address)	

STAMP AND SIGNATURE OF AUTHORIZED  
SIGNATORY ON BEHALF OF TENDERER



**FORM OF TENDER - APPENDIX 7**  
**STAFFING SCHEDULES AND ORGANISATION CHART**

1. We hereby confirm to deploy the minimum project personnel as per Annexure-3 of ITT and with prescribe qualifications and experiences as detailed in Annexure-4 of ITT.

STAMP AND SIGNATURE OF AUTHORIZED SIGNATORY  
ON BEHALF OF TENDERER

Note: The Tenderer shall provide a complete Staffing Schedule and Organization Chart he proposes for the work which has to satisfy the requirement of item 1 above.



**FORM OF TENDER - APPENDIX 8**

**<NOT APPLICABLE>**



**FORM OF TENDER - APPENDIX 9****TENDER INDEX**

The Tenderer shall include with his Tender an index which cross refers all of the Employer's tender requirements elaborated in these documents to all the individual sections within Tender Package 1: Technical Package and Tender Package 2: Financial Package which the Tenderer intends to be the responses to each and every one of those requirements.

The Tender Packages submitted must be clearly presented, all pages numbered and laid out in a logical sequence with main and subheadings to facilitate evaluation.





**FORM OF TENDER - APPENDIX 10****RESOURCES PROPOSED FOR THE PROJECT- PLANTS & EQUIPMENTS**

1. We hereby confirm to deploy the resources as per mentioned in Annexure-5 of ITT.
2. We also confirm to deploy plants & equipment over and above the numbers indicated as per Annexure-5, if the work requires so.

Seal & Signature of Authorized Signatory  
on behalf of the Tenderer

NOTE: The Tenderer shall provide complete details of Resource Plants & Equipment, he proposes for the work which has to satisfy the requirement of item 1 & 2 above.



**FORM OF TENDER - APPENDIX 11****(As per Clause A 4.2)****UNDERTAKING FOR CORRUPT & FRAUDULANT/ COLLUSIVE/ COERCIVE PRACTICE**

It is confirmed and declared that we, or any of our associate, have not been engaged in any /Collusive/ Coercive/ fraudulent / corrupt practice as defined in Clause 4.33 of the General Conditions of Contract and that no agent, middleman or any intermediary has been, or will be, engaged to provide any services, or any other items of work related to the award and performance of this contract and no agency commission or any payment which may be construed as an agency commission has been , or will be, paid and that the tender price will not include any such amount.

STAMP & SIGNATURE OF AUTHORIZED  
SIGNATORY

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**NOTE:**

1. In case of JV/Consortium, the undertaking shall be submitted by each member of the JV/Consortium.
2. The undertaking shall be signed by authorized signatory of the tenderer or constituent member in case of JV/Consortium.



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**FORM OF TENDER- APPENDIX-12****[As per Clause C2.2 (m)] COPYRIGHT UNDERTAKING**

To

Chief Project Manager/Vadodara

National High Speed Rail Corporation Limited

3rd Floor, Productivity House, Productivity Road,

Alkapuri, Vadodara – 390007

**LETTER OF UNDERTAKING**

**CONTRACT:** “Providing services of photocopy, printing, binding of reports and allied work for office of Chief Project Manager / Vadodara, National High Speed Rail Corporation Limited project office, 3rd Floor, Productivity House, Productivity Road, Alkapuri, Vadodara.”, **Tender No. NHSRCL/BRC/2022/18**

We, \_\_\_\_\_ (name of tenderer / joint venture) hereby undertake that the downloaded tender documents and drawings as a necessary part of our preparation of this tender, shall be used solely for the preparation of the tender and that if the tender is successful, shall be used solely for the design of the temporary and permanent works.

We further undertake that the aforesaid tender drawings and documents prepared by National High Speed Rail Corporation Limited shall not be used in whole, in part or in any altered form on any other project, scheme, design or proposal that the joint venture, the joint venture parent companies or sub-contractors of the joint venture are, or will be involved with either in India or any other country.

Signed.....

For and on behalf of

(Name of tenderer / joint venture)



**FORM OF TENDER- APPENDIX 13**  
**PROFORMA FOR NO DEVIATIONS**  
**(Refer Clause C 26 of ITT)**

**No Deviation Certificate**  
-----

**It is confirmed and declared that our bid is without any deviation and complies with all the provisions of tender document.**

Stamp and Signature of authorized signatory  
on behalf of Tenderer



**FORM OF TENDER – APPENDIX 14**

**[As per clause C8]**

**TENTATIVE PROJECT IMPLEMENTATION PROGRAMME**

To be submitted by the tenderer as per clause C8 of ITT

**<Not Applicable>**



**FORM OF TENDER – APPENDIX 15****[As per clause 1.1.3.3 of NIT (Note a)]****Please refer Appendix-18 for submitting necessary information**

**FORM OF TENDER –APPENDIX 16**

**[As per clause 1.1.3.3 of NIT (Note b)]**

**FINANCIAL DATA (ONGOING WORKS/WORKS IN HAND)**

**<Not Applicable>**



**FORM OF TENDER - APPENDIX 17****WORK EXPERIENCE**

Tenderer's legal name ..... Date.....

JV/Consortium Member's legal name.....Page ..... of ..... pages

Type of Participation: Substantial / Non-substantial (Tick whichever is applicable)

For works as stipulated under clause no. 1.1.3.2 A and 1.1.3.1 (vii) (b) of NIT (considering escalation as per Notes No. (d) of Clause 1.1.3.2 of NIT)

Construction Work Experience		
Similar Contract Number _____ of _____ required		
Contract Identification		
Award date		
Completion date		
Employer's Name		
Employer's Address: Telephone / Fax number: E Mail		
Role in Contract  (Individual/JV-Consortium member/sub-contractor)	Individual	JV/Consortium Member
(a) Original Contract Value (b) Cumulative Payment received	Currency (as stated in Contract)	In equivalent INR at _____ price level
If JV member specify percentage participation in contract & amount (Please refer Note-1 below)	% participation	In equivalent INR at _____ price level
[insert details for works Establishing the similarity in nature of work as per clause 1.1.3.2]	In case of JV/Consortium, actual work executed by the Applicant (duly substantiated with Client Certificate)	





## NOTE:

1. Only the value of contract as executed by the tenderer/member in his own name should be indicated. Where a work is undertaken by a group, 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.
2. Separate sheet for each work along with Clients Certificate to be submitted.

Stamp and Signature of authorized signatory on behalf of Tenderer



**FORM OF TENDER - APPENDIX -17A****Summary of Information provided Appendix 17**

Applicant's legal name .....Date.....

Group Member's legal name..... Page ..... of ..... pages

Name of Applicant (each member in case of JV/ Consortium)	Total Number of works As per clause no. 1.1.3.2 A of NIT at the price level of as on the last day of the previous month of tender submission	Total Number of works As per clause no. 1.1.3.1 (vii) (b) of NIT at the price level of as on the last day of the previous month of tender submission	No. of contracts delayed, i.e., completed beyond the original date of completion

**NOTE:-**

1. In case the work was done as JV/Consortium, only the value of work done by the applicant as per his Percentage participation must be given.
2. Reasons of delay whether on contractors account or on account of Employer in each applicable case need to be enclosed separately.

Stamp and Signature of authorized signatory on behalf of Tenderer



**FORM OF TENDER – APPENDIX 18****FINANCIAL DATA****(FINANCIAL STANDING)**

Applicant's legal name .....Date.....

JV/Consortium Member's legal name..... Page ..... of -----Pages

Each Applicant or member of a JV must fill in this form

S.N.	Description	Financial Data for Latest Last 5 Financial Years (Indian Rupees)				
		F.Y. 1 2017-18	F.Y. 2 2018-19	F.Y. 3 2019-20	F.Y. 4 2020-21	F.Y. 5 2021-22
1.	Total Assets					
2.	Current Assets					
3.	Total External Liabilities					
4.	Current Liabilities					
5.	Annual Profits Before Taxes					
6.	Annual Profits After Taxes					
7.	Net Worth [= 1 - 3]					
8.	Working Capital [=2 - 4]					
7.	Net Worth [= 1 - 3]					
8.	Working Capital [=2 - 4]					
9.	Annual turnover					
10.	Average Annual Turnover (5 years)					

1. *Separate Performa shall be used for each member in case of JV/Consortium.*
2. *All such documents reflect the financial data of the Applicant or member in case of JV, and not sister or Parent Company.*
3. *Historic financial statements shall be audited by Statutory Auditor of the Company under their seal & stamp and shall be strictly based on Audited Annual Financial results of the relevant period(s). No statements for partial periods will be accepted.*
4. *Foreign applicants, in whose country calendar year is also the financial year, may submit all relevant data for the last 5 years i.e 2017, 2018, 2019, 2020, 2021.*
5. **This Appendix-18 of FOT shall be duly certified by Chartered Accountant / Company Auditor/ Statutory Auditor in original under his signature, stamp, membership number and Firm Registration Number. All the documents or certifications which are provided by CA, must contain UDIN thereon, which can be verified online on <https://udin.icai.org/search-udin>. Certification of CA should be on or after tender publishing date or after completion of last financial year.**
6. ***The Years mentioned in the table are indicative only. Financial Data for latest last 5 (Five)***



***audited financial years shall be considered for evaluation. In case 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'. The affidavit should be current or after publishing NIT date. In such a case the financial data of previous '4' audited financial years will be taken into consideration for evaluation. If data of any year other than the last year is not submitted, the tender will be considered as non-responsive.***

STAMP & SIGNATURE OF AUTHORISED SIGNATORY

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

Chartered Accountant /Company Auditor/ Statutory Auditor

\_\_\_\_\_

(Signature of CA/Auditor)

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

Registration No:/ UDIN \_\_\_\_\_

Address .....

Contact No .....

Email ID.....

(Seal)



**Appendix- 18A**

**(Affidavit for Unaudited Balance Sheet as per Notes a) of NIT Clause 1.1.3.2 B)  
(On a non-judicial stamp paper of appropriate value)**

(To be filled by the Tenderer \* in case their Balance Sheet for F.Y. -----[Insert year] has not been audited. If the Balance sheet for F.Y. -----[Insert year] has been audited then the bidder need not to fill this form or may simply write "NOT APPLICABLE")

I,..... (Name and designation of Authorized signatory) of.....(Name of Company/Firm/Proprietorship/Partnership) hereby confirm that the Balance sheet for Financial year i.e. -----[Insert year] has actually not been audited/ or under finalization so far.

Stamp and Signature of authorized signatory  
On behalf of Tenderer

\*In case the Tenderer is a Joint Venture/Consortium, each individual member has to submit this affidavit.



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**FORM OF TENDER - APPENDIX 19**  
**(Undertaking as per clause 1.1.3.1 v(a) & v(b) of NIT)**

We do hereby undertake that 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 has not banned business with us as on the date of tender submission.

Also any work, executed either individually or in a JV/Consortium, has not been rescinded/ terminated by NHSRCL/ Ministry of Railways along with any of their attached and subordinate offices/ Any Metro Organization in India (owned by Govt.) after award of contract to us during last 3 years (from the last day of the previous month of tender submission) due to our non-performance.

STAMP & SIGNATURE OF AUTHORISED  
SIGNATORY

---

Note :

1. In case of JV/Consortium, the undertaking shall be submitted by each member of the JV/Consortium.
2. In case of JV/Consortium it will be signed by the authorized signatory of the constituent members and counter signed by the authorized signatory of tenderer.



**FORM OF TENDER - Appendix- 20****(Undertaking as per clause 1.1.3.1vi of NIT)****(UNDERTAKING FOR FINANCIAL STABILITY)**

We do hereby undertake that we have not suffered bankruptcy/insolvency during the last 5 years and it is not in the process of winding-up and there is no case of insolvency pending before any Court on the date of submission of bids.

**STAMP & SIGNATURE OF AUTHORISED SIGNATORY**

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

Chartered Accountant /Company Auditor/ Statutory Auditor

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

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

Registration No:/ UDIN \_\_\_\_\_

Address .....

Contact No .....

Email ID.....

(Seal)

**Note:**

1. In case of JV/Consortium, the undertaking shall be submitted by each member of the JV/Consortium.
2. The undertaking shall be signed by authorized signatory of the tenderer. In case of JV/Consortium it will be signed by the authorized signatory of the constituent members and counter signed by the authorized signatory of tenderer.



**FORM OF TENDER- Appendix- 21**  
**UNDERTAKING FOR DOWNLOADED TENDER DOCUMENT**

We here by confirm that, we have downloaded / read the complete set of tender documents (as named in Clause 1.1.4 of NIT)/ addendum/corrigendum/clarifications along with the set of enclosures hosted on e-tendering portal <https://eprocure.gov.in/eprocure/app>. We confirm that we have gone through the bid documents, addendums and clarifications for this work placed up to the date of opening of bids on the e-tendering portal [<https://eprocure.gov.in/eprocure/app>]. We confirm our unconditional acceptance for the same and have considered for these in the submission of our financial bid.

STAMP & SIGNATURE OF AUTHORISED  
SIGNATORY





**FORM OF TENDER- Appendix- 22****(Undertaking as per Clause 1.1.3.1 ix (d) of NIT)**

*(The form/ undertaking may be modified based on the latest circulars of DPIIT/DIPP)*

We hereby jointly and severally certify in accordance with clause '9.a' of the Order no. P- 45021/2/2017-PP (BE-II) of Ministry of Commerce and Industry, Department for Promotion of Industry and Internal Trade (DPIIT) {formerly Department of Industrial Policy and Promotion (DIPP)}, Government of India dated 28.05.2018, that the item(s) offered meets the minimum local content of 50% (as specified in Clause 1.1.3.1 ix of NIT). The details including name of vendor, location and percentage of local content is enclosed as Appendix-23 of FOT.

We acknowledge that false declaration by the tenderer regarding local value addition including payments to be made to their vendors for local value addition shall be treated as a fraudulent practice under GCC clause 4.33.1(a) (ii) of this tender for which the tenderer or its successors can be debarred for a period upto three years along with such other actions as may be permissible under the law.

In cases of procurement for a value in excess of Rs. 10 crores, we also undertake to submit a certificate from statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content, in accordance with clause '9.b' of the Order no. P- 45021/2/2017-PP (BE-II) of Ministry of Commerce and Industry, Department for Promotion of Industry and Internal Trade (DPIIT) {formerly Department of Industrial Policy and Promotion (DIPP)}, Government of India dated 28.05.2018, after completion of works to the Engineer.

STAMP & SIGNATURE OF AUTHORISED  
SIGNATORY

\_\_\_\_\_  
Note :

1. This appendix need to be submitted only if bidder wants to avail the purchase preference as specified in Clause 1.1.3.1 ix of NIT.
2. The undertaking shall be signed by authorized signatory of the tenderer. In case of JV/Consortium by the authorized signatory of the constituent members counter signed by the authorized signatory of tenderer.



**FORM OF TENDER- Appendix- 23****Performa for Submission of the List of the Goods, Works & Services Tentatively Proposed to be Offered with Local Value Addition**

S.No.	Description of Items (Goods/Works/Services)	Vendor	Location	% of Local content

STAMP & SIGNATURE OF AUTHORISED  
SIGNATORY



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**FORM OF TENDER- Appendix-24****Details of Bank Account for refund of Tender Security/EMD**

(Application if EMD/Tender Security deposited through Demand Draft/Pay Order/ Banker's Cheque/RTGS/NEFT/IMPS)

1. Name of the Firm/Bidder:
2. Complete Address:
3. Name of the Bank:
4. Branch:
5. Address of the Bank Branch:
6. Name of the Account holder in Bank:
7. Account Type:
8. Account Number:
9. IFS Code of the Bank Branch:
10. Whether a copy of cancelled Cheque of the bidder / Firm submitted: Yes or No (please Tick) (A copy of cancelled cheque to be enclosed)

Signature of the Authorized person of the  
Bidder with seal & Date

-

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Note:-**

- a) EMD/Tender Security will be refunded through NEFT/RTGS/IMPS/DD/Banker's Cheque/any other mode of payment, in the name of firm and bank account mentioned in this appendix, which shall be of same firm and account through which EMD/Tender Security has been paid to NHSRCL.



- b) EMD/Tender Security shall be paid in compliance with ITT Clause C18.1.2/C18.1.3



**FORM OF TENDER - APPENDIX 25****Undertaking**

1. We understand that our technical proposal (understanding & Comprehension of Work, General approach & Methodology), Outline Safety & Health Plan, Outline Environmental Plan, Outline Quality Plan are for assessment of eligibility requirements and the same have no bearing on our financial bid. We undertake that the work will be executed as per provision of tender specifications/ drawings/ Outline Design basis report despite contrary provisions, if any, in our submission and nothing extra will be claimed on this account.
  
2. We understand that design calculations/ drawings/ specifications submitted by us are not adequate for detailed examination at this stage, so we hereby confirm that we will comply all the design requirement and codal provisions as specified in tender documents and also confirm that due to any change in design/construction methodology during the execution of work, nothing extra shall be claimed by us.

We hereby undertake that in case of any deviation in Technical Proposal with respect to the Tender documents & Tender drawings, the conditions as mentioned in Tender documents shall prevail.

Signature of authorized signatory of  
Tenderer



**FORM OF TENDER - APPENDIX 26**

**Declaration**

1. I am/we are not related to any one employee on any capacity by the National High Speed Rail Corporation Limited.

or

2. I/we draw attention to that fact the I/we are related to the following employees of the National High Speed Rail Corporation Limited.

Sr. No.	Name of Employee	Department	Degree of Relationship

None of the Engineers should be related to the tenderer/tenderers. If the tenderer/tenderers fail to give the above declaration his/their tender will be ignored. In case it is subsequently discovered that the declaration as aforesaid in any way in incorrect, or the information furnished therein found wrong Administration, reserves the right to disqualify the Contract with the respective Engineer or Contractor. (Copy of Declaration form is attached).

Note: - Items which is not applicable should be struck off.

Address: - .....

.....  
 .....

Signature of authorized signatory of Tenderer



**FORM OF TENDER - APPENDIX 27****CHECK LIST FOR TECHNICAL AND FINANCIAL BID SUBMISSION**

Open Tender, in Two Bid System for Contract No. NHSRCL/BRC/2022/18

Name of the Firm/Tenderer : M/s .....

S.No	Description	Submitted			Submitted on Page no (Please mention file name and page number where requisite document is uploaded)
		Yes	No	N/A	
<b>CHECK SHEET FOR TECHNICAL BID SUBMISSION</b>					
<b>1</b>	<b>Cost of Tender Document and Tender security (EMD) Details</b>				
1.1	Scanned copies of transaction of payment of cost of Tender Document including e-receipt/ DD/ Pay Order				
1.2	Tender security of requisite amount submitted in the form as prescribed in relevant NIT clause.				
<b>2</b>	<b>POWER OF ATTORNEY</b>				
2.1	Copy of notarised POA/authorization in favour of authorized signatory of tender documents.				
2.2	In case of JV/Consortium, POA by each member in their authorized signatory.				
2.3	Does in case of foreign firm the POA/MOU/JV Agreement is notarised in the country of origin and stamped by Indian Embassy/ High Commission.				
2.4	Documents of constitution of the legal entity (Undertaking for proprietorship/ Partnership deed/ Memorandum and Articles of Association), each member in case of JV/consortium.				
2.5	JV/consortium Agreement				
<b>3</b>	<b>DOCUMENTS REQUIRED AS PER CONTRACT</b>				
3.1	Form of Tender (FOT) duly signed by Authorized signatory and also signed by witness.				



3.2	Appendix-1 of FOT.				
3.3	Undertaking for submission of duly completed BOQ-Appendix-2.				
3.4	Outline Quality Plan- Appendix 3	Not Applicable			
3.5	Outline Safety, Health & Environment Plan- Appendix 4 – Not Applicable	Not Applicable			
3.6	Tenderer's Technical Proposal- Appendix 5 – Not Applicable	Not Applicable			
3.7	General Information About The Tenderer- Appendix 6				
3.8	Staffing Schedules And Organisation Chart- Appendix-7				
3.9	Schedule of Components Manufactured Off Shore-Appendix-8	Not Applicable			
3.10	Tender Index- Appendix-9				
3.11	Undertaking For Corrupt & Fraudulent Practice-Appendix 11				
3.12	Copyright Undertaking- Appendix-12				
3.13	Statement for <i>No/Minor Deviations</i> - Appendix-13				
3.14	Tentative Project Implementation Programme Appendix-14	Not Applicable			
3.15	Undertaking As Per Clause 1.1.3.1 v (a) & (b) of NIT-Appendix-19				
3.16	Undertaking For Financial Stability- Appendix-20				
3.17	Undertaking for downloaded tender documents-Appendix- 21				
3.18	Undertaking as per Clause 1.1.3.1 ix (d) of NIT-Appendix-22				
3.19	Proforma for Submission of the List of the Goods, Works & Service Tentatively Proposed to be Offered with Local Value Addition- Appendix-23				
3.20	Details of refund of EMD through NEFT/RTGS-Appendix-24				
3.21	Format for undertaking- Appendix-25				
3.22	Format for declaration of Relation to National High Speed Rail Corporation Limited Employee- Appendix-				





	26				
4	WORK EXPERIENCE & FINANCIAL DATA				
4.1	Work Done During The Last Five Financial Years- Appendix 15	Please refer Appendix-18 for submitting necessary information			
4.2	Works In Hand- Appendix-16	Not Applicable			
4.3 (i)	Work Experience- Appendix-17				
4.3 (ii)	Summary of Information provided in Appendix-17 Applicant's - Appendix-17A				
4.4 (i)	Financial DATA- Appendix-18				
4.4 (ii)	Affidavit for Unaudited Balance Sheet -Appendix 18A				
5	Tender Document with all Addendum/ corrigendum issued by NHSRCL				
<b>CHECK SHEET FOR FINANCIAL BID SUBMISSION</b>					
<b>Documents required to be submitted along with the Financial Package</b>					
1.	Letter of Financial Bid				
2.	Priced Bill of Quantities				
3.	<i>Annexure-A Statement of price of withdrawal of Minor Deviations (if applicable)</i>				
<b>Note: The check list is only for reference. The bidders must go through the complete tender documents and submit the required document accordingly.</b>					

I have checked the above list with our submittal.

SIGNATURE OF AUTHORIZED SIGNATORY ON BEHALF OF TENDERER

**Seal**

**Date:**





**National High Speed Rail Corporation Limited (NHSRCL)**

**GENERAL CONDITIONS OF CONTRACT**

**MAY 2020**

**National High Speed Rail Corporation Limited (NHSRCL)**  
2<sup>nd</sup> Floor, Asia Bhawan, Road No. 205,  
**Sector 09, Dwarka, New Delhi 110077 INDIA**



## General Conditions of Contract

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## General Conditions of Contract

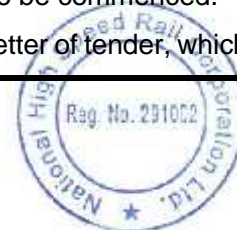
### 1 Definitions And Interpretation

#### 1.1 Definitions

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

##### 1.1.1 Documents

- 1.1.1.1 "**Appendix to Form of Tender**" means the completed pages in title Appendix, which are appended to and form part of the Tender.
- 1.1.1.2 "**Bill of Quantity**" means a document containing various items of payment and contains schedule of Payment also.
- 1.1.1.3 "**Construction and/or Manufacture Documents**" means all drawings, operation and maintenance manuals, and other manuals and information of a similar nature, to be submitted by the Contractor.
- 1.1.1.4 "**Contract**" means the Contract Agreement, the Letter of Acceptance, the letter of tender, General Conditions of Contract, Particular Conditions of Contract, the Employer's Requirements, the Notice Inviting Tender, Instructions To Tenderers, the Contractor's Proposal, the Schedules, and such further documents which are listed in the Letter of Acceptance or Contract Agreement (in completed).
- 1.1.1.5 "**Contract Agreement**" means the contract agreement referred to in Sub- clause 1.4. It shall also include all subsequent modifications/ amendments to the Contract as a result of the communications or negotiation proceedings between the parties.
- 1.1.1.6 "**Contractor's Proposal**" means the proposal submitted by the Contractor with the Tender, as modified and accepted by the Employer and included in the Contract. Such documents may include the Contractor's preliminary design.
- 1.1.1.7 "**Contractor's Document**" means the calculations, computer programme and other softwares, drawings, manuals and other documents of a technical nature (if any) supplied by the Contractor under the Contract.
- 1.1.1.8 "**Design Data**" means all specifications, plans, drawings, details, graphs, sketches, models, levels, setting-out dimensions, calculations duly checked by the Contractor and other documents relating to the design of the Works prepared or to be prepared by or on behalf of the Contractor.
- 1.1.1.9 "**Drawings**" means the Employer's Tender Drawings and the Drawings submitted by the Contractor and any modification of such drawings as any, from time to time, be furnished or for which the Engineer has issued a Notice of No Objection.
- 1.1.1.10 "**Employer's Requirements**" means the descriptions included in the Contract (Volume-3: Employer's Requirement), and any alterations and modifications thereto in accordance with the Contract.
- 1.1.1.11 "**Interim Payment Schedule**" means the schedule included in the Bill of Quantities/Price Schedule and accepted by the Employer to be used for interim payments in accordance with Clause 11.
- 1.1.1.12 "**Letter of Acceptance**" means the formal acceptance to work by the Employer of the Tender.
- 1.1.1.13 "**Notice to Proceed**" means the notice issued by the Employer to the Contractor communicating the date on which the Works are to be commenced.
- 1.1.1.14 "**Letter of Tender**" means the document entitled letter of tender, which was completed



by the Contractor and includes the signed offer to the Employer for the Works.

- 1.1.1.15 "Conditions of Contract on Safety & Health and Environment"** means the Employer's manual containing the requirements and conditions to be met during the execution of the Works by the Contractor.
- 1.1.1.16 "Schedules"** means the information and data submitted with the Tender, as included in the Contract.
- 1.1.1.17 "Tender"** means the Contractor's priced offer to the Employer for the designing where ever applicable, execution, manufacture, and completion of the whole of Works, testing and commissioning (including Integrated Testing and Commissioning where ever applicable) and remedying of any defects therein, as accepted by the Letter of Acceptance.
- 1.1.1.18 "Schedule of Milestones"** means the schedule identified as such and included in Contract, describing the Milestones and stipulating dates by which the Milestones are to be achieved.
- 1.1.1.19 "Schedule of Payment"** means the schedule included in the Bill of Quantity for payment in various stages on part of the works.
- 1.1.1.20 "Particular Conditions of Contract"** means any special conditions of contract issued by the Employer prior to submission of the Tender or negotiated and agreed in writing by the Employer and the Contractor prior to conditional upon acceptance of the Tender.
- 1.1.1.21 "Works Programme"** means the programme showing the sequence, method and timing of investigations, design, issue of No Objection Notices, execution, manufacture, delivery to site, erection, installation, testing, commissioning of the Works (including Integrated Testing and Commissioning,) indigenization (where applicable) and related activities in the form and content prescribed by the Employer's Requirements, or any amended or varied version thereof, as submitted by the Contractor and for which the Engineer has issued a Notice of No Objection.

## 1.1.2 Persons

- 1.1.2.1 "Party"** means the Employer or the Contractor as the context requires.
- 1.1.2.2 "Tenderer or Bidder"** means the person submitting a bid/Tender.
- 1.1.2.3 "Contractor"** means the person whose Tender has been accepted by the Employer and the legal successors in title to such person, but not (except with the consent of the Employer) any assignee of such person.
- 1.1.2.4 "Contractor's Representative"** shall mean a person named by the Contractor in the Contract or appointed from time to time by the Contractor under Sub- clause 4.3 to act on behalf of Contractor.
- 1.1.2.5 "Designated Contractors"** means any of the following whose activities or the works they are engaged to carry out, affect or are affected by the Works, in any way or at any time:
- contractors, design consultants and utility authorities engaged on the Project from time to time by the Employer;
  - Sub-contractors of any tier of the contractors above; provided that the definition shall exclude the Contractor and his Sub-contractors of any tier in relation to the Works.
- 1.1.2.6 "Other Contractor"** means a person employed by or having Contract directly or indirectly with the Employer otherwise than through the Contractor.
- 1.1.2.7 "Designer"** means the Contractor or part of the group the contractor, person, firm or company or group of companies, or any replacement carrying out the Design of Works or part thereof.
- 1.1.2.8 "Employer"** means NATIONAL HIGH SPEED RAIL CORPORATION, its legal successors and assignees.





- 1.1.2.9 "Engineer"** means any person nominated or appointed from time to time by the Employer to act as the Engineer for the purposes of the Contract and notified as such in writing to the Contractor.
- 1.1.2.10 "Engineer's Representative"** means any Assistant of the Engineer appointed from time to time by the Engineer under Sub-clause 3.3.
- 1.1.2.11 "Sub-contractor"** means any person named in the Contract as a sub-contractor, manufacturer or supplier for a part of the Works or any person to whom a part of the Works has been sub-contracted with the consent of the Employer and the legal successors in title to such person, but not any assignee of such person.

### 1.1.3 Dates, Times and Periods

- 1.1.3.1 "Commencement Date"** means the date on which the Contractor shall commence the Works on the written instructions of the Employer contained in the Notice to Proceed.
- 1.1.3.2 "Contract Period"** means the period from the Commencement Date to the end of Defects Liability Period including Integrated Testing and Commissioning and as certified by the Engineer under Clause 7.11 (or as extended under Sub clause 10.3).
- 1.1.3.3 "Day"** means a calendar day, "Week" means 7 calendar days, "Month" means a calendar month and "Year" means 365 days.
- 1.1.3.4 "Effective Date"** means the date on which the Contract comes into force and effect.
- 1.1.3.5 "Gazetted Holiday"** means every holiday which is observed by Head Office/ CPM Office (incharge of the Works), National High Speed Rail Corporation Limited as a gazetted holiday.
- 1.1.3.6 "General Holiday"** means Sunday.
- 1.1.3.7 "Key Date"** means a date identified as such in the Contract
- 1.1.3.8 "Milestone"** means the completion of a part of the Works or the occurrence of an event identified as such in the Schedule of Milestones.
- 1.1.3.9 "Milestone Date"** means the date prescribed in the Schedule of Milestone by which a Milestone is to be achieved.
- 1.1.3.10 "Stage"** means level of progress of the works identified as such and more particularly described in the Employer's Requirements for which a Key Date for the achievement thereof is stipulated in the Contract.
- 1.1.3.11 "Time for Completion"** means the time for completing the Works or a section or a part thereof (as the case may be), and passing the Tests on Completion, including Integrated Testing and Commissioning, as stated in the contract, calculated from the Commencement Date.

### 1.1.4 Tests and Completion

- 1.1.4.1 "Factory Tests"** means the tests required to be carried out in the factory premises on components, equipment, subsystem, system, etc during and/or after manufacture in the factory.
- 1.1.4.2 "Integrated Testing"** in the contracts where applicable means the programme of tests performed by the Contractor at the direction of the Engineer following satisfactory completion of Contractor's tests on his equipment sub-systems or system to verify and confirm the compatibility and compliant performance of his equipment/ sub-system/ system with the equipment/ sub-system/ system provided by others.
- 1.1.4.3 "Milestone Certificate"** means the certificate to be issued by the Engineer in relation to the achievement or otherwise of Milestones.
- 1.1.4.4 "Performance Certificate"** means the certificate issued by the Engineer under Sub-clause 10.9.



**1.1.4.5 "Taking over Certificate"** means a certificate issued under Clause 9.1.

**1.1.4.6 "Tests on Completion"** means the tests specified in the Contract and designated as such, including Integrated Testing where applicable and any other such tests as may be agreed by the Engineer and the Contractor, or instructed as a Variation, which are to be carried out before the Works, or any Section are taken over by the Employer.

### 1.1.5 Money and Payments

**1.1.5.1 "Accepted Contract Amount"** means means the amount accepted in the Letter of Acceptance for the execution of the Works in accordance with the Contract.

**1.1.5.2 "Contract Price"** means the sum stated in the Letter of Acceptance as payable to the Contractor, subject to such additions thereto or deductions therefrom as may be made under the provisions of the Contract.

**1.1.5.3 "Cost"** means all expenditure properly incurred (or to be incurred) by the Contractor, whether on or off the Site.

**1.1.5.4 "Final Payment Certificate"** means the payment certificate issued by the Engineer under Sub-clause 11.9.

**1.1.5.5 "Final Statement"** means the agreed statement defined in Sub-clause 11.10.

**1.1.5.6 "Foreign Currency"** means a freely convertible international trading currency in which part of the Contract Price is payable, but not the Local Currency.

**1.1.5.7 "Interim Payment Certificate"/On account Bill** means any payment certificate issued by the Engineer under Sub-clause 11.5 and 11.6, other than the Final Payment Certificate.

**1.1.5.8 "Local Currency"** means Indian Rupees (INR).

### 1.1.6 Other Definitions

**1.1.6.1 "Approval or Approved"** means Approval in writing including subsequent written confirmation of previous verbal approval.

**1.1.6.2 "Contractor's Equipment"** means all machinery, apparatus, appliances, other things of whatsoever nature required for purpose of the Contract, including without limitation, Contractor's Plant and Equipment, or Materials to or from the Site, but does not include Plant, or Materials intended to form or forming part of the Permanent Works.

**1.1.6.3 "Cost Centre"** means a group of activities and/ or items of work identified as such in the Bill of Quantities/Price Schedule .

**1.1.6.4 "Materials"** means things of all kinds (other than Plant) to be provided and incorporated in the Permanent Works by the Contractor, including the supply- only items (if any), which are to be supplied by the Contractor as specified in the Contract.

**1.1.6.5 "Plant"** means the machinery, equipment, and apparatus and the likes, intended to form or forming part of the Permanent Works, including the supply-only items (if any), which are to be supplied by the Contractor as specified in the Contract.

**1.1.6.6 "Section"** means a part of the Works specifically designated in the **Appendix to the Form of Tender** as a Section (if any).

**1.1.6.7 "Site"** means the places provided by the Employer where the Permanent Works are to be executed and to which Plant, Rolling Stock and Materials are to be delivered, and any other place as may be specifically designated in the Contract as forming part of the Site. Site includes Depot, where Rolling Stock will be delivered, tested and commissioned as provided in the Contract.

**1.1.6.8 "Scheduled Bank"** means a bank included in the second schedule to the Reserve Bank of India Act, 1934, or modifications thereto.

**1.1.6.9 "Specification"** means the Specification referred to in the Contract and any modification thereof or addition thereto, as may from time to time be furnished or



approved in writing by the Engineer.

**1.1.6.10 "Test"** means such Tests as are prescribed in the Specifications or by the Engineer or Engineer's Representative, whether performed by the Contractor or by the Engineer or his Representative or any agency acting under the direction of the Engineer.

**1.1.6.11 "Variation"** means any alteration and/ or modification to the Employer's Requirements, which is instructed by the Engineer or approved as a variation by the Engineer, in accordance with Clause 12.

**1.1.6.12 "Works"** means the work, both Permanent and Temporary, or services to be carried out, designed, manufactured, fabricated, delivered to Site, erected, installed, completed, tested, commissioned, (including Integrated Testing and Commissioning) and remedying of any defects, and/ or supplied in accordance with the Contract and include Plant, Rolling Stock and Materials and their accessories.

**1.1.6.13 "Permanent Works"** means the permanent works to be designed and executed in accordance with the Contract.

**1.1.6.14 "Temporary Works"** means all temporary works of every kind (other than Contractor's Equipment) required for the execution and completion of the Works, and the remedying of any defects.

**1.1.6.15 "Project"** means Providing services of photocopy, printing, binding of reports and allied work for office of Chief Project Manager / Vadodara, National High Speed Rail Corporation Limited project office, 3rd Floor, Productivity House, Productivity Road, Alkapuri, Vadodara.

**1.1.6.16 Interpretation**

**1.1.7** In the Contract except where the context requires otherwise:

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

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

**1.1.8** Terms and expressions not herein defined" shall have the meanings assigned to them in the "Indian General Clauses Act, 1897" or the Indian Contract Act or the Indian Sale of Goods Act or any other applicable Indian Law, as the case may be.

## **1.2 Law and Language**

The Contract shall be governed by the Acts and Laws of India, the rules, regulations and bye-laws of the concerned public bodies and authorities. Language of the Contract shall be English.

## **1.3 Contract Agreement**

The Employer and the Contractor shall execute a Contract Agreement, with such modifications as may be necessary to record the Contract. The costs of stamp duties and similar charges imposed by law shall be borne by the Contractor. The Form of Contract Agreement shall be in the format given in Annex to The Particular Conditions - Contract Forms.



#### 1.4 Priority of Documents

The documents forming the Contract are to be taken as mutually explanatory of one another. If there is an ambiguity or discrepancy or inconsistency in the documents, the Engineer shall issue any necessary clarification or instruction to the Contractor, and the priority of the documents shall be as follows:

- a) The Contract Agreement;
- b) The Letter of Acceptance;
- c) Pre and Post bid proceeds
- d) Form of Tender
- e) BOQ/Payment schedule
- f) NIT
- g) ITT
- h) The Employer's Requirements
- i) The Outline Design Specifications (Design Criteria) and Outline Construction Specifications; or any other specification
- j) Drawings
- k) The Particular Conditions of Contract;
- l) The General Conditions of Contract;
- m) The Contractor's Proposal and
- n) Any other document forming part of the Contract.

#### 1.5 Care and Supply of Construction and/ or Manufacture Documents

The Construction and/or Manufacture Documents shall be in the custody and care of the Contractor during the Contract. Unless otherwise stated in the Employer's Requirements, the Contractor shall provide three copies for the use of the Engineer and Assistants (as referred to in Sub-clause 5.3).

The Contractor shall keep, on the Site, one complete set of the documents forming the Contract, the Construction and/or Manufacture Documents, Variations, other communications given or issued from time to time and the documents/samples mentioned in Sub-clause 5.3. The Employer, the Engineer and their Assistants (as referred to in Sub-clause 3.3) shall have the right to access these documents at all reasonable times.

On discovery of any technical error or defect in a document intended to be used for the purpose of Contract, the Contractor shall promptly give notice to the Engineer of such error or defect.

#### 1.6 Communications

Communications between parties, unless otherwise specified shall be effective only when made in writing. A notice will be effective only when sent to the address of the Party by registered post or by Speed Post or delivered by hand to the Party.

#### 1.7 Employer's Use of Contractor's Documents

As between the Parties, the Contractor shall retain the copyright and other intellectual property rights in the Contractor's Documents and other design documents made by (or on behalf of) the Contractor.



The Contractor shall be deemed (by signing the Contract) to give to the Employer a non-terminable, transferable, non-exclusive royalty-free licence to copy, use and communicate the Contractor's Documents, including making and using modifications of them. This licence shall:

- a) apply throughout the actual or intended working life (whichever is longer) of the relevant parts of the Works,
- b) entitle any person in proper possession of the relevant part of the Works to copy, use and communicate the Contractor's Documents for the purposes of completing, operating, maintaining, altering, adjusting, repairing and demolishing the Works, and
- c) in the case of Contractor's Documents which are in the form of computer programs and other software, permit their use on any computer on the Site and other places as envisaged by the Contract, including replacements of any computers supplied by the Contractor

After payment of the consideration under the Contract to the Contractor all the intellectual property rights of Contractor vested in the Works, executed under the Contract, should get transferred and vested in the Employer.

### **1.8 Contractor's Use of Employer's Documents**

As between the Parties, the Employer shall retain the copyright and other intellectual property rights in the Employer's Requirements and other documents made by (or on behalf of) the Employer. The Contractor may, at his cost, copy, use, and obtain communication of these documents for the purposes of the Contract.

They shall not, without the Employer's consent, be copied, used or communicated to a third party by the Contractor, except as necessary for the purposes of the Contract.

### **1.9 Compliance with Statutes, Regulations and Laws**

The Contractor shall familiarize themselves and conform in all aspects with:

- a) the provision of any enactment in India as applicable from time to time
- b) the regulations or bye-laws of any local body and utilities.
- c) The Contractor shall be bound to give all notices required by statute, regulations or bye-laws, as aforesaid and to pay all fees and bills payable in respect thereof. The Contractor will arrange necessary clearances and approvals before the Work is taken up.

Ignorance of Rules, Regulations and Bye-laws shall not constitute a basis for any claim at any stage of work.

The Contractor shall indemnify the Employer against all penalties and liabilities of every kind of breach of any such enactment, laws, regulations, bye-laws or rules.

### **1.10 Joint and Several Liability**

If the Contractor is (under applicable Laws) a joint venture, consortium, or other incorporated or unincorporated grouping of two or more Persons:

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



## **2 The Employer**

### **2.1 General Obligations**

The Employer shall provide the Site/area of works and shall pay the Contractor in accordance with the Contract.

### **2.2 Access to and Possession of the Site**

The Employer shall grant the Contractor right of access to, and / or possession of, the Site progressively for the completion of Works. Such right and possession may not be exclusive to the Contractor. The Contractor will draw/modify the schedule for completion of Works according to progressive possession/right of such sites.

If the Contractor suffers delay from failure on the part of the Employer to grant right of access to, or possession of the Site, the Contractor shall give notice to the Engineer in a period of 28 days of such occurrence. After receipt of such notice, the Engineer shall proceed to determine any extension of time to which the Contractor is entitled and shall notify the Contractor accordingly.

For any such delay in handing over of site, Contractors will be entitled to only reasonable extension of time and no monetary claims, whatsoever shall be paid or entertained on this account.

### **2.3 Permits, Licences or Approvals**

It shall be Contractor's exclusive responsibility to get approvals, permits or license required for the Contract. However, the Employer may (where he is in a position to do so) provide reasonable assistance to Contractor at the request and cost of the Contractor in getting Permits, License or Approvals required during the Contract.

The rendering of such assistance by the Employer shall not be interpreted as a pretext by the Contractor as condoning of any delay or non-performance of any of the Contractors obligations. The following-up of all such applications shall be the responsibility of the Contractor.

### **2.4 Assignment by the Employer**

The Employer shall be fully entitled without the consent of the Contractor, to assign the benefit of the part thereof and any interest therein or thereunder to any third Party.

## **3 The Engineer**

### **3.1 Appointment of Engineer**

The Employer shall notify the Contractor in writing of the appointment and identity of the Engineer and of any replacement from time to time, in absence of any written communication from the Employer about the appointment/identity/replacement of the Engineer, the Chief Project Manager/HOD of the Employer, in charge of the Works being executed by the Contractor, would be the Engineer under the Contract.

### **3.2 Duties and Authorities of the Engineer**

The Engineer shall carry out the duties specified in the Contract. The Engineer shall have no authority to amend the Contract.

The Engineer may exercise the authority specified in, or necessarily to be implied from the Contract. If the Engineer is required to obtain the specific approval of the Employer before exercising such authority, such requirements shall be as stated in Particular



Conditions of Contract. Any requisite approval shall be deemed to have been given by the Employer for any such authority exercised by the Engineer.

The Engineer shall have no authority to relieve the Contractor of any of his duties, obligations, or responsibilities under the Contract. Any proposal, inspection, examination, testing, consent, approval or similar act by the Engineer (including absence of disapproval) shall not relieve the Contractor from any responsibility, including responsibility for his errors, omissions, discrepancies, and non-compliance with Sub-clause 5.4.

The Engineer shall copy to the Employer all communications given or received by him in accordance with the Contract.

The Engineer shall perform following duties and additional duties, if any specified in Particular Conditions of Contract:

- a) shall watch and inspect the Works, monitor the test results and examine any material to be used and workmanship employed by the Contractor in connection with the Works;
- b) shall carry out such duties and exercise such powers vested in the Engineer in accordance with the provisions of the Contract;
- c) shall issue instructions which in his opinion are necessary for the execution of the Works; and
- d) may issue any other instruction which in his opinion is desirable in connection with the Works.

### **3.3 Engineer's Authority to Delegate**

- a) The Engineer, may from time to time assign and delegate authority to Engineer's Representatives/Assistants and may also revoke such assignments and delegations. The delegation or revocation shall be in writing and shall be applicable only after same has been notified in writing to the Contractor.
- b) Each Assistant to whom duties have been assigned or authority has been delegated, shall be authorized to issue instructions to the Contractor to the extent defined by the delegation. Any determination, approval, check, certificate, consent examination, inspection, instruction, notice, proposal, request, test or similar act by an Assistant shall have the same effect as though the act had been an act of the Engineer. However:
  - i. Any failure to disapprove any Plant, Goods, Material, Design and Workmanship shall not prejudice the right of the Engineer to reject such Plant, Goods, Material, Design and Workmanship;
  - ii. if the Contractor questions any determination or instruction of an Assistant of the Engineer, the Contractor may refer the matter to the Engineer within three days of such decision having been given, who shall confirm, reverse or vary such determination or instruction.

### **3.4 Engineer's Instructions**

The Contractor shall comply with instructions given by the Engineer in accordance with the Contract.

The Contractor shall give reasonable notice to the Engineer of any instruction, which he considers necessary for the execution of the Works, to enable the Engineer to issue the instruction so that progress of the Works is not delayed. The Engineer shall not, however, be bound to issue any instruction which, in his opinion, is unnecessary.

No act or omission by the Engineer or the Assistants to the Engineer in the performance of any of the Engineer's duties or the exercise of any of the Engineer's powers under the Contract shall, in any way, operate to relieve the Contractor of any of the duties,



responsibilities, obligations or liabilities imposed upon the Contractor by any of the provisions of the Contract.

### **3.5 Engineer to Attempt Agreement**

When the Engineer is required to determine value, cost or extension of time, he shall consult with the Contractor and the Employer in an endeavour to reach agreement. If agreement is not achieved, the Engineer shall determine the matter fairly, reasonably and in accordance with the Contract, with the approval of Employer.

## **4 The Contractor**

### **4.1 General Obligations**

The Works as completed by the Contractor shall be wholly in accordance with the Contract and fit for the purposes for which they are intended, as defined in the Contract. The Works shall include any work which is necessary to satisfy the Employer's Requirements, the Contractor's Proposal and Schedules, or is implied by the Contract, or arises from any obligation of the Contractor and all works not mentioned in the Contract but which may be inferred to be necessary for stability, or completion, or the safe, reliable and efficient operation of the Works.

The Contractor shall design, if in the scope of work, manufacture, execute, install, complete, test (including Integrated Testing in case of rolling stock and signalling contracts) and commission, the Works, including providing Construction and/or Manufacture Documents, within the Time for Completion and shall remedy any defects within the Contract Period. The Contractor shall provide all superintendence, labour, Plant, Materials, Contractor's Equipment, Temporary Works and all other things, whether of a temporary or permanent nature, required in and for such design, works and remedying of defects.

Before commencing design, if in the scope of the Contract, the Contractor shall satisfy himself regarding the Employer's Requirements (including design criteria and calculations, if any) and the items of reference mentioned in Sub-clause 4.8.

The Contractor shall give notice to the Engineer of any error, fault or other defect in the Employer's Requirements or such items of reference. After receipt of such notice, the Engineer shall determine whether Clause 12 shall be applied, and shall notify the Contractor accordingly.

The Contractor shall take full responsibility for the adequacy, stability and safety of all Site operations, of all methods of construction, manufacture, and of all the Works, irrespective of any approval or consent by the Engineer.

The Contractor shall be deemed to have satisfied himself before submitting his Tender as to the correctness and sufficiency of his Tender to cover all his risks, liabilities and obligations set out in or implied by the Contract and all matters and things necessary for the proper design, manufacture, execution, installation, completion, testing, Integrated Testing whichever is in the scope of the Contract, commissioning of the Works and remedying of the Defects.

The Contractor acknowledges responsibility for ascertaining and securing at his own cost:

- a) conditions bearing upon the proper transportation, disposal, handling and storage of materials (including but not limited to hazardous toxic substances and excavated materials);
- b) availability of electricity, water and gas;
- c) availability of skilled manpower;





- d) the character of equipment and facilities needed preliminary to and during the manufacture, installation, execution, testing, Integrated Testing, and commissioning of the Works and remedying of any defects;
- e) the protection of the environment and adjacent structures which will be necessary preliminary to and during the manufacture, installation, execution, testing, Integrated Testing, and commissioning of the Works and remedying of any defects;
- f) the location of and the authorisation required for and the means of diversion of any services and facilities required for the purposes of the Works.

The Contractor shall whenever required by the Engineer, submit details of the arrangement and methods which the Contractor proposed to adopt for the execution of the Works. No alteration to these arrangements or methods shall be made without the approval of the Engineer.

## 4.2 Performance Security Amount

**4.2.1** Within 30 days from date of issue of the Letter of Acceptance, the successful Tenderer shall furnish Performance Security, for an amount of ten percent (10%) of the Accepted Contract Amount in types and proportions of currencies in which the Contract Price is payable either in the form of a Bank Draft, FDR or in the form of a Bank Guarantee from a branch in India of a scheduled foreign bank or from a scheduled commercial bank in India (but excluding Cooperative Banks) acceptable to the Employer. The Extension of time for submission of Performance Security beyond 30 (Thirty) days up to 60 days from date of issue of LOA may be given by the Authority who is competent to sign the Contract Agreement. However, a Penal Interest of 15% per annum shall be charged for the entire period i.e. from the date of issue of LOA to the date of submission of Performance Security. In case the Contractor fails to submit the requisite Performance Security within 60 days from the date of issue of LOA, the Contract shall be annulled duly forfeiting Tender Security and other dues, if any payable against the Contract. The failed Contractor shall be debarred not only from participating in re-tender for that work but also in any other tender of NHSRCL for a period of one year from date of issue of LOA. The approved form provided in the "Instructions to Tenderers" shall be used for Bank Guarantee.

The successful Tenderer shall have the following options for submission of Performance Security;

- a) Performance Security for an amount of 10% of Accepted Contract Amount, if the same is in the form of Bank Guarantee/FDR, it shall be valid up to 6 months beyond the Defect Liability Period, or
- b) Performance Security in the form of two Bank Guarantees/ FDRs, each for an amount of 5% of Accepted Contract Amount with one Bank Guarantee/FDR valid up to 6 months beyond the date of completion of work and second Bank Guarantee/FDR valid up to 6 months beyond the Defect Liability Period, or
- c) One part of Performance Security for an amount of 5% of Accepted Contract Amount, if the same is in the form of Bank Guarantee/ FDR, it shall be valid up to 6 months beyond the Defect Liability Period. For 2nd part of Performance Security for an amount of 5% of Accepted Contract Amount, amount shall be deducted at the rate of 5% of the gross amount of each running on-account bill. The Performance Security so deducted from running on-account bill, shall be released on completion of entire work in terms of Clause 4.2.3(a) of GCC. After achieving every 25% of financial progress w.r.t. Accepted Contract Amount, Contractor can ask for release of such amount deducted towards Performance Security on submission of Bank Guarantee/FDR for an equal amount with validity up to 6 months beyond the date of completion of work. The Contractor shall always have the option during the currency of Contract to submit 2nd part of Performance Security for an amount of 5% of Accepted Contract Amount in the form of Bank Guarantee/FDR with validity up to 6 months beyond the date of completion of work. In such a case, further deduction of Performance Security amount



from running on-account bill shall be stopped and the amount deducted towards Performance Security shall be released.

In case, if Contract is terminated due to Contractor's default in terms of GCC Clause 13.2, the full 10% Performance Security amount shall be forfeited. Shortfall amount, if any, shall be recovered by the Employer from monies due to the Contractor under the Contract including, without limitation, and the Employer shall have the power to recover any balance from monies due to the Contractor under any other Contract between the Employer and the Contractor.

In case the Contract value exceeds beyond 25% of the Accepted Contract Amount, the Contractor shall have to submit additional Performance Security as follows:

- a) If variation amount on plus side exceeds 25% of the Accepted Contract Amount either due to Employer's variation or due to Contractor's variation, the Contractor shall submit additional performance security equal to an amount of 10% of the variation amount exceeding the Accepted Contract Amount.

#### **4.2.2 Forfeiture**

Failure of the successful Tenderer to furnish the required Performance Security shall be a ground for the annulment of the award of Contract and forfeiture of the Tender Security.

The whole of the Performance Security amount shall be liable to be forfeited by the Employer at the discretion of the Employer, in the event of any breach of contract on the part of the Contractor. The forfeiture of the Performance Security amount by the Employer would be without prejudice to any amount(s) of money that the Employer may recover as Liquidated Damages or any other damages from the Contractor. The forfeiture of Performance Security amount by the Employer, would not operate as bar/set off/adjustment from any amount of money which becomes recoverable or is recovered by the Employer. In case of the Performance Security Amount Bank Guarantee being invoked and forfeited by the Employer, the Contractor would immediately replenish the amount of Performance Security Bank Guarantee.

#### **4.2.3 Release**

- a) On completion of the entire Work/part Work, one half of the proportionate Performance Security shall be refunded to the Contractor, on issue of Taking Over Certificate/ part Taking Over Certificate by the Engineer, in accordance with Sub-clause 9.1 and 9.2 of these conditions. The above shall not relieve the Contractor from his obligations and liabilities, to make good the defects that may be detected during the Defect Liability Period.
- b) The balance amount shall become due and shall be paid to the Contractor on signing of the Performance Certificate after expiry of the final Defect Liability Period as per Clause 10.9 of these conditions.

#### **4.2.4 Guarantees and Warranties**

Within 30 days of the date of Letter of Acceptance of the Tender, the Contractor shall submit to the Employer:

- a) An Undertaking in the approved format from a Parent Company, the identity of which shall have been submitted in writing to the Employer prior to acceptance of the Tender and against which the Employer shall have raised no objection.
- b) A written Guarantee in the approved format from a Parent Company, the identity of which shall have been submitted in writing to the Employer prior to acceptance of the Tender and against which the Employer shall have raised no objection.
- c) A warrantee in the approved format from the Contractor.

In the event that the Contractor shall comprise two or more members, corporations acting in partnership, joint venture, consortium or otherwise each such member or corporation shall submit a Parent Company Undertaking and Guarantee.



Notwithstanding any other provision of the Contract:

- a) submission by the Contractor of the requisite Performance security, Parent Company Undertakings and written Guarantees shall be condition precedent to the Contractor's entitlement to any payment, under the Contract; and
- b) failure by the Contractor to provide a Performance Security or Parent Company Undertakings or Parent Company Guarantees shall entitle the Employer either to suspend the Works or to terminate the Contract forthwith by notice in writing to that effect, notwithstanding that the Contractor may have been permitted to proceed with the Works, and the Contractor shall not be entitled to any compensation whatsoever as a consequence of such suspension or termination.

#### **4.3 Representation on Works**

Unless the Contractor's Representative is named in the Contract, the Contractor shall, within 14 days of Notice to Proceed, submit to the Engineer for consent the name and particulars of the person the Contractor proposes to appoint. The Contractor shall not revoke the appointment of the Contractor's Representative without the prior consent of the Engineer. The Contractor's Representative so nominated shall have full authority to act on behalf of the Contractor. The Contractor's Representative shall give his whole time to directing the preparation of the Construction and/or Manufacture Documents and the execution of the Works. The Contractor's Representative shall receive (on behalf of the Contractor) all notices, instructions, consents, no objection certificate, approvals, certificates, determinations and other communications under the Contract. Whenever the Contractor's Representative is to be absent from the Site, a suitable replacement person shall be appointed, with prior consent of Engineer.

Failure on part of the Contractor to comply with these provisions shall constitute a breach of Contract leading to action under Sub-clause 13.2.

The Contractor's Representative may delegate any of his powers, functions and authorities to any competent person, and may at any time revoke any such delegation. Any such delegation or revocation shall be in writing and shall not take effect until the Engineer has given prior consent thereto. The Contractor's Representative and such persons shall be fluent in the language of day to day communication and the Contractor shall be bound by and fully liable for the acts or omissions of the Contractor's Representatives or any of his employees and/or delegates, agents or nominees.

#### **4.4 Facilities for and co- ordination with others**

The Contractor shall not impede and shall afford all necessary facilities, access and/or services to the Employer, Engineer Designated Contractors, utility undertakings, other relevant authorities and other Contractors (whether employed by the Employer or not) who are carrying out on, or in the vicinity of, the Site, Works not included in the Contract but forming part of the Project:

- a) The Contractor shall take all reasonable steps to ensure that the Works are co-ordinated and integrated with the design, manufacture, installation execution and testing of such other Works and shall in particular (but without limitation):
  - i. comply with any direction which the Engineer may give for the integration of the design of the Works with the design of any other part of the Project;
  - ii. consult, liaise and co-operate with those responsible for carrying out such other Works, including where necessary, in the preparation of the respective designs, the preparation of co-ordinated programmes, method statements, co-ordination drawings and specifications together with arrangements of service priorities and zoning;



- iii. participate in Integrated Testing and Commissioning of the system with Designated Contractors and demonstrate to the satisfaction of the Engineer that the Works have been designed and constructed in a manner compatible with the Works of Designated Contractors.
- b) The Contractor shall undertake design co-ordination with other Contractors who are carrying out Works forming part of the Project as described in the Employer's Requirements. At the end of each such co-ordination period, the Contractor and the other Contractor with whose Works the interface period refers shall jointly state in writing that their design co-ordination activities are complete and that their respective designs are integrated and can be finalised without interference with each other's designs or the designs with which their designs have already been integrated. A copy of this joint written statement shall be provided to the Engineer within 7 days of the end of the said design co-ordination period. Unless and until copies of all relevant and necessary design co-ordination statements have been submitted to the Engineer, the Engineer shall be entitled to suspend any review or further review of the Contractor's or the other Contractor's design submissions. Such suspension shall not be grounds for the Contractor to claim nor shall be entitled to receive an extension of time or additional payments.
- c) The Contractor shall provide within the Site, staging, storage and unloading areas for the use of Designated Contractor's if any, who are undertaking trackwork, fare collection system, supply, testing and commissioning of Rolling Stock, escalators, lifts, signalling and telecommunications and traction power installation Works, etc. Separate locations shall be provided for each such Contractor. The exact size and location of these staging, storage and unloading areas, and the commencement date shall be coordinated and agreed during the design interface period with each Designated Contractor.
- d) Any other contract which depends for its execution on the Contract or upon which the Contract is dependent for its own execution shall be identified by the Engineer as a "Designated Contract". The Contractor shall provide attendance on Designated Contractors in accordance with the Employer's Requirements and as instructed by the Engineer. The identity of the Contractor for a Designated Contract may not be known before the execution of the Contract but this shall not be a ground for the Contractor to object to the subsequent appointment of a Designated Contractor.
- e) The Contractor shall in accordance with the requirements of the Engineer co-ordinate his own Works with that of Designated Contractors through Co-ordinated Installation Programme (CIP) stated in the Employer's Requirements, or as the Engineer may require, and shall afford the Designated Contractors all reasonable opportunities for carrying out their Works.
- f) The Contractor shall afford all reasonable opportunities, for carrying out their Work, to other Contractors employed by the Employer and their workmen respectively and the workmen of the Employer who may be engaged on or near the Site of any Work, ancillary to the Works, but, not included in the Contract and shall not cause them inconvenience.
- g) If the Contractor suffer delay by reasons of failure by any Designated Contractor to meet the specified installation interfacing and co-ordination, completion dates and if such delay has been caused otherwise than the fault of the Contractor, or, if compliance with Sub-clause (f) herein shall involve the Contractor in delay beyond that which could be reasonably foreseen by an experienced Contractor at the time of Tender, then the Engineer shall take such delay into account in determining any extension of time to which the Contractor is entitled under the Contract.
- h) It shall be the responsibility of the Contractor to ensure that the full extent of the Works under the Contract and the Works to be carried out by Designated Contractors within the Works or, in, on, under, through and over the Site are coordinated and integrated in their design, manufacture, installation and construction. Such responsibility shall



neither be mitigated nor in any other way affected by virtue of similar responsibilities being placed on other Contractors.

The Contractor shall be deemed to have made adequate allowance in the Accepted Contract Amount and in the Works Programmed in respect of these obligations.

If any act or omission of the Contractor whether directly or indirectly results in the delay in the execution of the Works of a Designated Contractor, the Contractor in addition to his liability in respect of Liquidated Damages if they become due, shall pay to the Employer, or the Engineer may deduct from Interim Payment Certificates such amount as the Engineer shall have certified in respect of additional payments or costs to the Designated Contractor in respect of such delay.

#### **4.5 Sub-contractors**

**4.5.1** The Contractor shall not sub-contract the whole of the Works

**4.5.2** Unless otherwise stated in the Particular Conditions of Contract:

- a) the Contractor shall not subcontract any work where the Accepted Contract Amount is less than Rs. One Crore except for petty sub-contracts such as labour supply, shuttering & reinforcement binding works;
- b) the Contractor shall not be required to obtain consent for purchases of Materials which are in accordance with the makes specified in the Contract or provisions of labour or for the sub contracts for which the Sub-contractor is named in the Contract;
- c) the prior consent of the Engineer shall be obtained for other proposed Sub-contractors;
- d) not less than 28 days before the intended date of each Sub-contractor commencing work, the Contractor shall notify the Engineer of such intention; and the Contractor shall give fair and reasonable opportunity for Contractors in India to be appointed as Sub-contractors.

**4.5.3** The Contractor shall be responsible for observance by all Sub-contractors of all the provisions of the Contract. The Contractor shall be responsible for the acts or defaults of any Sub-contractor, his representatives or employees, as fully as if they were the acts or defaults of the Contractor his representatives or employees and nothing contained in Sub-clause (b) of clause 4.5.2 shall constitute a waiver of the Contractor's obligations under this Contract. The Contractor shall provide to the Engineer of all the Sub-contracts including terms, conditions and pricing. The Contractor shall endeavour to resolve all matters and payments amicably and speedily with the Sub-contractors.

**4.5.4** The Contractor shall ensure that their Sub-contractors, material/equipment Suppliers, Consultants and other Agencies deployed by them in connection with execution of the Contract do not make any claim or raise any dispute before Employer. For this, necessary provision is to be made in the agreement between Contractor and their Sub-contractors/Consultants/other Agencies. Similarly, the agreement should also incorporate the provision of dispute resolution. An undertaking in the following format shall be submitted by Contractor in respect of each such agency: -

"Name of Work..... ..

In connection with above Work, M/s... .., Contractor has/is engaging M/s... .., as Sub-contractor (or Consultant or material/equipment Supplier or Service provider). For this, the terms and conditions of agreement include necessary provisions for resolution of dispute if any arising between Contractor and Sub-contractor.

It is confirmed by the Sub-contractor that any claim/dispute arising out of the above Work shall be resolved in terms of agreement and shall not be raised before NHSRCL and also shall not make any claim against NHSRCL before any forum/ court.



Signature of Contractor

#### **4.6 Assignment of Contractor's and Sub-contractor's Obligations**

The Contractor shall not assign a right or benefit under the Contract without first obtaining Employer's prior written consent otherwise than by charge in favour of the Contractor's bankers of any money due or to become due under the Contract.

If a Sub-contractor's obligations extend beyond the expiry date of Defects Liability Period, then the Contractor shall assign the benefits of such obligations to the Employer.

In the event that a Sub-contractor of any tier provides to the Contractor or any other Sub-contractor a warranty in respect of Plant, Materials or Services supplied in connection with the Works, or undertakes a continuing obligation of any nature whatsoever in relation to such Plant, Materials or Services (including without limitation an obligation to maintain stocks of spare parts) extending for a period exceeding that of the Defects Liability Period or where there is more than one Defects Liability Period exceeding that of the latest Defects Liability Period, and if the Engineer so directs in writing within 21 days of the expiry of the Defects Liability Period or the latest Defects Liability Period (as the case may be), the Contractor shall immediately assign or obtain the assignment of the benefit of such warranty or obligation to the Employer or at the direction of the Employer, to any third Party referred to in Sub-Clause 2.4.

#### **4.7 Compensation for Breach**

Any breach of Sub-clauses 4.5 to 4.6 shall entitle the Employer to rescind the Contract under Clause 13.2 of these conditions and also render the Contractor liable for loss or damage arising due to such cancellation.

#### **4.8 Setting Out**

##### **4.8.1 Accurate Setting Out**

The Contractor shall be responsible for

- a) the accurate setting out of the Works in relation to the original points, lines and levels of reference given by the Engineer in writing
- b) the correctness of position, levels, dimensions and alignments of all parts of the Works
- c) the provisions of all necessary instruments, equipment, apparatus and labour in connection with the foregoing responsibilities
- d) Carefully protecting and preserving all bench marks, sight-rails, pegs and other things used in setting out the Works
- e) Accuracy of these specified items of reference shall be deemed to have been verified by the Contractor. Accordingly, the Contractor shall have no right to claim towards time or cost caused due to errors in these specified items of reference.

The checking of any setting-out or of any line or level by the Engineer shall not in any way relieve the Contractor of his responsibility the accuracy or correctness thereof and the Contractor shall carefully protect and preserve all bench-marks, sight-rails, pegs and other things used in setting out the Works.

##### **4.8.2 Errors in Setting out**

If at any time during the execution of the Work, an error appears in the positions, levels, dimensions or alignment of any part of the Works, the Contractor on being required to do so by the Engineer shall, at Contractor's cost, rectify such error to the satisfaction of the Engineer.



#### 4.9 Site Data

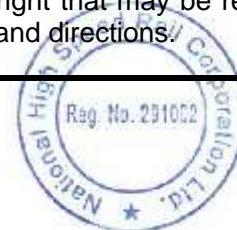
- a) The Employer shall have made available to the Contractor with the Tender documents such data in Employer's possession on hydrological and sub-surface conditions. The Geotechnical and other related data provided by the Employer are based on the investigation conducted by NHSRCL and are for reference purposes only. The Tenderer should satisfy himself with the data furnished and make his own investigations if required for submitting his offer. Any change in design or construction methodology later during execution on account of change will be borne by the Contractor. The Contractor shall not be relieved from any risk or obligation imposed on or undertaken by him under the Contract on any such ground or on the ground that he did not or could not foresee any matter which may affect or have affected the execution of the Works, or compliance with his other obligations under the Contract. The accuracy or reliability of the data/studies/reports and of any other information supplied at any time by the Employer or Engineer is not warranted including with respect to the viability of his design and execution of Works and the Contractor shall be responsible for validity, and interpretation of all such data. The Contractor shall conduct further investigations considered necessary by him at his own cost and any error, discrepancies if found in Employer's data at any stage will not constitute ground for any claim for extra time, damages and costs.
- b) The Contractor shall be deemed to have obtained all necessary information as to risks, contingencies and other circumstances which may influence or affect the Tender or Works.
- c) The Contractor shall also be deemed to have inspected and examined the Site, its surroundings, the data and other available information including with respect to the viability of his design and execution of Works and to have satisfied himself before submitting the Tender, as to all the relevant matters including without limitation:
- i. the form and nature of the Site, including the sub-surface conditions; the hydrological and climatic conditions;
  - ii. the extent and nature of the Work, Plant, and Materials necessary for the execution and completion of the Works and the remedying of any defects;
  - iii. the applicable laws, procedures and labour practices
  - iv. The Contractor's requirement for access, accommodation, facilities, personnel, power, transport and other services.
  - v. the risk of injury or damage to property adjacent to the Site and to the occupiers of such property or any other risk.

#### 4.10 Sufficiency of Accepted Contract Amount

The Contractor shall be deemed to have satisfied himself as to the correctness and sufficiency of the Accepted Contract Amount. Unless otherwise stated in the Contract, the Accepted Contract Amount shall cover all his obligations under the Contract and all things necessary for the proper design, execution and completion of the Works, testing and commissioning (including Integrated Testing and Commissioning) and remedying of any defects.

#### 4.11 Access Route

The Contractor shall be deemed to have satisfied himself as to the suitability and availability of the access routes he chooses to use. The Contractor shall (as between the Parties) be responsible for the maintenance of access routes. The Contractor shall provide at his cost signs or directions, which he may consider necessary or as instructed by Engineer for the guidance of his staff, labour and others. The Contractor shall obtain any permission concessions and related easement right that may be required from the relevant authorities for the use of such routes, signs and directions.



The Employer will not be responsible for any claims which may arise from the use or otherwise of any access route. The Employer does not guarantee the suitability or availability of any particular access route, and will not entertain any claim for any non-suitability or non-availability for continuous use during construction of any such route.

All operations for the execution of the Works shall be carried out so as not to interfere unnecessarily with the convenience of the public or the access to public or private roads or footpaths or properties owned by the Employer or by any other person.

The Contractor shall select routes, choose and use vehicles so that movement of Contractor's Equipment, Plant and Materials from and to the Site is limited so that traffic is not delayed and damage to highways and bridges is prevented. If there is any delay or damage or injury, the cost of rectification or reconstruction of highways or bridges shall be borne by the Contractor. The Contractor shall indemnify the Employer in respect of all claims, demands, proceedings, damages, costs, charges and expenses what so arising out of or in relation to any such matters.

If during the execution of the Works the Contractor shall receive an claim arising out of the execution of the Works in respect of damage to highways or bridges, he shall immediately report the facts to the Engineer. The Contractor shall negotiate a settlement in respect of such claims and indemnify the Employer in respect of all claims, proceedings, damages, costs, charges and expenses in relation thereto.

#### **4.12 Rights of Way and Facilities**

The Employer will acquire and provide land for Permanent Works and right of way (within NHSRCL's land) for access thereto over routes established by the Contractor. The Contractor shall bear all cost and charges for special or temporary rights of way which he may require including those for access to the Site. The Contractor shall also obtain, at his risk and cost, any additional facility outside the Site which he may require for the purpose of the Works. The Employer reserves the right to make use of these service roads/rights of way for itself or for other Contractors working in the area, as and when necessary without any payment to the Contractor.

#### **4.13 Programmes**

The Contractor shall submit a detailed Programme to the Engineer after receipt of the Letter of Acceptance not later than 28 days from the date of receipt of Letter of Acceptance. This programme should be prepared in software acceptable to the Engineer. The Contractor shall also submit a revised Programme whenever the Engineer finds that the previous Programme is inconsistent with actual progress or with the Contractor's obligations.

Each Programme shall include the following:

- a) the order in which the Contractor proposes to carry out the Works (including each stage of design, procurement, manufacture, delivery to Site, construction, erection, testing and commissioning),
- b) all major events and activities in the production of Construction or Manufacture Documents; and
- c) the sequence of all tests specified in the Contract including Integrated Testing and Commissioning.

Unless otherwise stated in the Contract, the Programmes shall be developed using precedence networking techniques, showing early start, late start, early finish and late finish dates.

The Engineer on receipt of a programme shall inform the Contractor in writing within 21 days after receipt of the above information;

- a) that the programme has received his consent; or





- b) that the programme is rejected, in which case reasons for such rejection shall be given; or
- c) that further information is required to clarify or substantiate the programme or to satisfy the Engineer as to its reasonableness, or
- d) that the programme has received his consent subject to incorporation of comments attached to the Notice of No Objection.

Provided that if none of the above actions is taken within the 30 day period, the Engineer shall be deemed to have given consent to the programme submitted.

The Contractor shall, within 21 days of receiving notification under sub-paragraphs (c) or (d) above, provide further information requested or the programme shall be deemed to have been rejected. The Engineer shall, within 21 days of receipt of such further information, either reject the programme or give his consent.

In the event of a programme being rejected, or deemed to have been rejected, the Contractor shall, within 21 days thereafter, submit a revised programme taking account of the reasons given for the rejection or incorporating further information requested by the Engineer, as the case may be.

The Contractor, following receipt of consent to the Works Programme, may at any time, submit to the Engineer an amended version. In the event that the Engineer grants an extension of time, instructs an Employer's Variation, or on the occurrence of any event or happening or situation, which could materially affect the progress of the Works, the Contractor shall submit a revised programme to the Engineer for his consent.

If the Engineer feels that there is a significant deviation between the actual or anticipated progress of the Works and the Works programme, the Engineer may require the Contractor to submit a revised/modified programme to ensure timely completion of Whole of Works or a Key Date or a milestone. The Contractor shall submit such revised programme within 14 days of the Engineer's instruction or within such other time as the Engineer will allow in writing.

Unless and until an amended version has the consent of the Engineer, the existing programme shall remain as the Works Programme for all purposes of the Contract.

No significant alteration to the Programmes, or to such arrangements and methods, shall be made without obtaining consent of the Engineer. If the progress of the Works does not conform to the Programmes, the Engineer may instruct the Contractor to revise the Programmes, showing the modifications necessary to achieve completion within the Time for Completion.

Consent by the Engineer to Programmes shall not relieve the Contractor of any of his responsibilities or obligations under the Contract. If the Programmes indicate that a Key Date has not, or will not be met, it shall not, by itself entitle the Contractor to an extension of time in relation to such Key Date or would entitle the Contractor for any amount of money/damages/ compensation.

#### **4.14 Progress Reports**

Monthly progress reports, in the format stated in the Employer's Requirements/ Specification (if not stated, in a format acceptable to the Engineer) shall be prepared by the Contractor and submitted to the Engineer. Each progress report shall be submitted in one paper-original, one electronic copy and additional paper copies (if any) as stated in the Particular Conditions of Contract. The first report shall cover the period up to the end of the first month following the Commencement Date. Reports shall be submitted monthly thereafter, each within 7 days after the last day of the month to which it relates.

Reporting shall continue until the Date of Completion of the Works or, if outstanding work is listed in the Taking-Over Certificate, the date on which such outstanding work is



completed. Unless otherwise stated in the Specification, each progress report shall include:

- a) charts, diagrams and detailed descriptions of progress, including each stage of (design by the Contractor, if any) Contractor's Documents, procurement, manufacture, delivery to Site, construction, erection and testing;
- b) photographs and/or video recordings showing the status of manufacture and of progress on and off the Site;
- c) for the manufacture of each main item of Plant and Materials, the name of the manufacturer, manufacture location, percentage progress, and the actual or expected dates of:
  - i. commencement of manufacture,
  - ii. Contractor's inspections,
  - iii. tests, and
  - iv. shipment and arrival at the Site;
- d) Contractor's Records: - Unless otherwise proposed by the Contractor and agreed by the Engineer, the contractor shall include records of:
  - i. occupations and actual working hours of each class of Contractor's Personnel;
  - ii. the type and actual working hours of each of the Contractor's Equipment;
  - iii. the types of Temporary Works used;
  - iv. the types of Plant installed in the Permanent Works; and
  - v. the quantities and types of Materials used for each work activity shown in the Programme, at each work location and for each day of work.
- e) copies of quality management documents, inspection reports, test results, and compliance verification documentation (including certificates of Materials);
- f) a list of Variations, and any Notices given (by the contractor) under Sub-Clause 17.1 [Procedure for Claim];
- g) health and safety statistics, including details of any hazardous incidents and activities relating to environmental aspects and public relations; and
- h) comparisons of actual and planned progress, with details of any events or circumstances which may adversely affect the completion of the Works in accordance with the Programme and the Time for Completion, and the measures being (or to be) adopted to overcome delays.

However, nothing stated in any progress report shall constitute a Notice under a Sub-Clause of these Conditions.

#### **4.15 Contractor's Equipment**

- 4.15.1** All Contractor's Equipment and Temporary Works provided by the Contractor shall, when brought on to the site, be deemed to be exclusively intended for execution of the Works and not be removed without the consent in writing of the Engineer. Such consent shall not be unreasonably withheld or delayed.
- 4.15.2** Upon completion of the Works, the Contractor shall remove from the Site all the said Constructional Plant and his unused materials.
- 4.15.3** The Employer shall not, at any time, be liable for the loss or damage to any of the Constructional Plant, Temporary Works or materials save as mentioned in Clauses 14.1.
- 4.15.4** In respect of any Constructional Plant which the Contractor shall have imported for the purpose of the Works, the Employer may assist the Contractor, where required, in procuring any necessary Government consent for re-export of the same after the completion of the Works.



**4.15.5** The Employer may assist (but is not obligated to) the Contractor, where required, in obtaining clearance through the Customs of Constructional Plant, materials and other things required for the Works.

#### **4.16 Safety of Works**

The Contractor shall throughout the execution of the Works including the carrying out of any testing, commissioning (including Integrated Testing and Commissioning), or remedying of any defect:

- a) take full responsibility for the adequacy, stability, safety and security of the Works, Plant, Rolling Stock, Contractor's Equipment, Temporary Works, operations on Site and methods of manufacture, installation, construction and transportation;
- b) have full regard for the safety of all persons on or in the vicinity of the Site (including without limitation persons to whom access to the Site has been allowed by the Contractor), comply with all relevant safety regulations, including provision of safety gear, and in so far as the Contractor is in occupation or otherwise is using areas of the Site, keep the Site and the Works (so far as the same are not completed and occupied by the Employer) in an orderly state appropriate to the avoidance of injury to all persons and shall keep the Employer indemnified against all injuries to such persons.
- c) provide and maintain all lights, guards, fences and warning signs and watchmen when and where necessary or required by the Engineer or by laws or by any relevant authority for the protection of the Works and for the safety and convenience of the public and all persons on or in the vicinity of the Site; and
- d) where any work would otherwise be carried out in darkness, ensure that all parts of the Site where Work is being carried out are so lighted as to ensure the safety of all persons on or in the vicinity of the Site and of such Work.

Contractor is required to take note of all the necessary provisions in Employer's Conditions of Contract on Safety & Health and Environment or NHSRCL SHE Manual (if any) and the Contractor's price shall be inclusive of all the necessary costs to meet the prescribed safety standards. In the case, the Contractor fails in the above, the Employer may provide the necessary arrangements and recover the costs from the Contractor.

Within 8 weeks of the date of Notice to Proceed, the Contractor shall submit a detailed and comprehensive contract-specific Site Safety & Health Plan based on the Conditions of contract on Safety & Health and Environment. The Contractor is required to make himself aware of all the requirements of the Conditions of contract on Safety & Health and Environment in this regard and comply with them. The Site Safety & Health Plan shall include detailed policies, procedures and regulations which, when implemented, will ensure compliance with Sub-Clauses 4.16 and 6.7 of these Conditions.

The Contractor shall, from time to time and as necessary or required by the Engineer, produce supplements to the Site Safety & Health Plan such that it is at all times a detailed, comprehensive and contemporaneous statement by the Contractor of his site safety and industrial health obligations, responsibilities, policies and procedures (under the laws of India) or as stated in the Contract or elsewhere.

#### **4.17 Protection of the Environment**

The Contractor shall take all reasonable steps to protect the environment (both on and off the Site) and to avoid injury, damage and nuisance to people and property resulting from pollution, noise and other results of his operations. The Contractor shall ensure that air emissions, surface discharges and effluent from the Site during the Contract Period shall not exceed the values indicated in the Employer's Requirements, and shall not exceed the values prescribed by law. The Contractor shall conform to the Employer's Requirements and shall indemnify the Employer against any liability or damages or claims arising out of his operations. The Contractor shall be responsible and liable for any



stoppage, closure or suspension of the works due to any contravention of statutory requirements relating to the protection of the environment and shall indemnify and keep indemnified the Employer in this regard.

The Contractor's Site Environmental Plan shall be developed from his Employer's Conditions of Contract on Safety & Health and Environment, as per the Employer's Requirements and Particular Conditions of Contract. Nothing extra shall be payable to the Contractor on this account and his Tender price shall be inclusive of expenditure required to be incurred for working as per Conditions of Contract on Safety & Health and Environment.

#### **4.18 Electricity Water and Gas**

The Contractor shall be responsible for making his own arrangements at his own cost to obtain supply of water, electricity or gas for the Works. The Employer where feasible may at its discretion assist the Contractor in this respect.

#### **4.19 Tools, Plants and Equipment Supplied by the Employer**

Except for any specific item mentioned in the Particular Conditions of Contract or in Employer's Requirements, the Contractor shall provide all Tools, Plants and Equipment for the Works. In respect of such exceptional Tools, Plants or Equipment committed to be provided by the Employer under terms and conditions specified in the Particular Conditions of Contract, the Contractor shall take all reasonable care and shall be responsible for all damages or loss caused by him, his representatives, sub- contractors or his workmen or others while they are in his charge.

On completion of the Works, the Contractor shall hand over the unused balance of the Tools, Plants and Equipment to the Employer in good order and repair, fair wear and tear expected, and shall be responsible for any failure to account for the same or any damage done thereto.

The decision of the Engineer as to the amount recoverable from the Contractor on this account shall be final and binding.

#### **4.20 Employer's Materials & Excavated Materials**

- a) Except for items mentioned in the Particular Conditions of Contract, the Contractor shall provide all materials for the Works. Material if any, to be provided by Employer will be done only in a phased manner as per pre- approved program, against a Bank Guarantee for the value of the Material and at terms and conditions for issue, upkeep, usage, return and recovery of such Materials as specified in Particular Conditions of Contract.
- b) Unless otherwise specified in Particular Conditions of Contract, the Contractor shall not sell or remove, except for the purpose of this Contract, sand, stone, clay, ballast, earth, rock or other materials obtained from the Work Site and these shall be the property of the Employer and will be disposed off only in the manner instructed by him.

#### **4.21 Sheds, Stores, Yards**

It shall be the responsibility of the Contractor to provide at his own expense the required sheds, store houses, and yards for both Permanent and Temporary Works and provide free access to the Engineer and the Engineer's Representative who will have right of inspection including that of instructing the Contractor to remove a particular material from the stores and not to use the same on the Works.



#### **4.22 Temporary Works**

All temporary Works necessary for the proper execution of the Works shall be provided and maintained by the Contractor at his own cost and subject to the consent of the Engineer shall be removed by Contractor at his own expense when they are no longer required and in such manner as the Engineer shall direct. In case the Contractor fails to remove the temporary Works on completion, the Engineer is authorized to get the same removed and recover the cost thereof from the Contractor.

#### **4.23 Unforeseeable Physical Conditions**

In this Clause "physical conditions" means natural physical conditions, which the Contractor encounters at Site while executing the Works excluding sub surface and climatic conditions.

If, during the execution of the Works, the Contractor shall encounter physical conditions, which, in his opinion, could not have been reasonably foreseen by an experienced Contractor, the Contractor shall forthwith give written notice thereof to the Engineer and if, in the opinion of the Engineer, such conditions could not have been reasonably foreseen by an experienced Contractor then the Engineer may certify and the Employer may pay reasonable additional cost to which the Contractor shall have been put by reason of such conditions in the following cases:

- a) for complying with any instruction which the Engineer may issue to the Contractor in connection therewith, and
- b) for any proper and reasonable measures approved by the Engineer which the Contractor may take in the absence of specific instructions from the Engineer, as a result of such conditions or obstructions being encountered.

#### **4.24 Access for Engineer**

The Contractor shall allow the Engineer or the Engineer's Representative or any other person authorised by him, at all times access to the Site, and to any place where Work in connection with the Contract is being carried out or is intended to be carried out and to any place where materials or plant are being manufactured, fabricated and/or assembled for the Works. The Contractor shall ensure that sub-contracts if any shall contain provisions entitling the Engineer or any person authorised by him to have such access.

#### **4.25 Access Road and Way Leaves**

Providing access roads/ way leaves to the site will be Contractor's responsibility.

#### **4.26 Contractor to keep Site Clear**

During the execution of the Works, the Contractor shall keep the Site free from all unnecessary obstruction, and shall store or dispose of any Contractor's Equipment or surplus materials. The Contractor shall clear away and remove from the Site, any wreckage, rubbish or Temporary Works which are no longer required.

On completion of the Works, the Contractor shall clear away and remove from site all Contractor's Plant, surplus material and Temporary Works. He should leave the whole of the site and Works in a clean, tidy and workman like condition to the satisfaction of the Engineer.

On completion of Work, the Contractor shall also clear away the labour camps, hutments and other related installations and restore the land to its original condition to the satisfaction of the Engineer within 45 days of the physical completion of Work. The cost on account of delay in return of land and reinstatement to its original condition within the stipulated time as determined by Engineer, will be recovered from the Contractor's dues.



No final payment in settlement of the accounts for Works shall be made or held to be due to the Contractor till, in addition to any other condition necessary for such final payment, site clearance and clearances of labour camps etc. shall have been effected by him. Such clearance may be made by the Engineer through any other agency at the expense of the Contractor, in the event of the Contractor's failure to comply with this provision within 7 days after receiving notice to that effect from the Engineer. All expenses on such removal/clearance shall be debitable to the Contractor as loans due from the Contractor to the Employer, and the Employer shall be competent to recover the same from Contractor's on-account or final bills, or from Performance Security amount or from any other amount payable to the Contractor in any other Contract.

#### **4.27 Security of the Site**

The Contractor shall be wholly responsible for security of Site and Works.

Unless otherwise stated in Particular Conditions of Contract

- a) the Contractor shall be responsible for keeping unauthorised persons off the Site; and
- b) Authorized persons shall be limited to the Employees of the Contractor, Sub-contractor or persons authorized by the Engineer.

#### **4.28 Contractor's Operations on Site**

The Contractor shall confine his operations to the Site, and to any additional area which may be provided to the Contractor and agreed by the Engineer as working areas. The Contractor shall take all necessary precautions to keep his personnel and equipment within the Site and such additional areas, and to keep and prohibit them from encroaching on adjacent land.

#### **4.29 Discoveries**

All fossils, coins, articles of value or antiquity, structures and other remains or things of geological or archaeological interest, in addition to oil and other minerals discovered on the Site shall be the absolute property of the Government of India. The Contractor shall take all the necessary precautions to prevent its workmen or its Sub-contractor's workmen or any other person from removing or damaging any such article or thing and shall immediately upon discovery thereof, acquaint the Engineer of such discovery and carry out the instructions of the Engineer.

#### **4.30 Publicity**

The Contractor shall not publish or otherwise circulate alone or in conjunction with any other person, any articles, photographs or other materials relating to the Contract, the Site, the Works, the Project or any part thereof, nor impart to the Press, or any radio or television network any information relating thereto, nor allow any representative of the media access to the Site, Contractor's Works Areas, or off-Site place of manufacture, or storage except with the permission, in writing, of the Employer. The Contractor shall ensure that his Sub-contractors of any tier shall be bound by similar obligation and shall, if so required by the Employer, enforce the same at his own expense. The provisions of this Sub-clause shall not exempt the Contractor from complying with any statutory provision in regard to the taking and publication of photographs.

#### **4.31 Disclosure of Relationship**

If the Contractor or any partner of the Contractor or Director of the Contractor's company is closely related to any of the Officers of the Employer or the Engineer, or alternatively, if any close relative of an officer of the Employer or the Engineer has financial interest/stake in the Contractor's firm, the same shall be disclosed by the Contractor at



the time of filing his tender. Any failure to disclose the interest involved, shall entitle the Employer to rescind the Contract, without payment of any compensation to the Contractor. The Contractor shall note that he is prohibited from developing such interest during the Contract period also.

#### **4.32 Use of Explosives**

Explosives if required on the Work shall be used by Contractor only with prior Approval of the Engineer and in the manner and to the extent permitted by him. The Contractor shall be responsible for safe upkeep of such explosives in a special magazine as per the law on explosives as well as for taking all the precautions in the usage of the explosives with proper license and at Contractor's cost, sole risk and responsibility. The Contractor shall hold the Employer harmless and indemnify for the above.

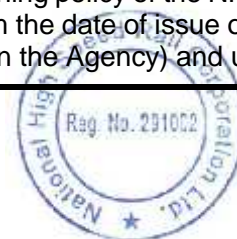
#### **4.33 Corrupt/Fraudulent/ Collusive/ Coercive Practices**

##### **4.33.1 Definition**

The Employer requires that the Bidders/Contractor's their designated Contractors and/or their Agents observe the highest standards of ethics during Tendering and execution of this Contract. In pursuance with this Policy, the Employer:

a) defines, for the purpose of these provisions, the terms set forth below as follows:

- i. "corrupt practice" means the offering, giving, receiving or soliciting of anything of value to any officer/employee of NHSRCL or Engineer or to any other person to influence in the procurement process or in Contract execution and/or after the execution of the Contract.
- ii. "fraudulent practice" means a concealment or misrepresentation of facts in order to influence a procurement process or during the execution of a Contract and/or after the execution of the Contract, which may or may not be to the detriment of the Employer and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non- competitive levels and to deprive the Employer of the benefits of free and open competition and further includes concealment or misrepresentation of facts leading to breach of any of the Contract condition during execution of the Contract which may or may not be to the detriment of the Employer.
- iii. "collusive practice" means amongst Bidders (prior to or after bid submission) a scheme or arrangement designed to establish bid prices at artificial non-competitive levels and to deprive NHSRCL of the benefits of free and open competition.
- iv. "coercive practice" means impairing or harming or threatening to impair or harm directly or indirectly, any Agency or NHSRCL or its employees/ consultants or its property, to influence improperly the actions of an Agency or NHSRCL or its employees/ consultants, obstruction of any investigation or auditing of a Procurement/ Contract process.
- v. Breach of any of the contract condition during execution.
- vi. "Suspension": Business dealings with an Agency may be suspended in exceptional cases if there is gross and blatant violation of the provisions of the Suspension/ Banning Policy by the Agency and it is considered not desirable to continue the business with the Agency pending detailed enquiry for Banning of Business Dealing. Suspension shall be for a period upto six months from the date of approval of decision of Suspension.
- vii. "Banning": Shall mean officially debarring or forbidding an Agency from participating as Vendor/ Supplier/Contractor etc. with NHSRCL, for its requirement related to all Tenders/Contracts. Business dealings with an Agency may be banned if it violates/ infringes the provisions of the Suspension/ Banning policy of the NHSRCL. Banning shall be for a period ranging from one year from the date of issue of Banning Order or Suspension Order (if suspension imposed on the Agency) and upto five years.



- b) If it is found that the Bidder/Contractor has indulged in corrupt/ fraudulent/ collusive/ coercive practices, actions such as rejection of bid/forfeiture of Tender Security or rescission/ termination of Contract/ forfeiture of Performance Security etc. shall be taken as per Suspension/Banning Policy of NHSRCL.
- c) The successful Bidders/Contractors shall apprise the Employer through General Manager (Contracts), NHSRCL of any fraud/ suspected fraud/corrupt practices as soon as it comes to their notice.

#### **4.33.2 Compensation to Contractor on rescission of Contract**

In the event of rescission of Contract under Sub-clause 4.33.1, the Contractor shall not be entitled to any compensation whatsoever, except for the Work done up to the date of rescission, payable as per the provisions of the Contract.

## **5 Design**

The clauses under the head 'Design' are applicable only in 'Design & Build' Contracts and in case of 'Part Design & Build' Contracts, these are applicable only to part of the Contract in which the design is the responsibility of the Contractor.

### **5.1 General Obligations**

The Contractor shall design and provide all necessary specifications for the Works in accordance with the site plans and Employer's requirements. Any design detail, plan, drawing, specifications, notes, annotations, and information required shall be provided in such sufficient format, details, extent, size and scale and within such time as may be required to ensure effective execution of Works and/or as otherwise required by the Engineer.

The Contractor holds himself, and his Designers as having the experience and capability necessary for the design. The Contractor undertakes that the Designers shall be available to attend discussions with the Engineer at all reasonable times during the Contract Period.

The Designer shall be the same entity as proposed by the Contractor at the time of pre-qualification, unless otherwise approved by the Employer. The Contractor shall furnish Designer's Warranty in the format approved by the Employer.

### **5.2 Contractor's warranty of design**

- a) The Contractor shall be fully responsible for the suitability, adequacy, integrity, durability and practicality of the Contractor's proposal and design.
- b) The Contractor warrants that the Contractor's Proposals and design meet the Employer's Requirements and is fit for the purpose thereof. Where there is any inadequacy, insufficiency, impracticality or unsuitability in or of the Employer's Requirements or any part thereof, the Contractor's Proposal shall consider, address or rectify such inadequacy, insufficiency, impracticality or unsuitability at Contractor's own cost.
- c) The Contractor warrants that the Works have been or will be designed, manufactured, installed and otherwise constructed and to the highest standards available using proven up-to-date good practice
- d) The Contractor warrants that the Works will, when completed, comply with enactments and regulations relevant to the Works
- e) The Contractor warrants that the design of the Works and the manufacture of Plant have taken or will have taken full account of the effects of the intended manufacturing and installation methods, Temporary Works and Contractor's Equipment
- f) The Contractor shall also provide a Guarantee from the Designer for the design for suitability, adequacy, practicality of design for Employer's Requirements





- g) The Contractor shall indemnify the Employer against any damage, expense, liability, loss or claim, which the Employer might incur, sustain or be subject to arising from any breach of the Contractor's design responsibility and/or warranty set out in this Clause.
- h) The Contractor further specifies and is deemed to have checked and accepted full responsibility for the Contractor's Proposal and warrants absolutely that the same meets the Employer's Requirements:
- i. Notwithstanding that such design may be or have been prepared, developed or issued by the Employer, any of Contractor's Consultants, his Sub-contractors and/or his qualified personnel/persons or cause to be prepared, developed or issued by others.
  - ii. Notwithstanding any warranties, guaranties and/or indemnities that may be or may have been submitted by any other person.
  - iii. Notwithstanding that the same have been accepted by the Engineer

The Contractor shall be fully responsible for the Plants, Materials, goods, workmanship, preparing, developing and coordinating all design Works to enable that part of the Works to be constructed and/or to be fully operational in accordance with the Contract's requirements.

Apart from the Contractor, the above warranty shall also be applicable for his Designer. This warranty shall be a part of his Sub-contract with the Designer and should be made available at the time of signing of the Agreement.

No claim for additional payment or extension of time shall be entertained and/or the Contractor shall not be relieved from any obligation/liability under the Contract, for any delay, suspension, impediment to or adverse effect upon the progress of the Works due to any mistake, inaccuracy, discrepancy or omission in or between the Contractor's, the Definitive Design and the final design, or any failure by the Contractor to prepare any Design Data or submit the same to the Engineer in due time and the Contractor shall promptly make good any such defect at his own cost.

### **5.3 Construction and/or Manufacture Documents**

The Manufacture Documents shall comprise the technical documents specified in the Employer's Requirements, documents required to satisfy all regulatory approvals, documents described in Sub Clause 5.6 (As Built Document), and Sub Clause 5.7 (Operations and Maintenance Manuals). The Contractor shall prepare all Manufacture Documents in sufficient detail and shall also prepare any other document necessary to instruct the Contractor's personnel. The Engineer shall have the right to inspect the preparation of all these documents wherever they are being prepared.

Each of the Construction and/or Manufacture Documents shall, when considered ready for use, be submitted to the Engineer for pre-construction or pre-manufacture review. Unless otherwise stated in Employer's Requirements, each review by the Engineer shall not exceed 21 days, calculated from the date on which the Engineer receives the Manufacture Document.

The Engineer may during the review period, give notice to the Contractor that a Manufacture Document fails (to the extent stated) to comply with the Employer's Requirements, it shall be rectified, resubmitted and reviewed (and if specified, approved) in accordance with this Sub-clause, at the Contractor's cost.

For each part of the Works, and except to the extent that the prior consent of the Engineer shall have been obtained:

- a) In the case of a Construction and/or Manufacture Document which has (as specified) been submitted for the Engineer's approval



- i. The Engineer shall give notice to the Contractor that the Construction and/or Manufacture Document is provided with no objection, with or without comments, or that it fails (to the extent stated) to comply with the Contract
  - ii. Execution of such part of the Works shall not commence until the Engineer has provided with no objection for the Construction and/or Manufacture Document; and
  - iii. The Engineer shall be deemed to have provided with no objection for the Construction and/or Manufacture Document upon the expiry of the review periods for all the Construction and/or Manufacture Documents which are relevant to the design and execution of such parts, unless the Engineer has previously notified otherwise in accordance with sub- paragraph (i)
- b) construction and/or manufacture of such part of the Works shall not commence prior to the expiry of the review of the Construction and/or Manufacture Documents which are relevant to its design and execution;
- c) construction and/or manufacture shall be in accordance with such reviewed (and if specified, approved) Construction and/or Manufacture Documents; and
- d) if the Contractor wishes to modify any design or document which has previously been submitted for such pre-construction and/or pre- manufacture review, the Contractor shall immediately notify the Engineer, and based on Engineer's approval shall subsequently submit revised documents to the Engineer in accordance with the above procedure.

If the Engineer instructs that further Construction and/or Manufacture Documents are necessary for carrying out the Works, the Contractor shall promptly and at Contractor's cost prepare such documents,

Errors, omissions, ambiguities, inconsistencies, inadequacies and other defects if found at any stage in construction or any operations manufacture documents, then shall be rectified by the Contractor at his own cost and any approval or consent or review (under this sub-clause or otherwise) by the Employer/Engineer of the Manufacture and Construction Documents under this Sub-clause shall not relieve the Contractor from any obligations or responsibility under the Contract.

#### **5.4 Technical Standards and Regulations**

The design, the Construction and/or Manufacture Documents, the execution and the completed Works (including remedying of defects therein) shall comply with the specifications, technical standards, building construction, safety and environmental regulations and other standards specified in the Employer's Requirements applicable to the Works or defined by the applicable laws and regulations.

#### **5.5 Samples**

The Contractor shall submit at his own cost the following samples and relevant information to the Engineer for pre-construction and/or pre-manufacture review in accordance with the procedure for Construction and/or Manufacture Documents described in Sub-clause 5.3:

- a) manufacturer's standard samples of Materials,
- b) samples (if any) specified in the Employer's Requirements.

Each sample shall be labelled as to origin and intended use in the Works

#### **5.6 As-Built Drawings and Documents**

This clause is applicable for 'Build' part of Contract also. The Contractor shall prepare, and keep up-to-date, a complete set of "as-built" records of the execution of the Works, showing the exact "as-built" locations, sizes and details of the Works as executed, with



cross references to relevant specifications and data sheets. These records shall be kept on the Site and shall be used exclusively for the purposes of this Sub-clause. Six copies shall be submitted to the Engineer prior to the commencement of the Tests on Completion.

In addition, the Contractor shall prepare and submit to the Engineer "as-built drawings" of the Works, showing all Works as executed. The drawings shall be prepared as the Works proceed, and shall be submitted to the Engineer for his inspection. The Contractor shall obtain the consent of the Engineer as to their size, the referencing system, and other pertinent details.

Prior to the issue of any Taking Over Certificate, the Contractor shall submit to the Engineer one soft copy and four printed copies of the relevant "as-built drawings", and any further Construction and/or Manufacture Documents specified in the Employer's Requirements. The Works shall not be considered to be completed for the purposes of Taking Over under Sub-clause 9.1 until such documents have been submitted to the Engineer.

## **5.7 Operation and Maintenance Manuals**

Prior to commencement of the Tests on Completion, the Contractor shall prepare, and submit to the Engineer, Operation and Maintenance Manuals in accordance with the Employer's Requirements and in sufficient detail for the Employer to operate, maintain, dismantle, reassemble, adjust and repair the Works. The Works shall not be considered to be completed for the purposes of Taking Over under Sub-clause 9.1 until such Operation and Maintenance Manuals have been submitted to the Engineer and received his consent.

## **5.8 Intellectual Property Rights and Royalties**

The Contractor shall indemnify the Employer and the Engineer from and against all claims and proceedings on account of infringement (or alleged and Royalties infringement) of any patent rights, registered designs, copyright design, trademark, trade name, know-how or other Intellectual Property Rights in respect of the Works, Contractor's Equipment, machines, work method, or Plant, or Materials, or anything whatsoever required for the Works and from and against all claims, demands, proceedings, damages, costs, charges and expenses whatsoever in respect thereof or in relation thereto. The Contractor shall pay all traffic surcharges and other royalties, licence fees, rent and other payments or compensation, if any, for getting stone, sand, gravel, clay or other materials, machine, process, systems, work methods, or Contractor's Equipment required for the Works. The Contractor shall, in the event of infringement of Intellectual Property Rights, rectify, modify or replace at his own cost the Works, Plant or materials or anything whatsoever required for the Works so that infringement no more exist or in the alternative shall procure necessary rights/license so that there is no infringement of Intellectual Property Rights.

The Contractor shall indemnify the Employer and the Engineer from and against all claims and proceedings on account of infringement (or alleged and Royalties infringement) of any patent rights, registered designs, copyright design, trademark, trade name, know-how or other Intellectual Property Rights in respect of the Works, Contractor's Equipment, machines, work method, or Plant, or Materials, or anything whatsoever required for the Works and from and against all claims, demands, proceedings, damages, costs, charges and expenses whatsoever in respect thereof or in relation thereto. The Contractor shall pay all traffic surcharges and other royalties, licence fees, rent and other payments or compensation, if any, for getting stone, sand, gravel, clay or other materials, machine, process, systems, work methods, or Contractor's Equipment required for the Works. The Contractor shall, in the event of infringement of Intellectual Property Rights, rectify, modify or replace at his own cost the Works, Plant or materials or anything whatsoever required for the Works so that infringement no more exist or in the alternative



shall procure necessary rights/license so that there is no infringement of Intellectual Property Rights.

The Contractor shall be promptly notified of any claim under this Sub- Clause made against the Employer. The Contractor shall, at his cost, conduct negotiations for the settlement of such claim, and any litigation or arbitration that may arise from it. The Employer or the Engineer shall not make any admission which might be prejudicial to the Contractor unless the Contractor has failed to take over the conduct of the negotiations, litigation or arbitration within a reasonable time after having been so requested. In the event of Contractor failing to act at Engineer's notice, the Employer shall be at full liberty to deduct any such amount of pending claim from any amount due to the Contractor under this Contract or any other Contract.

Insofar as the patent, copyright or other intellectual property rights in any Plant, Design Data, plans, calculation, drawings, documents, Materials, know-how and information relating to the Works shall be vested in the Contractor, the Contractor shall grant to the Employer, his successors and assignees a royalty- free, non- exclusive and irrevocable licence (carrying the right to grant sub- licences) to use and reproduce any of the works, designs or inventions incorporated and referred to in such Plant, documents or Materials and any such know-how and information for all purposes relating to the Works (including without limitation the design, manufacture, installation, reconstruction, Testing, commissioning, completion, reinstatement, extension, repair and operation of the Works).

If any patent, registered design or software is developed by the Contractor specifically for the Works, the title thereto shall vest in the Employer and the Contractor shall grant to the Employer a non-exclusive irrevocable and royalty- free licence (carrying the right to grant sub-licence) to use, repair, copy, modify, enhance, adapt and translate in any form such Software for his own use.

If the Contractor uses proprietary software for the purpose of storing or utilising records, the Contractor shall obtain at his own expense the grant of a licence or sub-licence to use such software in favour of the Employer and shall pay such licence fee or other payment as the grantor of such licence may require provided that the use of such software under the licence may be restricted to use relating to the design, construction, reconstruction, manufacture, completion, reinstatement, extension, repair and operation of the Works or any part thereof.

The Contractor's permission referred to above shall be given, inter alia, to enable the Employer to disclose (under conditions of confidentiality satisfactory to the Contractor) programmes and documentation for a third Party to undertake the performance of services for the Employer in respect of such programmes and documentation.

If any software is developed under the Contract or used by the Contractor for the purposes of storing or utilising records over which the Contractor or a third Party holds title or other rights, the Contractor shall permit or obtain for the Employer (as the case may require) the right to use and apply that Software free of additional charge (together with any modifications, improvements and developments thereof) for the purpose of the design, manufacture, installation, reconstruction, testing, commissioning completion, reinstatement, extension, repair, modification or operation of the Works, or any part thereof, or for the purpose of any Dispute.

The Employer reserves the right to use other Software on or in connection with the Works.

## **6 Staff and Labour**

### **6.1 Engagement of Staff and Labour**

The Contractor shall make his own arrangements for the engagement of staff and labour at his own cost.



## 6.2 Rates of Wages and Conditions of Labour

Full compliance of statutory requirements apart, the Contractor shall pay rates of wages and observe conditions of labour not less favourable than those fixed by appropriate Government for the industry.

The Contractor shall make himself aware of all labour regulations and their impact on the cost and build up the same in the Accepted Contract Amount. During the Contract Period, no extra amount in this regard shall be payable to the Contractor, for whatsoever reason including any revision of rates payable to the labour due to revision of rates payable in Minimum Wages Act.

Labour provided by the Contractor either directly or through Sub-contractors, for the exclusive use of the Employer or the Engineer, shall, for the purpose of this Sub-clause be deemed to be employed by the Contractor.

In the event of default being made in the payment of any money in respect of wages of any person employed by the Contractor or any of its Sub-contractors of any tier in and for carrying out of this Contract and if a claim therefore is filed in the office of the Labour Authorities/Court and proof thereof is furnished to the satisfaction of the Labour Authority/Court, the Employer may, failing payment of the said money by the Contractor, make payment of such claim on behalf of the Contractor to the said Labour Authorities/Court and any sums so paid shall be recoverable by the Employer from the Contractor.

## 6.3 Persons in the service/ retired of Employer/ Engineer

- a) The Contractor shall not recruit or attempt to recruit staff and labour from amongst the Employer and the Engineer's personnel.
- b) The Contractor either at the tendering stage or during construction stage will not employ any retired employee of Employer or Engineer of the Employer in any capacity unless such employee has completed at least one year post retirement period or has obtained the no-objection certificate from Employer for being employed with the Contractor. It will be responsibility of the Contractor to collect the Employer's no objection certification from such retired employee and submit the same back to the Employer.

In case of non-compliance of above, in addition to any or several of the courses, referred in Sub-clauses 13.2 being adopted by the Employer, the Contractor on Termination of the Contract for the aforesaid reasons will have no claim whatsoever against the Employer except for actual value of the Work executed till the time of Termination.

## 6.4 Labour Laws

- a) In dealing with labour and employees, the Contractor and his Sub- contractors (including piece rate and petty Contractors) shall comply fully with all laws and statutory regulations pertaining to engagement, payment and upkeep of the labour in India.
- b) The Contractor shall have a Labour Welfare Organisation which shall be responsible for labour welfare and compliance with prevalent labour laws, statutes and guidelines. The Labour Welfare Organization of Contractor shall comprise of such competent officials having requisite qualification as prescribed in Conditions of Contract on Safety & Health and Environment. In no case, an under qualified person may be appointed in Labour Welfare Organisation of Contractor. In this context the Contractor is also required to familiarize himself with NHSRCL's Labour Welfare Fund as specified in Particular Conditions of Contract or elsewhere in the Contract.
- c) The Labour Welfare Organisation of Contractor shall prepare and submit a monthly compliance/Status Report of adherence to labour laws to the Engineer.



- d) The Contractor will ensure to open bank accounts for each worker employed by him and his Sub-contractors and all the payments to workers will be released through bank accounts.
- e) The violation of Labour Laws viz. Contractor Labour (Regulation & Abolition) Act, 1970 & Central Rules, 1971 made thereunder or other applicable Labour Laws under the jurisdiction shall attract following penalties in addition to the penalties imposed by Statutory Authorities in terms of applicable Rules: -
- i. Delay in payment of dues to any workmen: Rs. 100/- per day per workman
  - ii. Non-compliance(s) of any other provision of labour laws, pointed out by Employer/ Engineer or their representative: Rs. 5000/- for each non-compliance informed in writing, under the contract

The decision of Engineer with regard to the merits of imposition of penalty, determination of non-compliance and amount of penalty shall be final and binding on Contractor. The 'Contract' under this Sub-clause shall include any workmen employed by Contractor working within premises of Works at Employer's establishment whether directly or through Sub-contractor etc.

- f) The Contractor shall ensure the registration of all his eligible workers inclusive of Sub-contractor and Petty Contractors with BOCW (Building and Other Construction Workers) Board.

## 6.5 Working Hours

The Contractor if required, shall carry out work during night hours or in shifts, unless specifically provided otherwise in the Contract. No increase in rates or extra payments shall be admissible for night work.

The Contractor shall provide adequate lighting and safety arrangements. The Contractor shall also provide rest room if the work is being carried out in night shift.

## 6.6 Facilities for Staff and Labour

The Contractor shall provide and maintain at his own expense, all necessary accommodation and welfare facilities as per prevailing labour & welfare laws for his (and his Sub-contractor's) staff and labour. This includes good practices like provision of temporary creche (Bal Mandir) where 50 or more women are employed at a time. All accommodation shall be maintained in a clean and sanitary condition, by the Contractor at his own cost. Separate rest room, toilets needs to be provided for female workers.

## 6.7 Health and Safety

Precaution shall be taken by the Contractor to ensure the health and safety of his staff and labour. The Contractor shall, in collaboration with and to the requirements of the local health authorities, ensure that medical staff, first aid facilities, sick bay and ambulance service are available at the accommodation and on the Site at all times, and that suitable arrangements are made for all necessary welfare and hygiene requirements and for the prevention of epidemics. The Contractor shall maintain records and make reports concerning health, safety and welfare of persons, and damage to property, as per the Engineer's requirement and will ensure complete compliance with relevant clauses of Employer's Conditions of Contract on Safety & Health and Environment.

The Contractor's Site Safety Plan shall be developed from his Outline Safety Plan as per Employer's Requirements and Conditions of Contract on Safety & Health and Environment of the Employer.

The Contractor shall appoint a member of his staff at the Site to be responsible for maintaining the safety, and protection against accidents, of personnel on the Site. This



person shall be qualified for the work and shall have the authority to issue instructions and take protective measures to prevent accidents.

## **6.8 Contractor's Superintendence**

The Contractor shall provide all necessary superintendence during the design and execution of the Works, and as long thereafter as the Engineer may consider necessary for the proper fulfilling of the Contractor's obligations under the Contract. Such superintendence shall be provided by sufficient persons having adequate knowledge of the operations to be carried out (including the methods and techniques required, the hazards likely to be encountered and methods of preventing accidents) for the satisfactory and safe execution of the Works.

## **6.9 Provision of Efficient and Competent Staff**

The Contractor shall employ (or cause to be employed) only persons who are careful and appropriately qualified, skilled and experienced in their respective trades or occupations. The Engineer may require the Contractor to remove (or cause to be removed) any person employed on the Site or Works, including the Contractor's Representative, who in the opinion of the Engineer:

- a) persists in any misconduct,
- b) is incompetent or negligent in the performance of his duties,
- c) fails to conform with any provisions of the Contract, or persists in any conduct which is prejudicial to safety, health of workers, or the protection of the environment.

## **6.10 Preservation of Peace and orderly conduct**

**6.10.1** The Contractor shall be responsible for preservation of peace and orderly conduct at the site and its neighbourhood by Contractor's employees, Representatives, petty Contractors, Sub-contractors etc. In case, deployment of a Special Police Force, becomes necessary at or near Site, during the tenure of Works, the expenses for the same shall be borne by the Contractor.

**6.10.2** The Contractor shall at all times take all reasonable precautions which will include that no labour or employee is permitted to work at site in an intoxicated state or under influence of drugs, to prevent any unlawful: riotous or disorderly conduct by or amongst his staff and labour, and to preserve peace and protection of persons and property in the **neighbourhood of the Works against such conduct.**

## **6.11 Labour to be Contractor's Employee**

If, the Contractor directly or through petty Contractors or Sub-contractors supplies any labour to be used wholly or partly under the direct orders and control of the Engineer or the Employer, whether in connection with any Work being executed by the Contractor or otherwise for the purposes of the Employer, such labour shall, for the purpose of this clause, be deemed to be persons employed by the Contractor.

## **6.12 Report of Accidents to Labour**

The Contractor shall be responsible for safety of all employees, employed by him on Works, directly or through petty Contractors or Sub-contractors, and shall report accidents relating to any of them, however, and wherever occurring on Works, to the Engineer or the Engineer's Representative and shall make every arrangement to render all possible assistance and to provide prompt and proper medical attention. The compensation for affected workers or their relatives shall be paid by the Contractor in such cases with utmost expeditiously in accordance with the Workmen's Compensation Act or ESI Act as applicable.



**6.13 Claim' on account of violation of Labour laws**

The Contractor shall be solely accountable for violation of any labour law by it, its petty Contractors or Sub-contractors and will pay any such claim/damage to the authorities forthwith on demand. If any money shall, as a result of any instructions, directions or decisions from the Authorities/Court or claim or application made under any of the labour laws or regulations, be directed to be paid by the Employer, such money shall be deemed to be money payable to the Employer by the Contractor and he will pay the same to the Employer forthwith on demand, without demur and without asking for any reasons/ explanations from the Employer. On failure of the Contractor to repay the Employer any money paid or to be paid by it as aforesaid within seven days after the same shall been demanded, the Employer shall be entitled to recover the amount from any money due or accruing to the Contractor under this or any other Contract with the Employer.

**6.14 Maintenance of Records**

The Contractor shall maintain all records pertaining to labour as mandated by the law of the land and shall keep it preserved at least for three years after the completion of the Project.

**7 Quality Control****7.1 Manner of Execution**

All Plant, goods, and Materials to be supplied shall be manufactured, and all Work to be done shall be executed, in the manner set out in the Contract. Where the manner of manufacture and execution is not set out in the Contract the work shall be executed in a proper, workman like and careful manner, with properly equipped facilities and non-hazardous Materials, and in accordance with modern recognised good practice.

**7.2 Source of Materials**

Sources of Materials being supplied shall be intimated to the Engineer and are subject to his approval. Materials that are not specified in the Contract document shall conform to the relevant Indian Standards or in their absence, shall conform to any International Standard approved by the Engineer.

**7.3 Delivery to Site**

The Contractor shall be responsible for procurement transport receiving, unloading and safe keeping of all Plant, Rolling Stock, Construction, Materials, Contractor's Equipment and other things required for the completion of the Works.

**7.4 Inspection****7.4.1** The Employer and the Engineer shall at all reasonable times

- a) have full access to all parts of the Site and to all places from which natural materials are being obtained, and
- b) during production, manufacture, fabrication and construction (at the site and elsewhere) be entitled to inspect, examine, measure and test the materials and workmanship, and to check the progress of manufacture, of all Plant, goods, construction and Materials to be supplied under the Contract.

The Contractor shall give the Engineer full opportunity to carry out these activities including providing access, facilities, permissions and safety equipment. No such activity/inspection shall relieve the Contractor from any obligation or responsibility.





## 7.5 Testing

This sub clause shall apply to all tests specified in the Contract, other than the Tests on Completion.

The Contractor shall provide all documents and other information necessary for all types of testing and such assistance, labour, materials, electricity, fuel, stores, apparatus and instruments as are necessary to carry out such tests efficiently.

The Contractor shall agree, with the Engineer, the time and place for the testing of any Plant, goods, Materials and other parts of the Works as specified in the Contract. The Employer/ Engineer may instruct the Contractor for any additional test, at Employer's cost.

The Engineer shall give the Contractor not less than 24 hours' notice of his intention to attend the tests.

If the Engineer does not attend at the time and place agreed, or if the Contractor and the Engineer agree that the Engineer shall not attend, the Contractor may proceed with the tests, unless the Engineer instructs the Contractor otherwise. Such tests shall be deemed to have been made in the Engineer's presence.

The Contractor shall promptly forward to the Engineer duly certified reports of the tests. If the Engineer has not attended the tests, he shall accept the readings as accurate. When the specified tests have been passed, the Engineer shall endorse the Contractor's test certificate, or issue a certificate to him, to that effect.

The expense of conducting such Tests shall be borne by the Contractor. No such testing shall relieve the Contractor from any obligation or responsibility.

## 7.6 Rejection

- a) If, as a result of inspection, examination or testing, any Plant, goods, Material, design or workmanship is found to be defective or otherwise not in accordance with the Contract, the Engineer may reject the same duly giving notice to the Contractor with reasons. The Contractor shall then promptly make good the defect and ensure that the rejected item after rectification complies with the Contract.
- b) If the Engineer requires such Plant, Goods, Material, Design or Workmanship to be retested, the tests shall be repeated under the same terms and conditions. If such rejection and retesting cause the Employer to incur additional costs, such costs shall be recoverable from the Contractor by the Employer, and may be deducted by the Employer from any sum due, or to become due, to the Contractor.
- c) Notwithstanding any previous Test or certification, the Engineer shall have the authority to instruct the Contractor: -
  - i. To remove from the Site and replace any plant or Materials which is not in accordance with the Contract.
  - ii. To remove and re-execute any other work which is not in accordance with the Contract.
- d) Execute any work which is urgently required. for the safety of the Works, whether because of an accident unforeseeable event or otherwise.
- e) In case of default on the part of the Contractor in carrying out such order, the Employer shall be entitled to employ and pay other Parties, to carry out the same, and all expenses consequent thereof or incidental thereto, shall be recoverable from the Contractor or may be deducted by the Employer from any sum which may be due to the Contractor.



## **7.7 Liability after Inspection and Testing**

The Contractor shall not be released from any liability or obligation under the Contract by reason of any such inspection or testing or witnessing of testing, or by the submission of reports of inspection or testing to the Engineer.

## **7.8 Ownership of Plant and Materials**

**7.8.1** Each item of Plant, goods, and Material shall become the property of the Employer, when it is delivered to Site or payment thereof, either in part or full, has been made. The Contractor shall however continue to bear the risk in respect of such items which continue to remain in his custody.

## **7.9 Cost of Employer's Attendance Including Travel**

The Employer shall bear the costs of attendance including travel by the Employer or his Representative for the purposes of Sub-clauses 7.4 and 7.5 above. The cost of attendance including travel by the Employer, Engineer or his Representative for the purpose of Sub-clause 7.6 shall be borne by the Contractor.

## **7.10 Covering up of Works**

### **7.10.1 Examination of Work before covering up**

No Work or part of Work shall be covered up or put out of view, without the prior approval of the Engineer or the Engineer's Representative.

### **7.10.2 Cost of uncovering the Work already covered up**

The Contractor shall uncover any part or parts of the Works, or make openings in or through the same, as the Engineer may from time to time direct, and shall reinstate and make good such part or parts, to the satisfaction of the Engineer. If any such part or parts have been covered up, or put out of view after compliance with the requirement of Sub-clause 7.11.4 and the Works are found to be executed in accordance with the Contract the expenses of uncovering, making openings in or through, reinstating and making good the same, shall be borne by the Employer, but if the Works are found to be defective, costs shall be borne by the Contractor.

In case after completion of a part of the Work, the part of Work is not fully consistent with the Employer's Requirements and there is no way to change the same, in that case, the same (provided it has no implication on safety and operation) shall be accepted only at a Contractor's deemed variation at lower negotiated price.

The decision of the Engineer in this regard shall be final and binding on the Contractor.

## **7.11 Tests on Completion**

### **7.11.1 Contractor's Obligations**

The Contractor shall carry out the Tests on Completion at his own cost in accordance with the Contract after providing the documents in accordance with Sub-clauses 5.4 and 5.5. The Contractor shall give, to the Engineer, 21 days' notice of the date after which the Contractor will be ready to carry out the Tests on Completion. Unless otherwise agreed, such Tests shall be carried out within 14 days after this date, on such day or days as the Engineer shall instruct.

Unless otherwise stated in Particular Conditions of Contract, the Tests on Completion shall be carried out in the following sequence

- a) pre-commissioning test, which shall include appropriate instructions and ("dry" or "cold") functional tests to demonstrate that each item of the Plant, goods and Work can safely undertake the next stage



- b) Commissioning Test shall include the specified operational tests to demonstrate that Works or Sections can be operated safely and as specified under all available operating condition
- c) trial operation which shall demonstrate that the Works or Section perform reliably and in accordance with the Contract

The Contractor at his cost shall arrange all tools, equipment, gadgets, facilities or as deemed necessary by the Engineer for such tests, In considering the results of the Tests on Completion, the Engineer shall make allowances for the effect of any use of the Works by the Employer on the performance or other characteristics of the Works. As soon as the Works, or a Section, have passed the Tests on Completion described in sub-paragraphs (a), (b) or (c), the Contractor shall provide the Engineer and the Employer with a certified report of the results of all such Tests.

#### **7.11.2 Delayed Tests**

If the Engineer opines that Tests on Completion are being unduly delayed by the Contractor the Engineer may by notice require the Contractor to carry out such Tests within 21 days after the receipt of the notice. The Contractor shall carry out such Tests on such day or days as the Contractor may fix and of which he shall give notice to the Engineer.

If the Contractor fails to carry out the Tests on Completion within 21 days, the Engineer may proceed with such Tests at the risk and cost of the Contractor. The Tests on Completion then shall be deemed to have been carried out in the presence of the Contractor and the results of such Tests shall be accepted as accurate.

#### **7.11.3 Retesting**

If the Works, or a part thereof, or a Section, fail to pass the Tests on Completion, Sub-clause 7.6 "Rejection" shall apply, and the Engineer or the Employer may require such failed Tests, and the Tests on Completion on any related work, to be repeated under the same terms and conditions.

#### **7.11.4 Failure to Pass Tests on Completion**

If the Works, or a part thereof, or a Section, fail to pass the Tests on Completion, repeated under Sub-clause 7.11.3, the Engineer shall be entitled to:

- a) order further repetition of Tests on Completion under Sub-clause 7.11.3; or
- b) reject the Works, or a part thereof, or a Section (as the case may be), in which event the Employer shall have the same remedies against the Contractor as are provided under Clause 13; or
- c) issue a Taking Over Certificate, if the Employer so requires. The Contract Price shall then be reduced by such amount as determined by the Engineer and as shall be appropriate to cover the reduced value to the Employer as a result of this failure. The Contractor shall then proceed in accordance with his other obligations under the Contract.

### **7.12 Integrated testing and system commissioning**

#### **7.12.1 Integrated Testing**

Tests on Completion shall also include Integrated Testing where applicable as per the Conditions of Contract. The Contractor shall, following satisfactory completion of tests on his Works, equipment, sub-systems or system, perform, at the direction of the Engineer, programme of tests to verify and confirm the compatibility and complete performance of his Works, equipment, sub- systems or system with the Works, equipment, sub-systems or system provided by others.

#### **7.12.2 Compliance of Test Results**



The results of the Integrated Testing and Commissioning shall be compiled and evaluated by the Engineer and the Contractor.

### **7.12.3 Retesting**

If the Works, or a part thereof, or a Section, fail to pass the Integrated Testing and Commissioning, the Engineer shall require such failed Tests, to be repeated under the same terms and conditions. If such failure and retesting result from a default of the Contractor and cause the Employer to incur additional costs, the same shall be recoverable from the Contractor by the Employer, and may be deducted by the Employer from any money due or to become due, to the Contractor.

### **7.12.4 Failure to Pass Test**

If the Works, or a part thereof, or a Section, fail to pass Integrated Testing and Commissioning and the Contractor in consequence proposes to make any adjustment or modification to the Works or a part thereof, or a section, the Engineer may, with the approval of the Employer, instruct the Contractor to carry out such adjustment or modification, at his own cost and to satisfy the requirements of Integrated Testing and Commissioning within such time as the Employer/ Engineer may deem to be reasonable.

### **7.12.5 Statutory Requirements**

The Contractor along with others shall carry out all statutory tests and trials, under the supervision of the Engineer, necessary for obtaining sanction of the competent authority for opening the system for public carriage of passengers.

## **8 Time Management**

### **8.1 Commencement of Works**

The Contractor shall commence the Works on the date specified in the Letter of Acceptance or if no date is specified in the Letter of Acceptance, on the date specified in an instruction in writing to that effect from the Engineer (Notice to Proceed). Thereafter the Contractor shall proceed with due diligence, without delay, and in accordance with the programme or any revised or modified programme of the Works. Time will be the essence of Contract and time for Completion shall reckon from the date the Contractor is required to commence the Works under this Clause.

### **8.2 Time for Completion**

Time is the essence of Contract and will remain so at all times during the pendency of the Contract including the extended period of Contract. The Contractor shall ensure defect free completion and passing of tests on the completion, including integrated testing wherever provided in the scope of Work and commissioning of the whole of the Works and/or parts thereof before the same is taken over by the Employer.

### **8.3 Delay**

In case of delay on the part of the Contractor, the Contractor shall be liable to pay Liquidated Damages and any other compensation for the damages suffered by the Employer as per clause 8.5. This is without prejudice to the right of the Employer to rescind the Contract.

Failure or delay by the Employer or the Engineer, to hand over to the Contractor the Site necessary for execution of Works, or any part of the Works, or to give necessary notice to commence the Works, or to provide necessary Drawings or instructions or clarifications or to supply any material, Plant or Machinery, which under the Contract, is the responsibility of the Employer, shall in no way affect or vitiate the Contract or alter the character thereof; or entitle the Contractor to damages or compensation thereof but in



any such case, the Engineer shall extend the time period for the completion of the Contract, as in his opinion is/are reasonable.

## **8.4 Extension of Time for Completion**

### **8.4.1 Extension of Time**

The Contractor may apply for an extension of the Time for Completion if the Work is or will be delayed either before or after the Time for Completion by any of the following causes:

- a) "Force Majeure" referred to in Clause 16
- b) The Contractor's work held up for not being given possession of or access to the Site in accordance with the Contract
- c) Instruction of the Engineer to suspend the Works and the Contractor not being in default as to reasons of suspension.
- d) Acts or omissions of other Designated Contractors in executing Work not forming part of this Contract and on whose performance, the performance of the Contractor necessarily depends.
- e) Any act of prevention or Breach of Contract by the Employer and not mentioned in this Clause
- f) Any order of Court restraining the performance of the Contract in full or in any part thereof
- g) Any other event or occurrence which, according to the Employer is not due to the Contractor's failure or fault, and is beyond his control without Employer being responsible for the same.
- h) An Employer's Variation

However, the Contractor shall not be entitled to any extension of time where the instructions or acts of the Employer or the Engineer are necessitated by or intended to cure any default of or breach of Contract by the Contractor or where any delay is due to

- a) the failure of Sub-contractor to commence or to carry out Work in due time,
- b) non-availability, or shortage of Contractor's equipment services, Plant and Materials,
- c) inclement weather conditions, and
- d) the Contractor not fulfilling his obligations under Sub-Clause 4.4

If the Contractor considers himself to be entitled to an extension of time for Completion, he shall give notice to the Engineer of such intention as soon as possible and in any event within 28 days of the start of the event giving rise to the delay and full and final supporting details of his application within 21 days of the last day of delay, together with any notice required by the Contract and relevant to such Clause.

The Engineer shall proceed in accordance with Sub-clause 3.5 to agree or determine either prospectively or retrospectively such extension of the Time for Completion as may be due. The Engineer shall notify the Contractor accordingly. The extension of time including that of key date shall not entitle the Contractor to retain the Advances which shall be governed by Clause 11.2.

### **8.4.2 Extension of time for completion for other reasons**

The Contractor shall not be entitled to an extension of time by reason of any delay to any activity in carrying out of the Works unless in the opinion of the Engineer such delay results in or may be expected to result in a delay to completion of the Works, or achievement of any Stage by the relevant Key Date. Whether or not the Contractor fails to achieve any Milestone by reason of any delay shall not by itself be material to the Contractor's entitlement to an extension of time.



Any extension to a Key Date shall not by itself entitle the Contractor to an extension to any other Key Date.

#### **8.4.3 Extension of time for delays due to Contractor**

If the delay in the completion of the whole Works or in achieving Key Date for stages of Work defined in Contract, for which an earlier completion period is stipulated, is due to the Contractor's failure or fault, and the Engineer is of the view that the remaining Works or subsequent linked Key Date for remaining stages of Work can be completed by the Contractor in a reasonable and acceptable short time, then, the Engineer may allow the Contractor extension or further extension of time at its discretion with or without Liquidated Damages, or with or without freezing of escalation indices in Price Variation formula, for completion, as he may decide.

#### **8.5 Liquidated Damages for Delay**

Time is the essence of the Contract. **Appendix-1 to the Form of Tender** shall include in respect of the Works and in respect of any Stage, a percentage of the total Contract Price which will be recoverable from the Contractor as Liquidated Damages for delay in completion of the Works or in achievement of a stage by a particular Key Date. The total amount of Liquidated Damages in respect of the Works in all stages shall, however, not exceed the limit of Liquidated Damages stated in the **Appendix-1 to the Form of Tender**. The aforesaid Liquidated Damages do not, however, include the sums payable by the Employer to Designated Contractors on account of delay caused by the Contractor to Designated Contractors. Such sums shall be recoverable from the Contractor in addition to any Liquidated Damages payable under this clause, the total ceiling limit of which is 15% of the Contract Price including Liquidated Damages levied under the provision of **Appendix-1 to the Form of Tender**.

The Liquidated Damages are recovered by the Employer from the Contractor for delay and not as penalty. The Parties agree that amount of Liquidated Damages leviable under the Contract are the genuine pre-estimate of the loss suffered by the Employer because of which the Liquidated Damages have been levied on the Contractor. The Liquidated Damages may be recovered from any amount of money due from the Contractor under the Contract or any other Contract which the Contractor has with the Employer. The Liquidated Damages may also be recovered from the amount of Performance Security Bank Guarantee and in that case the Contractor would be liable to replenish the amount of Performance Security Bank Guarantee.

The Employer may, without prejudice to any other method of recovery, deduct the amount of such damages from any sum due, or to become due, to the Contractor. In the event of an extension of time being granted under Sub- Clause 8.3 and the amount due under this Sub-clause shall be recalculated accordingly, if excess recovery has been done, same will be refunded. The payment or deduction of such damages shall not relieve the Contractor from his obligations to complete the Works, or from any other of his duties, obligations or responsibilities under the Contract

The Contractor shall use and continue to use his best endeavors to avoid or reduce further delay to the Works, or any relevant Stages.

At any time after the Employer has become entitled to Liquidated Damages, the Engineer may give notice to the Contractor under Sub-clause 13.1, requiring the Contractor to complete the Works within a specified reasonable time. Such action shall not prejudice the Employer's entitlements to recovery of Liquidated Damages, under this Sub-clause and to terminate under Sub-clause 13.2.

The decision of the Engineer as to the Liquidated Damages payable by the Contractor under this Clause shall be final and binding.



## 8.6 Rate of Progress

If for any reason which does not entitle the Contractor to an extension of time, the rate of progress of the Works is at any time, in the opinion of the Engineer, too slow to ensure timely completion of the Works or achievement of any Stage by the relevant Key Date, the Engineer may so notify the Contractor in writing. The Contractor shall thereupon take such steps as are necessary, or in default of taking such steps, shall take such steps as the Engineer may reasonably instruct in writing, to expedite progress so as to complete the Works or any Section in time or achieve any Stage by the relevant Key Date. The Contractor shall not be entitled to any additional payment for taking such steps.

If any steps taken by the Contractor in meeting his obligations under this Sub- Clause cause the Employer to incur additional costs, such costs shall be recoverable from the Contractor by the Employer, and shall be deducted by the Employer from any sum due, or to become due, to the Contractor.

If, in the opinion of the Engineer, the steps taken by the Contractor to expedite the progress are not adequate, the Engineer may take a recourse as per Clause 13.2.4 of this GCC.

## 8.7 Suspension of Work

The Engineer may at any time instruct the Contractor to suspend progress of part or all of the Works. During suspension, the Contractor shall protect, store and secure such part or whole of the Works against any deterioration, loss or damage.

## 8.8 Consequences of Suspension

The Contractor shall not be entitled to extra cost (if any), incurred by him, during the period of suspension of Work., if such suspension is

- a) provided for in the Contract, or
- b) necessary for proper execution of Works or by reasons of weather condition or by some default on the part of the Contractor, or
- c) necessary for the safety of Works or any part thereof or
- d) necessary for the safety of adjoining public or other property or safety of the public or workmen or those who have to be at the site or
- e) to ensure safety and to avoid disruption of traffic and utilities, as also to permit fast repairs and restoration of any damaged utilities, or
- f) due to instructions of NGT/ EPCA or any other statutory authority on account of high pollution.

If suspension is ordered by the Engineer for reasons other than those mentioned in Sub-clause 8.8 then the Contractor's entitlement are in the table below:

Suspension Period	Extension of Time	Compensation for the suspension period	Remarks
Up to 14 days	No	No	Engineer may, at his sole discretion, give extension of time in exceptional circumstances.
15-30 days	Yes	No	Extension of time as considered proper by the Engineer



Above 30 days	Yes	<p>As per Daily rate of wages for idle labour/employees</p> <p>70% of the rate for hire charges/ equivalent hire charges for idle plant and machinery hired/ owned (excluding cost of fuel and lubricants)</p> <p>15 % above all these items to cover overhead costs.</p>	Compensation as assessed by the Engineer for entire suspension period on submission of documentary proof by the contractor to Engineer's satisfaction.
Above 90 days If contractor asks for fore closure	No	As per Clause 13.3.4	Contractor may ask for closure of the Contract or deletion from the Contract of that part of Works which has been suspended.

### 8.9 Resumption of Work

After receipt of permission or of an instruction to proceed, the Contractor shall, after notice to the Engineer, and together with the Engineer, examine the Works, Plant, Rolling Stock and Materials affected by the suspension. The Contractor shall make good any deterioration or defect in or loss of the Works, Plant, Rolling Stock and Materials, which has occurred during the suspension.

## 9 Employer's Taking Over

### 9.1 Taking Over Certificate

The Works shall be taken over by the Employer when they have been completed in accordance with the Contract, have passed the Tests on Completion, including Integrated Testing and Commissioning wherever applicable as per the Contract, and a Taking Over Certificate for the Works shall be issued. If the Works are divided into Sections, the Contractor shall be entitled to apply for a Taking Over Certificate for each Section.

The Contractor may apply by notice to the Engineer for a Taking-Over- Certificate not earlier than 14 days before the Works or Section (as the case may be) will, in the Contractor's opinion, be complete and ready for Taking Over. The Engineer shall, within 28 days after the receipt of the Contractor's application shall conduct a complete joint survey of the Works including carrying out any tests prescribed in the Contract and prepare a list of defects and outstanding Works and:

- a) issue the Taking Over Certificate to the Contractor, stating the date on which the Works or Section were completed, including the Tests on Completion and Integrated Testing and Commissioning wherever applicable as per the Contract in accordance with the Contract if defects and/or outstanding Works are minor that does not affect the use and safety of the Works or Section for their intended purposes. The list of such Works alongwith the target date of completion for each Work shall be enclosed with the Taking Over Certificate and completion of all these Works / Rectification of defects within the stipulated time shall be the responsibility of the Contractor and any failure in it may be considered a reason by the Engineer to cancel the Taking Over Certificate issued earlier; or
- b) reject the application, giving his reasons and specifying the Work required to be done by the Contractor to enable the Taking Over Certificate to be issued. The Contractor shall then complete such Work before issuing a further notice under this Sub-clause.





- c) Issue of Taking Over Certificate by the Employer would not absolve Contractor from any liability under the Law and Contract arising from any hidden/ latent defect in the Works/ Section executed under the Contract by the Contractor. The Employer would be entitled to recover from the Contractor any compensation/ damages/ loss arising from such hidden / latent defect in the Works executed by the Contractor.

## **9.2 Taking over of Parts of the Works**

The Engineer may, at the sole discretion of the Employer issue a Taking Over Certificate for any part of the Permanent Works by following the procedure stipulated in Clause 9.1 above if:

- a) the Employer uses that part of the Works for revenue service before the Taking Over Certificate is issued for the entire Work
- b) the balance part is not completed, not due to the fault of the Contractor and contractual date of completion for the completed part is over.

## **10 Defects Liability**

### **10.1 Completion of Outstanding Work and Remedying Defects**

"Defects Liability Period" shall mean the Defects Liability Period of six (6) months (unless otherwise stated in the Particular Conditions of Contract calculated from the date of taking over of the Works. Provided that, if any part of the Works or sub-systems or component of that part has been replaced, renewed or repaired except minor repair, the "Defects Liability Period" in respect of that part or sub-system or components of that part shall start from the date such replacement, renewal or repair has been completed to the satisfaction of the Engineer.

The expiry of Defect Liability Period would not absolve the Contractor from any liability under the Law and Contract arising from any hidden / latent defect in the Works / Section executed under the Contract by the Contractor. The Employer would be entitled to recover from the Contractor any compensation / damages/ loss arising from such hidden / latent defect in the Works executed by the Contractor.

In order that the Construction and/or Manufacture Documents and the Works shall be in the condition required by the Contract (fair wear and tear excepted) at, or as soon as practicable after the expiry of the Contract Period, the Contractor shall execute all such Work of amendment, reconstruction, and remedying defects or damage, as may be instructed in writing by the Employer or the Engineer during the Defect Liability Period.

### **10.2 Cost of Remedying Defects**

All Work referred to in Sub-clause 10.1 shall be executed by the Contractor at his own cost, if the necessity for such Work is due to:

- a) the design of the Works;
- b) Plant, Rolling Stock, Materials or workmanship not being in accordance with the Contract; or
- c) failure by the Contractor to comply with any of his other obligations.

If in the opinion of the Engineer, such necessity is due to any other cause, he shall determine an adjustment to the Contract Price, with the approval of the Employer, and shall notify the Contractor accordingly. In this event, Sub-clause 12.3 shall apply to such Work.



### 10.3 Extension of Contract Period

The Contract Period shall be extended by a period, after the Works are taken over, during which the Works or any Section or item of Plant, Rolling Stock, cannot be used, for the purposes for which they are intended, by reason of a defect or damage.

When delivery of Plant, Rolling Stock, and/or Materials, or erection of Plant, or installation of Materials, has been suspended under Sub-clause 8.7, the Contractor's obligations under this Sub-clause shall not apply to any defects or damage occurring more than three years after the Plant, Rolling Stock and/or Materials would otherwise have been delivered, erected and taken over.

### 10.4 Failure to Remedy Defects

If the Contractor fails to remedy any defect or damage within such time as the Employer/Engineer may deem to be reasonable, the Employer or the Engineer may fix a date on or by which to remedy the defect or damage, and give the Contractor reasonable notice of such date. If the Contractor fails to remedy the defect or damage by such date and the necessity for such Work is due to a cause stated in Sub-clause 10.2(a), (b) or (c), the Employer may (at his sole discretion):

- a) carry out the Work himself or by others, in a reasonable manner and at the Contractor's risk and cost, but the Contractor shall have no responsibility for such Work: the costs incurred by the Employer in remedying the defect or damage shall be recoverable from the Contractor by the Employer;
- b) require the Engineer to determine and certify a reasonable reduction in the Contract Price; or
- c) if the defect or damage is such that the Employer has been deprived of substantially the whole of the benefit of the Works or parts of the Works, terminate the Contract in respect of such parts of the Works as cannot be put to the intended use, the Employer shall then be entitled to recover all sums paid for such parts of the Works together with the cost of dismantling the same, clearing the Site and returning Plant, Rolling Stock and Materials to the Contractor, and Sub-clause 13 shall not apply.

Notwithstanding anything contained herein the Employer would be entitled in urgent and critical situation(s)/events to remedy the defects in the Work by himself or through others, at the Contractor's risk and cost. The cost incurred by the Employer in remedying the defect or damage shall be recoverable from the Contractor by the Employer.

### 10.5 Removal of Defective Work

If the defect or damage is such that it cannot be remedied expeditiously on the Site and if the Employer gives consent, the Contractor may, remove from the Site for the purposes of repair any part of the Works, which is defective or damaged. This consent may require the Contractor to increase the amount of Performance Security by the full replacement cost of these items or to provide other appropriate Security acceptable to the Employer.

### 10.6 Further Tests

If the remedying of any defect or damage is such that it may affect the performance of the Works, the Engineer may require that Tests on Completion, including Integrated Testing, be repeated to the extent necessary. The requirement shall be made by notice within 28 days after the defect or damage is remedied. Such Tests shall be carried out in accordance with Clause 7.11.



**10.7 Right of Access**

Until the Performance Certificate has been issued, the Contractor shall have the right of access to all parts of the Works and to records of the working and performance of the Works, except as may be inconsistent with any reasonable security restrictions by the organisation responsible for operating the Works.

**10.8 Contractor to Search**

The Contractor shall, if required by the Engineer, search for the cause of any defect, under the direction of the Engineer. Unless the defect is one for which the Contractor is liable, the Cost of such search shall be added to the Contract Price.

**10.9 Performance Certificate**

The Contract shall not be considered to be completed until the Performance Certificate has been signed by the Engineer or authorized official of the Employer and delivered to the Contractor at the end of 'Defect Liability Period, stating the date on which the Contractor completed his obligations related to completion of works and rectification of defects during Defect Liability Period to the Engineer's satisfaction. Only the Performance Certificate shall be deemed to constitute approval of the Works.

Notwithstanding anything contained herein the Contractor would continue to remain liable to the Employer for any cost, loss, damage or compensation which arises from hidden or latent defect in the work executed by the Contractor under the Contract even if such hidden and latent defects arise after the expiry of Defect Liability period or grant of Performance Certificate by the Employer under the Contract to the Contractor.

**10.10 Unfulfilled Obligations**

After the Performance Certificate has been issued, the Contractor and the Employer shall remain liable for the fulfilment of any obligation, which remains unperformed at that time. For the purposes of determining the nature and extent of any such obligation, the Contract shall be deemed to remain in force.

**10.11 Emergency defect rectification**

If any defect or damage is one requiring immediate attention from safety, environmental or operational viewpoint, the Engineer has the authority to proceed with rectification in any manner suitable and deduct such sums from the Contract Price.

**11 Contract Price and Payment****11.1 The Contract Price Inclusions/ Exclusions****11.1.1 The Contract Price**

- a) Unless otherwise stated in the Particular Conditions of Contract, the Contract Price, subject to any adjustment thereto in accordance with the Contract shall be all inclusive (including all taxes, duties, royalties etc.)
- b) Nothing extra shall be payable over the quoted rates, notwithstanding any provision to the contrary in any law for the time being in force, save and except what is specifically provided in General or Particular Conditions of Contract.
- c) The reimbursement (as per this Sub-clause) of whatsoever nature shall be provided only for Permanent Works. No reimbursement (as per this Sub-clause) shall be provided for Temporary Works and fuel.

**11.1.2 Maintaining Records and Availing Exemptions**

- a) In the event of exemption of custom duties, GST (CGST/IGST/SGST etc.) or any other cess/levy being granted by the Government in respect of the Works, the benefit of the same shall be passed on to Employer. The Contractor shall therefore maintain meticulous records of all the taxes and duties paid and provide the same as and when required by the Employer, so that the Employer is able to avail the reimbursement for which Employer may issue a procedure order separately. Alternatively, the Employer may direct the Contractor to get the reimbursements based on exemption certificates/government's order and it shall be obligatory on part of the Contractor to get the reimbursements from the statutory authorities and pass on the benefit to Employer.
- b) In case of Contractor's failure in availing the exemptions as stipulated above, the recovery of equivalent amount will be made from Contractor's dues.

### 11.1.3 Adjust in Contract Price

Adjustment in Contract Price shall be done if a "Price Variation Formula" is given in the Particular Conditions of Contract otherwise it will be a fixed price contract. In case a Price Variation Formula is provided the following provisions shall apply:

- a) The rates as per the accepted Bill of Quantities shall be applicable till the completion of the Work and will be varied only to the extent of permissible price variation under this Clause. However, this adjustment shall be to the extent that full compensation for any rise or fall in costs to the Contractor if not covered by the Price variation formula, the rates in the accepted Bill of Quantities shall be deemed to include amounts to cover the contingency of such rise or fall in costs.
- b) The price variation will be payable only on the Indian currency component (no adjustment for Foreign currency component) of the Contract Price as per the Price Variation Formula.
- c) Payment as per the contract shall be subject to adjustment in accordance with the Price Variation formula given in Particular Conditions of Contract, and other terms given therein, to provide for variation in the market rates of inputs like labour, materials and fuel/ energy during the currency of the Contract:
- d) Price Variation for Extra Items

Normally, no price variation clause shall be applicable to any extra item/new rates not originally included in the accepted Bill of Quantities and for which the rates are fixed separately under Clause 12 of GCC.

It shall, however be open to the Engineer to accept price variation clause in such cases where the rates are not based on actual and work is likely to continue for more than one year.

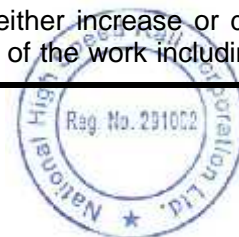
- e) Adjustment on Account of Price Variation

Adjustment on account of Price Variations may be positive (in which case extra amount shall be paid to the Contractor), or negative (in which case the amount of Price Variation shall be recovered from the Contractor). Adjustment on account of Price Variation shall be calculated separately, for each period, between two successive dates of measurements for bills and paid along with each interim payment certificate or separately as claimed by the contractor.

After verifying the bill, the Engineer shall certify the adjustment amount and advise the same to the Employer along with the Interim Payment Certificate. Should any extra amount be due to Contractor, the Employer shall pay the same as far as possible within 28 days of certification by the Engineer. Any amount due from Contractor on account of negative adjustment shall be recovered from his pending or other Interim Payment Certificates at the earliest.

- f) Price Variation during Extended Period of Completion

The price adjustment as worked out above i.e. either increase or decrease will be applicable up to the stipulated date of completion of the work including the extended



period of completion where such extension has been granted under Sub-Clause 8.4.1 of GCC or it is specifically mentioned that extension is with price variation also.

However, where extension has been granted under Sub-Clause 8.4.3 of GCC, price adjustment will be due as follows:

In case the indices increase above the indices applicable to a bill made on the last date of original completion period or the extended period under Sub-Clauses 8.4.1 of GCC, the price adjustment for the period of extension under Sub-Clause 8.4.3 of GCC will be limited to the amount payable as per the indices applicable to a Interim Payment Certificate made on the last date of the original completion period or the extended period under Sub-Clauses 8.4.1 of GCC as the case may be.

In case the indices fall below the indices applicable to a interim payment certificate made on the last date of the original or extended period of completion, then the lower indices will be adopted for Price Adjustment for the period of extension under Clause 8.4.3 of GCC unless the extension has been granted due to Contractor's fault.

#### 11.1.4 Change in Taxes/Duty

The Contract Price shall be adjusted to the extent mentioned below to take into account any increase or decrease in cost resulting from any change in taxes, duties, levies from the last date of submission of the Tender to the completion date including the date of the extended period of Contract unless a contrary provision exists in Particular Conditions of Contract.

- a) "Change in Taxes/Duties/Levies" means the occurrence or coming into force of the following, at any time after the date of submission of tender.
  - i. any new tax which is imposed on Composite Works Contract applicable on Railway Project.
  - ii. Change in the rate of GST on Composite Works Contracts applicable on Railway Project as per GST Act.
- b) The Contract Price shall be adjusted due to any of the above two conditions mentioned at (a) (i) & (ii) above). Adjustment in Contract Price will be applicable up to the stipulated date of completion of the Work including the extended period of completion where such extension has been granted under Sub-Clause 8.4.1 of GCC or it is specifically mentioned that extension is with adjustment for changes as stated above.
- c) If the extension of contract period is on account of contractor's fault under Sub-Clause 8.4.3 of GCC, no compensation shall be made towards upward revision towards "Change in Taxes and Duty" as mentioned at Sl. No. (a) (i) & (ii) above. Any benefit on account of downward revision towards "Change in Taxes and Duty" as mentioned at Sl. No. (a) (i) & (ii) above, during the original contract period of extended contract period shall be on Employer's account.
- d) Any other changes (except on account of Clause (a)(i) & (ii) above) in existing taxes/new taxes on supply of materials/services/works etc. will not be considered and its impact shall be considered covered in the Price Variation Clause provided in the Contract and in Contract where Price Variation Clause is not provided, the impact on any other change (except on account of Clause (a)(i) & (ii) above) in existing taxes/new taxes on supply of materials/services/works etc. will be deemed to be included in the Accepted Contract Amount
- e) Also, the Contract Price shall not be adjusted on account of fluctuations in the rates of exchange between the foreign currencies of the Contract and Indian Rupees from the last date of submission of tender.

## 11.2 Advances

### 11.2.1 Mobilisation Advance



- a) Unless otherwise specified in Particular Conditions of Contract, Mobilisation Advance shall be generally limited to 5% of Accepted Contract Amount payable in two equal instalments or as mentioned in the Particular Conditions of Contract. The first instalment shall be paid after mobilisation has started and next instalment shall be paid after satisfactory utilization of earlier instalment.
- b) Mobilisation Advance shall be paid interest bearing against acceptable Bank Guarantee from a scheduled commercial bank in India. The value of Bank Guarantee taken towards security of "Mobilisation Advance" shall be 110% of the Advance taken by the Contractor. The Contractor, once the 50% of Mobilisation Advance has been recovered, shall have a one-time option to reduce the Bank Guarantee for the Mobilisation Advance by the amount recovered.

#### **11.2.2 Advance against Plant and Machinery**

Plant and Machinery Advance shall generally be limited to 5% of Accepted Contract Amount as specified in Particular Conditions of Contract. This Advance shall be paid interest bearing against acceptable Bank Guarantee from a scheduled commercial bank in India. The value of Bank Guarantee taken towards Security of "Plant & Machinery Advance" shall be 110% of the Advance taken by the Contractor. The Contractor once the 50% of Plant & Machinery Advance has been recovered, shall have a one-time option to reduce the Bank Guarantee for the Plant & Machinery Advance by the amount recovered. This Advance is payable against Plant, Equipment and Machinery, provided the same have reached the site or in the case of new items meant specifically for the work, firm purchase order has been placed and the invoices received. The Advance will be given only if the Plant / Machinery has been purchased for this Contract and not for those which are already in the books of the Contractor. The Plant and Machinery shall be valued by the Engineer as follows:

- a) New Items: 80% of purchase price
- b) Second hand items in working order: 80% of the depreciated value as assessed by the Engineer
- c) Items valued at less than Rs. 5 lakhs per unit: Not to be considered

#### **11.2.3 Written Request for Advances**

- a) All Advances as admissible, shall be payable only on Contractor's written request to the Engineer/Employer.
- b) In case of increase in Contract Price beyond 25% of the Accepted Contract Amount due to variation order or change in quantity, the Contractor may be given additional advance for the additional amount against Bank Guarantee on same terms and conditions as stipulated in clause 11.2.
- c) Interest rate of Mobilisation Advance will be SBI MCLR (Marginal Cost of Fund based on Lending Rate for 3 months) plus 1% as on bid opening date. The interest shall be charged on monthly rest basis.
- d) Interest on foreign currency shall also be recoverable in INR adopting the B.C. Selling rate(s) of SBI, New Delhi as applicable on the date of release of advance.

#### **11.2.4 Recovery of Advances**

- a) The recovery of Advances shall be on prorata basis and shall commence when 20% of the Accepted Contract Amount of the Work has been paid and it will be completed by the time, 85% of the Accepted Contract Amount has been paid or the original completion date whichever is earlier.
- b) Recovery/ deductions shall be made for accrued interest on the advance up to the month. The percentage recovery rate mentioned at (a) above shall be applicable only for recovery of principal and not for interest which shall be recovered simultaneously, in addition to the recovery of principal.



- c) If for any reason, the payment due is insufficient to recover the full interest and principal together, interest shall be credited/recovered first and the residual applied to the principal.
- d) The Contractor shall always have the option to have the recoveries commenced and/or completed earlier, and/or to have recoveries affected in instalments of higher amount and also to repay part or whole of the Advance by direct payment rather than through on-account Bills.
- e) In case the Contract is terminated due to default of the Contractor or rescinded / foreclosed, due to any other reason, the Contractor shall return the unrecovered amount of all Advances within 15 days of issue of notice of termination / rescission / foreclosure of the Contract and if the Contractor fails to do so due to any reason whatsoever, then interest at rate equal to State Bank of India's Marginal Cost of fund based Lending Rate (MCLR) applicable for the tenure of 01 year prevailing on the date of issue of notice of termination / rescission / foreclosure plus 3% Penal Interest per annum shall be charged on the unrecovered amount of such Advances from 16th, day onwards compounded quarterly till the same is returned by the Contractor.

#### **11.2.5 Advances to be Used only for this Work.**

The Advances shall be used by the Contractor strictly for the purpose of the Contract, and for the purpose for which they are paid. Under no circumstances, shall the Advances be diverted for other purposes. Any such diversion shall be construed as a breach of the Contract and the Contractor shall be asked to return the Advances at once and pay interest at 15% per annum till the Advances are recovered back from him. The Contractor shall return the Advances and pay the interest in one go without demur.

Employer retains the right for any other remedy prescribed for breach of Contract in this regard.

The Contractor, if required by the Engineer shall provide the details of utilisation of Mobilization Advance.

### **11.3 Provisional Payment Against Material at Site**

- 11.3.1** A provisional payment on account of main construction materials required for the Permanent Works, shall be paid on request of the Contractor after these materials are brought to Site, against an Indemnity Bond in a form acceptable to Employer is duly executed. The payment shall be limited to 80% of the actual value or assessed value of these materials and the total of such provisional payment on account of construction materials at a time shall be limited to three percent of Accepted Contract Amount or likely average consumption of such materials for three months, whichever is less and at any time the total outstanding provisional payment against material at site shall not exceed four percent of the Accepted Contract Amount. The valuation of the average consumption of such main construction materials shall be approved by the Engineer, whose decision shall be final. Materials which are of perishable nature should be adequately insured.

#### **11.3.2 Written Request for Advances! Provisional Payment against Material at Site**

The provisional payments as admissible, shall be payable only on Contractor's written request to the Employer/Engineer

#### **11.3.3 Recovery of Advances/ Provisional Payment against Material at Site**

In case of provisional payment against Materials, the amount consumed every month shall be recovered from the next month's on-account bill and the recovery to be completed in 3 monthly instalments. In case recovery could not be made due to any reason, interest will be charged at the rate equal to State Bank of India's Marginal Cost of fund-based Lending Rate (MCLR) applicable for tenure of 01 year prevailing on the due date of recovery.



## 11.4 Application for Interim Payment Certificates

**11.4.1** In case of 'Lump Sum' Contract, the fixed Lump Sum Price is apportioned amongst the various heads. The amount thus apportioned under each head will be further apportioned by the Contractor amongst various executable items (to be accounted for in terms of unit nos. or linear length) with the approval of the Engineer/ Employer. The Contractor shall be entitled to submit to the Engineer requests for interim payments against each of these items only upon their execution at site.

The Contractor shall submit a statement in three copies to the Engineer at the beginning of each month, in a form approved by the Engineer, showing the amounts to which the Contractor is entitled, together with supporting documents, such as RFIs approved & closed by Engineer after execution by Contractor. The statement shall include the following items, as applicable, which shall be expressed in the various currencies in which the Contract Price is payable, in the sequence listed:

- a) the amount due against various items certified by the Engineer as achieved under each head;
- b) any amounts to be added and deducted for the Advance payments and recovery thereof;
- c) any other additions or deductions is due and approved by the Engineer in accordance with the Contract; and
- d) the deduction of the amounts certified in all previous Interim Payment Certificates.

The Contractor shall not submit more than one request for interim payment per month.

**11.4.2** In case of 'Item rate' Contracts with payment schedule, the Contractor shall be entitled to be paid from time to time, normally once in a calendar month, by way of 'on-account' bill as per the payment schedule indicated in Bill of Quantity (BOQ) or as finally approved by the Engineer.

**11.4.3** In case of composite contract having Lump Sum as well as Item Rate schedule, Clause 11.4.1 and 11.4.2 shall be applicable respectively.

## 11.5 Issue of Interim Payment Certificate

No amount will be certified or paid until the Employer has received, and approved, the Performance Security and the Parent Company Undertakings and Guarantees in accordance with Sub-clause 4.2 and signing of the Contract Agreement.

## 11.6 Payment- Interim and Final

Unless otherwise stated in Particular Conditions of Contract,

- a) After preliminary scrutiny by the Engineer within 7 days of receiving a statement and supporting document, the Engineer shall issue a preliminary certificate to the Employer after which, payment of 80% of the certified interim amount shall be made by the Employer within 07 days. The amount certified shall account for all deductions, including statutory deductions, recoveries for Advances and any amounts due from the Contractor. The balance 20% shall be paid within 21 days, from the date of the preliminary certification of the bill by the Engineer.
- b) Next 80% interim payment shall be made only after 100% payment of preceding interim payment certified has been completed.
- c) Any such payment made to Contractor by Employer, shall not constitute any acceptance of the measurements or bill of quantities by the Employer and the Employer shall have the right to alter, modify, reduce or diminish the quantities or classification entered in the measurement books or bills. The Employer shall have right to recover any excess payment made in either 80% interim payment of bill or earlier





bill from balance 20% bill or subsequent bill respectively. However, if such excess payment exceeds the balance 20% bill or subsequent bill respectively, the Contractor shall on demand from the Engineer or Employer immediately refund the extra amount to the Employer within 7 days, failing which the Contractor shall have to pay interest at the rate equal to State Bank of India's Marginal Cost of fund based Lending Rate (MCLR) applicable for the tenure of 01 year prevailing on date plus 3% Penal interest per annum with monthly rest till the said extra amount is paid back by the Contractor.

- d) Where only a part of the payment applied for is disputed, payment certificate shall be issued for the undisputed amount.
- e) The Engineer shall have the power to omit from any of the Contractor's requests for payment, the value of any Work executed or Materials supplied or Services rendered, with which he may for the time being be dissatisfied and for that purpose and for any other reason which to him may seem proper, may delete, correct or modify the sum(s) previously certified by him as being due to the Contractor.
- f) The Employer shall pay the amount certified in the final payment certificate within 56 days from the date of issue of certificate.

Payments shall be made into a bank account, nominated by the Contractor in Indian Rupees in a bank in India unless otherwise permitted in Particular Conditions of Contract. If payments are to be made in more than one currency, separate bank accounts may be nominated by the contractor for each currency, and payment shall be made by the Employer accordingly.

#### **11.7 Statement at Completion**

Not later than 60 days after the issue of the Taking Over Certificate for the whole of Works, the Contractor shall submit, to the Engineer, three copies of a statement at completion with supporting documents, showing in detail, in the form approved by the Engineer under Sub-clause 11.4:

- a) the final value of all Work done in accordance with the Contract, up to the date stated in such Taking Over Certificate,
- b) any further sums which the Contractor considers to be due, and
- c) an estimate of amounts which the Contractor considers will become due to him under the Contract.

The estimated amounts shall be shown separately in such statement at completion. The Engineer shall certify payment under Sub-clause 11.5 and 11.6.

#### **11.8 Application for Final Payment Certificate**

Not later than 56 days after the issue of the Performance Certificate, the Contractor shall submit to the Engineer three copies of a draft final statement with supporting documents showing in detail, in a form approved by the Engineer:

- a) the value of all Work done in accordance with the Contract, and
- b) any further sums which the Contractor considers to be due to him under the Contract or otherwise.

If the Engineer disagrees with or cannot verify any part of the draft final statement, the Contractor shall submit such further information as the Engineer may reasonably require and shall make changes in the draft as may be agreed between them. The Contractor shall then prepare and submit to the Engineer the Final Statement as agreed.

If, following discussions between the Engineer and the Contractor and any changes to the draft final statement which may be agreed between them, it becomes evident that a dispute exists, the Employer shall pay those parts of the draft final statement as certified by the Engineer as not being in dispute. The remainder of the dispute may then be



resolved under Clause 17, in which case the Contractor shall then prepare and submit to the Engineer a Final Statement in accordance with the outcome of the dispute.

### **11.9 Discharge**

When submitting the final statement, the Contractor shall submit a written discharge which confirms that the total of the Final Statement represents full and final settlement of all monies due to the Contractor under the Contract. Such discharge may state that it shall become effective only after payment due under the Final Payment Certificate has been made and the Performance Security referred to in Sub-clause 4.2 has been returned to the Contractor.

### **11.10 Issue of Final Payment Certificate**

The Engineer shall issue to the Employer, with a copy to the Contractor, the Final Payment Certificate within 28 days after receiving the Final Statement and written discharge in accordance with Sub-clause 11.8 and 11.9 respectively, stating:

- a) the amount which is finally due, and
- b) after giving credit to the Employer for all amounts previously paid by the Employer and for all sums to which the Employer is entitled, the balance, if any, due from the Employer to the Contractor or from the Contractor to the Employer, as the case may be.

If the Contractor has not applied for a Final Payment Certificate in accordance with Sub-clauses 11.8 and 11.9, the Engineer shall request the Contractor to do so. If the Contractor fails to make such an application within a period of 28 days, the Engineer shall issue the Final Payment Certificate for such amount as he considers to be due.

Notwithstanding anything contained herein the issue of Final Payment Certificate would not restrict/hinder the right of the Employer in Law/under the Contract to recover from the Contractor in loss, damage, compensation arising out of fraudulent practice/ corrupt practices indulged into by the Contractor prior to the execution of the Contract, during the execution of the Contract and after the completion of the Contract.

Notwithstanding anything contained herein, the issue of Final Payment Certificate would not absolve the Contractor from any liability/loss/damage/ compensation towards the Employer in Law and/or under the Contract arising out of latent and hidden defects in the Works executed by the Contractor under the Contract.

### **11.11 Cessation of Employer's Liability**

In respect of any matter or thing arising out of (or in connection with) the Contract or execution of the Works before the issue of the Taking Over Certificate for the whole of the Works, the Employer shall not be liable to the Contractor unless the Contractor shall have included a claim for it in his Statement at Completion described in Sub-clause 11.7. For any such matter or thing arising after the issue of the Taking Over Certificate for the whole of the Works, the Employer shall not be liable to the Contractor unless the Contractor shall have included a claim for it in his Final Statement.

### **11.12 Calculation of Payments in Foreign Currency**

All payments made by the Employer pursuant to the terms of the Contract shall be in the currency or currencies specified in the Contract. Wherever any sum in a foreign currency has to be converted into Indian Rupees for any purpose, the exchange rate to be employed for such conversion shall be the selling rate of exchange at the close of business of the State Bank of India, 28 days before the latest date of submission of Tenders.



**11.13 Round off**

In every payment to the Contractor, sums of less than fifty paise shall be omitted and sums of fifty paise and more up to one rupee shall be reckoned as one rupee.

**11.14 Payment by Cheque and E- Payment**

All payments to the Contractor will be made by cheque or "E-Payment" as desired by the Employer.

**11.15 Tax Deduction at Source**

Tax deductions will be made at source as per statutory requirement from every payment made to the Contractor at rates notified from time to time.

**11.16 Production of Vouchers**

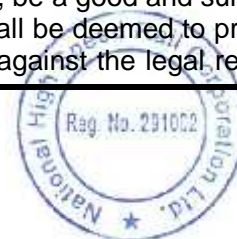
- a) The Contractor shall, whenever required by the Engineer, produce or cause to be produced for examination by the Engineer, any quotation, invoice, cost or other account books, vouchers, receipts, letters, memoranda or any copy of or extract from any such documents and also furnish information and returns, as may be required, relating to the execution of this Contract or relevant for verifying or ascertaining the cost of execution of this Contract or ascertaining the Materials supplied by the Contractor are in accordance with the Specifications laid down in the Contract. The Engineer's decision on the question of relevancy of any documents, information or returns shall be final and binding on the Parties.
- b) If any part or item of the Work is allowed to be carried out by a Sub- contractor, assignee or any subsidiary or allied Firm, the Engineer shall have power to secure the books of such Sub-contractor assignee or any subsidiary or allied Firm through the Contractor, and shall have power to examine and inspect the same. The above obligations are without prejudice to the obligations of the Contractor under any statute, rules or orders.

**11.17 Withholding and Lien for Sums Claimed**

- a) The Employer shall have lien over all or any moneys that may become due and payable to the Contractor under the Contract and/or over the deposit of Performance Security or other amount or amounts made under the Contract and which may become payable to the Contractor.
- b) And further, unless the Contractor pays and clears immediately on demand any claim of the Employer the Employer shall at all times be entitled to deduct the amount of the said claim from the moneys, securities and / or deposits which may have become or will become payable to the Contractor under the presents, or under any other Contract or transaction whatsoever between the Employer and the Contractor even if the matter stands referred to Arbitration. The Contractor shall have no claim for any interest or damage whatsoever in respect of any amounts withheld or treated as withheld under the lien referred to above and duly notified as such to the Contractor.

**11.18 Signature on Receipts for Payments**

Every receipt of payment to Contractor including refund of the Performance Security shall be signed by the person authorized to do so on his behalf. In the event of death of any of the Contractor's partners in case the Contractor is a partnership firm, during the currency of the Contract it is hereby expressly agreed that every receipt by any one of surviving Contractor's partners, shall, if so signed as aforesaid, be a good and sufficient discharge as aforesaid, provided that nothing in this Clause shall be deemed to prejudice or affect any claim, which the Employer may hereafter have against the legal representatives of



any Contractor's partner so dying, for or in respect of breach of any of the conditions of the Contract. Provided also that nothing contained in this clause shall be deemed to prejudice or affect the respective rights and obligations of the Contractor's partners, or of the legal heirs / representatives of any deceased Contractor/ partner interse.

### **11.19 Post Payment Audit**

It is an agreed term of the Contract that the Employer reserves to himself the right to carry out a post payment audit and/ or technical examination of the Works, and the Final bill including all supporting vouchers, abstracts, etc., and to make a claim on the Contractor for the refund of any excess amount paid to him, if as a result of such examination, any over-payment to him is

discovered to have been made in respect of any Work done or alleged to have been done by the Contractor, under the Contract. If any under-payment is discovered, the same shall be paid by the Employer to the Contractor Such payments or recoveries, however, shall not carry any interest.

### **11.20 Recovery of money due to the Employer**

All damages (including, without limitation, Liquidated Damages), costs, charges, expenses, debts, or sums for which the Contractor is liable to the Employer under any provision of the Contract may be deducted by the Employer from monies due to the Contractor under the Contract (including, without limitation Liquidated Damages) and the Employer shall have the power to recover any balance not so deducted from monies due to the Contractor under any other Contract between the Employer and the Contractor.

When the Contractor has as per the provision of the Contract assigned to a third Party the right to receive monies due, or, to become due, under the Contract to the Contractor or charged such monies in favour of a third Party, the Employer's right to deduct damages (including without limitation Liquidated Damages), costs, charges, expenses, debts or sums for which the Contractor is liable to the Employer from monies due to the Contractor under the Contract shall be limited to the right expressed above.

### **11.21 Payment to Joint Venture/ Consortium**

The payment shall be made to the joint venture/consortium. However, only in case of consortium, the direct payment to individual members of consortium can be made; on joint certification by the Representative of the consortium and authorized representative of individual members of the consortium, after making requisite recoveries/deductions from the gross payment. In this case, a notarized agreement jointly signed by authorised representatives of all the members of the consortium to this effect need to be submitted to the Employer on Commencement of the Works.

## **12 Variations**

### **12.1 Right to Vary**

All Variations shall be recorded in a written instruction from the Engineer either as a Contractor's Variation or as an Employer's Variation, and shall not be implemented by the Contractor without such an instruction in writing from the Engineer. No Variation shall in any way vitiate or invalidate the Contract. The Contractor shall not make any alteration and/or modification of the Works, unless and until the Engineer instructs or gives consent to a Variation. If the Construction and/or Manufacture Documents or Works are not in accordance with the Contract, the rectification shall not constitute a Variation.



## **12.2 Contractor's Variations**

### **12.2.1 Variation Proposals**

The Contractor may submit to the Employer, in writing at its own cost, any engineering proposal as Contractor's Variation for modifying the Employer's Requirements, provision of additional land, access or feasibility over and above that is provided in the Contract for the purpose of saving in time, construction or manufacture costs. Such Variation proposal shall not impair the essential character, functions or characteristics or the Work, including Service life, economy of operation, ease of maintenance, desired appearance, or design and safety standards.

The Contractor shall provide his Variation proposal in a time limit prescribed by the Engineer. The Engineer's decision in this regard shall be communicated to the Contractor within a reasonable period of time. If by any reason, the time limit specified by the Engineer is exceeded, the proposal may not be considered.

The decision of the Engineer in this regard shall be final and binding.

### **12.2.2 Contents of Variation**

If the Employer requires or accepts it, and if the Contractor wants to proceed with the proposal, the Contractor must provide (at no cost to the Employer) a detailed report prepared by a Consultant acceptable to the Employer and which shall include:

- a) a general description of the original Contract requirements for the Works and the proposed changes
- b) a detail of all the proposed modifications to the drawings and specifications
- c) a detail of all Work and goods affected by the value engineering proposal
- d) a detailed estimate of the construction cost based on the original Contract requirements and based on the proposed changes
- e) any resultant time extensions or reductions for the Contract
- f) statement to the extent of minimum saving expected. The Contractor's cost of preparing the Variation proposal shall be excluded in determining the estimated net savings in construction costs.

### **12.2.3 Employer Review**

The Employer may in his sole discretion, accept or reject the Contractor's Variation or any part thereof and determine the estimated net saving in the construction cost. The Employer shall not be liable for delays or damages to the Contractor due to any failure of the Employer to accept or act upon any such Variation proposal submitted pursuant to this Clause.

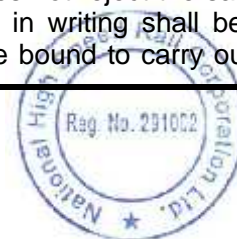
Once, the Employer or the Engineer rejects the Contractor's Variation during proposition due to any reason, it shall not be pursued by Contractor in any other form.

### **12.2.4 Amendments -Employer Issuance**

If the Variation proposal is acceptable to the Employer/Engineer in whole or in parts, it will be accepted by execution of an amendment or by communication in writing. Such amendment/communication in writing shall identify all the changes in the specifications, Contract Period etc. and shall specify net savings on construction costs which shall be adjusted in the Contract Price by the Employer.

### **12.2.5 Contractor's Acceptance and Payment**

The Contractor shall either accept or reject any proposed amendment/communication in writing executed by the Engineer pursuant to this section within 5 working days of its receipt date from the Employer. If the Contractor does not reject the same in the period stipulated above, the amendments /communication in writing shall be deemed to be accepted by the Contractor. The Contractor shall be bound to carry out the same and



shall become a Variation to the Contract. The Contractor's acceptance shall be unconditional and the Contract Prices shall be adjusted by the amount of saving due to the Variation.

### 12.3 Employer's Variations

If the Engineer requests a proposal, prior to instructing a Variation which may be for additional work or alteration in the work on deletion/ reduction in the scope of work, the Contractor shall submit at his own cost within 14 days or such period as the Engineer may allow of the receipt of such request of the Engineer

- a) a description of the proposed design and/or work to be performed and a programme for its execution,
- b) the Contractor's proposal for any necessary modifications to the programme according to Sub-clause 4.13, and
- c) the Contractor's proposal for adjustment to the Contract Price, Time for Completion and/or modifications to the Contract.

### 12.4 Variation Procedure

The Engineer shall, as soon as practicable after receipt of proposals under sub- clauses 12.2 and/ or 12.3, respond with approval, rejection or comments.

If the Engineer instructs or approves a Variation, he shall proceed in accordance with Sub-clause 3.5 to agree or determine adjustments to the Contract Price, Time for Completion and Schedule of Payments.

After receipt of proposal, it will be the prerogative of the Employer, whether to Instruct and proceed ahead with the Variation or drop the proposal in part or full. In that case, no cost of preparing and submitting the proposal will be payable to Contractor. In case, the design part of Variation has been completed on submission of same to the Engineer, the Employer decides to abandon the Variation, only cost for design to the extent of work done will be paid to the Contractor.

### 12.5 Variation in the Bill of Quantities

- A. This sub clause shall be applicable to Schedules of measurement Contracts. This clause shall also be applicable to item rates / Provisional Sum Schedules of Lump-Sum Contract.

The quantities of items and /or Provisional Sum, shown in different Schedules of BOQ are approximate, and liable to vary during the actual execution of the work. Some items may have to be added or deleted. The Contractor shall be bound to carry out and complete the stipulated Work as instructed by the Engineer, irrespective of the magnitude of variations including additions or deletion in the Bill of Quantities. Variations shall be paid as follows:

- (i) Schedules having items rates with quantities:
  - a) At the accepted rates of the Contract for Positive variation in quantities of items to the extent of 25%. In case of variation in quantities on minus side, Contract rates will be payable at the accepted rates of the Contract for the executed quantities.
  - b) In case the Variation in individual items (except for items under Para c) d) & e) below) as stipulated above: is more than 25% on plus side, the rate for the varied quantity beyond 25% shall be negotiated between the Engineer and the Contractor and mutually agreed rates arrived at before execution of the extra quantity.
  - c) In case of earth work, the aforesaid Variation limit of 25% shall apply to the gross



quantity of earth work and Variation in the quantity of individual classifications of soil will not be subject to this limit where any Variation can take place.

- d) In case of foundation work, no Variation limit applies and Contractor shall carry out the Work, at the accepted rates of the Contract irrespective of any Variation.
  - e) Variation in the quantity of items individually costing upto 1% of total Accepted Contract Amount or Rs. 50 lakh, whichever is less, shall be payable at the accepted rates of the Contract, till the value of such individual item on account of Variation reaches upto 2% of the Accepted Contract Amount or 1 crore, whichever is less. Negotiation of rates for such items shall be conducted only for the exceeded quantity beyond 2% of the Accepted Contract Amount or 1 crore, whichever is less.
- (ii) Schedules having Provisional Sum (containing only rates of items but without quantities) / Items having Provisional Sum (e.g. referring to Standard Schedules of Rates etc.)
- a) At the accepted rates of the Contract for Positive Variation in Provisional Sum to the extent of 25%. In case of Variation in Provisional Sum on minus side, Contract rates will be payable at the accepted rates of the Contract for the executed quantities.
  - b) In case the Variation in Provisional Sum as stipulated above is more than 25% on plus side, the rate for works under item A.(ii) beyond 25% Variation in Provisional Sum shall be negotiated between the Engineer and the Contractor and mutually agreed rates arrived at, before its execution.

#### **B. Deriving Rates For New Items / Negotiation**

This Sub-clause shall be applicable to all Schedules of BOQ including Lump- Sum Schedule.

- (i) In case Engineer introduces an item for which the Contract does not contain any rates or prices applicable to the varied Works, the rate of such items shall be derived, wherever possible, from rate for similar items available in the Bill of Quantities of the accepted Tender. In case this is not possible, the rate may be decided on the following basis:
  - a) Cost of Materials at current market price, as actually utilised in the final finished Permanent Works, including a reasonable percentage for wastage and transportation.
  - b) Cost of enabling works if any (unless provided for separately) worked out on the above basis but with less stringent quality. Specifications minus salvage value of serviceable material released after completion of Work and cost of material released as scrap.
  - c) Cost of labour actually used at the site of Work at rates under Payment of Minimum Wages Act for the area of Work for each category of worker, further enhanced by a percentage of 10% of the aforesaid rates to account for labour not directly utilised at Site and other ancillary and incidental expenses on labour.
  - d) Hire charges for Plant & Machinery, scaffolding, shuttering, forms, etc., required to be used at the site of the work. The tools used by the various trades shall not be counted as Plant & Machinery for this purpose.
  - e) An amount of 20% of items B.(i) a), b), c) and d) above to allow for Contractor's overheads including water/electricity charges and labour cess etc., profits and corporate taxes etc. No such percentage shall be applicable to the estimated cost of Materials supplied free of cost to the Contractor.
  - f) In all cases where extra items of Work are involved, for which there are no rates in the accepted Bill of Quantities, the Contractor shall give a notice to the Engineer, of at least 7 days before the need for its execution arises.



- g) In the event of disagreement in respect of items A (i) b), A (i) e), A (ii) b) and B (i) above, the Engineer shall fix such rates of price as are, in his opinion appropriate and shall notify the Contractor accordingly, with a copy to the Employer. Until such time as rates or prices are agreed or fixed, the Engineer shall determine provisional rates or prices to enable interim payments to the Contractor. Alternatively, in the event of disagreement the Contractor shall have no claim to execute extra quantities/new items and the Engineer shall be free to get such additional quantities beyond 25%/new items executed through any other Agency. However, if the Engineer or the Employer so directs the Contractor shall be bound to carry out any such additional quantities beyond the limits stated above original quantities and/or new items and the disagreement or the difference regarding rates to be paid for the same shall be settled in the manner laid down under the conditions for the settlement of dispute.

## **12.6 Payment in Applicable Currencies**

If the Contract provides for payment of the Contract Price in more than one currency, and an adjustment is agreed or fixed as stated above, the amount payable in each of the applicable currencies shall be specified when the adjustment is agreed or fixed. In specifying the amount in each currency, the Contractor and the Engineer (or, failing agreement, the Engineer) shall take account of the actual or expected currency proportions of the Cost of the varied Work, without being bound by the proportions of various currencies specified for payment of the Contract Price.

## **13 Termination of the Contract**

### **13.1 Notice to Contractor**

If the Contractor fails to carry out any of his obligations, or if the Contractor is not executing the Works in accordance with the Contract, the Engineer may give notice to the Contractor requiring him to make good such failure and remedy the same within such time as the Employer / Engineer may deem to be reasonable.

### **13.2 Termination of Contract Due to Contractor's Default**

#### **13.2.1 Conditions Leading to termination of Contract**

The Employer shall be entitled to terminate the Contract if the Contractor or any one of its constituents,

- a) fails to comply with a notice under Sub-clause 13.1
- b) abandons or repudiates the Contract
- c) without reasonable excuse acceptable to the Engineer, fails to commence the Works in accordance with the Contract
- d) Sub-contracts the whole of the Works or assigns the Contract without approval of the Employer
- e) becomes bankrupt or insolvent or goes into liquidation except voluntary liquidation for the purpose of amalgamation or reconstruction
- f) persistently disregards instructions of the Engineer or contravenes any provisions of the Contract, or
- g) fails to adhere to the agreed programme of work by margin of 10% of the stipulated period or 21 days, whichever is earlier, or fails to complete the Works or parts of the Works within the stipulated or extended period of completion, or is unlikely to complete the whole Work or part thereof within time because of poor record of progress; or





- h) fails to remove materials from the Site, or pull down and replace Work, after receiving notice from the Engineer to the effect that the said materials or Works have been condemned or rejected, or
- i) fails to take steps to employ competent and/or additional staff and labour, or
- j) fails to afford the Engineer or his Representative proper facilities for inspecting the Works or any part thereof, or
- k) indulges in corrupt or fraudulent practices as explained in Clause 4.33

**13.2.2** In any one of these events or circumstances, the Employer may upon giving 14 days notice to the Contractor terminate the Contract and expel the Contractor from the Site. However, in case of sub-paragraph (e) or (k), the Employer may by notice of 7 days to the Contractor terminate the Contract immediately.

**13.2.3** For the purpose of sub-para (c) above, of this clause, reasonable excuse shall be the one, which in the opinion of the Engineer has resulted from, any circumstance which

- a) is beyond the Employer's or Contractor's control and
- b) made the failure unavoidable and it is evidenced by the Contractor to the satisfaction of the Engineer that the failure was remedied without unreasonable delay once that obstacle was out of the way.

**13.2.4** In case of Sub-para(g), the Engineer at its sole discretion may terminate only part of the Contract also by taking out some part of the total scope of Work and may get it completed or arranged from any other entity through the process of Open/Limited/Single Tender or by calling quotations, to do so at the risk and cost of the Contractor

**13.2.5** The Employer's decision to terminate the Contract shall not prejudice any other rights of the Employer under the Contract.

**13.2.6** On termination of Contract due to Contractor's default, the Performance Security shall be forfeited by encashing the Bank Guarantee and the balance Work shall be got done independently without risk and cost of the failed Contractor. The failed Contractor shall be debarred from participating in the Tender for executing the balance Work. If the failed Contractor is a JV/Consortium or a partnership Firm, then every member/partner of such JV/Consortium or partnership Firm shall be debarred from participating in the Tender for the balance Work either in his/her individual capacity or as a partner of any other JV/Consortium or partnership Firm.

**13.2.7** The Engineer shall not make a claim under the Performance Security except for amounts to which the NHSRCL is entitled under the Contract (Not withstanding and/or without prejudice to any other provisions in the Contract Agreement) in the event of:

- a) Failure by the Contractor to extend the validity of the Performance Security as described herein above, in which event the Engineer may claim the full amount of the Performance Security.
- b) Failure by the Contractor to pay NHSRCL any amount due, either as agreed by the Contractor or determined under any or the Clauses/Conditions of the Agreement, within 30 days of the service of notice to this effect by Engineer.
- c) The Contractor being determined or rescinded under provision of the GCC in which event, the Performance Security shall be forfeited in full and shall be absolutely at the disposal of the NHSRCL.

**13.2.8 Valuation at the date of Termination**

The Engineer shall, as soon as possible after termination under Sub-clause 13.2.1, determine and advise the Contractor of the value of the Construction and/or Manufacture Documents, Plant, Rolling Stock, Materials, Contractor's Equipment and Works and all sums then due to the Contractor as at the date of termination.



### **13.2.9 Payment after Termination**

After termination under Sub-clause 13.2.1, the Employer shall not be liable to make any further payments to the Contractor until the costs of design, manufacture, execution, completion and remedying of any defects, damages for delay in completion (if any), and all other costs incurred by the Employer, have been established and recovered.

The Employer shall be entitled to recover from the Contractor the extra costs, if any, of completing the Works after allowing for any sum due to the Contractor under Sub-clause 13.2.8. If there are no such extra costs, the Employer shall pay any balance to the Contractor.

### **13.2.10 Non-exercise of power not to constitute waiver**

Provided always that in case any of the powers conferred upon the Employer by Sub-clause 13.1 and Sub-clause 13.2.1 above, shall have become exercisable, constitute and the same may not have been exercised, the non-exercise thereof shall not constitute waiver of any of the conditions thereof.

## **13.3 Default of Employer**

### **13.3.1 Notice by Contractor**

In the event of the Employer:

- a) failing to pay the Contractor, without reasonable cause, the certified amount due under any certificate of the Engineer within 56 days after the expiry of the time stated in Sub-clause 11.6 within which payment has to be made, subject to any deduction that the Employer is entitled to make under the Contract, or
- b) becoming bankrupt or, being a Company, going into liquidation, other than for the purpose of a scheme of reconstruction or amalgamation,

then, the Contractor may give notice requiring the Employer to remedy the default within 28 days after receipt of the notice. If the Employer fails to remedy the default or fails to propose steps reasonably acceptable to the Contractor to do so and in that case, the Contractor may terminate the Contract after issue of 14 days notice to the Employer with a copy to the Engineer. In this case, the Contractor shall be compensated as per Sub-clause 13.3.4.

The Engineer's decision on the certified amount payable on this account shall be final and binding.

### **13.3.2 Contractor's Entitlement to Suspend the Work**

The Contractor may, if the Employer fails to pay the Contractor the certified amount due under any certificate of the Engineer within 56 days after the expiry of the time stated in Sub-clause 11.6, within which payment is to be made, subject to any deduction that the Employer is entitled to make under the Contract, after giving 28 days' prior notice to the Employer, with a copy to the Engineer, suspend Work or reduce the rate of progress of Work.

If the Contractor suspends Work or reduces the rate of progress of Work in accordance with the provisions of this Sub-clause and thereby suffers delay or incurs costs the Engineer shall, after due consultation with the Employer and the Contractor, determine:

- a) any extension of time to which the Contractor is entitled under Sub-clause and
- b) the amount of such costs, which shall be added to the Contract Price, and shall notify the Contractor accordingly, with a copy to the Employer.

### **13.3.3 Cessation of Work by Contractor**

After termination under Sub-clause 13.3.1, the Contractor shall:



- a) cease all further Work, except for such Work as may be necessary and instructed by the Engineer for the purpose of making safe or protecting those parts of the Works already executed, and any Work required to leave the Site in a clean and safe condition,
- b) hand over all Construction and/or Manufacture Documents, Plant, Rolling stock, and Materials for which the Contractor has received payment,
- c) hand over those parts of other Works executed by the Contractor up to the date of termination, and
- d) remove all Contractor's Equipment If not required by the Employer which is on the Site and repatriate all his staff and labour from the Site.

Any such termination shall be without prejudice to any other right of the Contractor under the Contract.

#### **13.3.4 Payment on Termination**

After termination under Sub-clause 13.3.1, the Employer shall return the Performance Security, if not invoked and shall pay the Contractor an amount calculated and certified in accordance with the following conditions:

- a) The value of approved materials actually brought to the site and reasonably required to execute the Works during next three months, as per approved Programme, and
- b) Value of Work completed up to date by the Contractor at rates specified in the Contract after taking into account any deductions. retentions, setoff, damages. compensation, loss payable to Employer etc.
- c) In addition, a sum not exceeding 2% (two percent) of the value of the work remaining incomplete on the date of Termination notice taking effect.

The payment as above shall be the full compensation for termination under this Clause and the Contractor shall have no claim for damages or other entitlements whether under the Contract or otherwise.

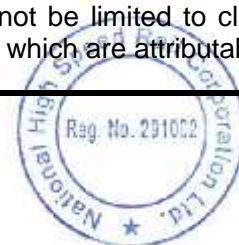
- 13.3.5** In case termination/ foreclosure of the Contract under whatsoever circumstances, any remaining Tools, Plants, Equipment and surplus materials of Employer with Contractor will be returned to the Employer in good condition at Employer's depot at Contractor's cost. In case of the failure of the Contractor to do so, the Employer will be entitled to recover their cost from the Contractor from the amount becoming due to the Contractor or from any other money due in any other Contracts. The decision of the Engineer of the amount to be recovered will be final and full credit at rates initially charged to the Contractor shall be allowed for such materials. Similarly the Employer shall be entitled to recover the cost of the unreturned material, Plant, Equipment and Tools from the Contractor where such material have been supplied free of cost or on lease basis to the Contractor as stipulated in the Conditions of Contract.

## **14 Risk and Responsibility**

### **14.1 Indemnity**

The Contractor shall indemnify and hold harmless the Employer, the Engineer, the Designated Contractors, Representatives and employees from and against all actions, suits, proceeding, claims, damages, losses, expenses and demands of every nature and description, by reasons of any act or omissions of the Contractor, his Representative or his employees in the execution of the Works, including professional services provided by the Contractor or in the guarding the same.

These indemnification obligations shall include but not be limited to claims, damages, losses, damage proceedings, charges and expenses which are attributable to:



- a) sickness, or disease, or death of, or injury to any person; and
- b) loss of, or damage to, or destruction of any property (other than the Works) including consequential loss of use; and
- c) loss, damage or costs arising from the carriage of Plant, Rolling Stock and Materials and/or ownership or chartering of marine vessels by the Contractor or any Sub-contractor of any tier.

The Contractor shall also indemnify and save harmless the Employer from and against all claims and proceedings on account of infringements of patents rights, design, trademark name etc. as detailed out in clause 5.8.

All sums payable by way of compensation under these conditions shall be considered reasonable compensation payable to the Employer, without reference to the actual loss or damage sustained, and whether or not any damage shall have been sustained. The decision of the Engineer as to compensation claimed shall be final and binding.

#### **14.2 Contractor's Care of the Works**

The Contractor shall take full responsibility for the care of the Works, or any part thereof, including full responsibility for the care of any Work being manufactured, or stored off-Site for inclusion in the Works, or in the course of transportation to the Site, and for the care of Contractor's Equipment, Temporary Works, Plant, Rolling Stock, and any other Material, whatsoever, on the Site or delivered to or placed on the Site in connection with, or for the purpose of the Works.

The Contractor shall take this responsibility from the Commencement Date until the date of issue of the Taking Over Certificate, when responsibility shall pass to the Employer. If the Engineer issues a Taking Over Certificate for any Section or part of the Works, the Contractor shall cease to be responsible for the care of that Section or part from the date of issue of such Taking Over Certificate when responsibility shall pass to the Employer.

The Contractor shall take responsibility for the care of any outstanding Work which is required to be completed prior to the expiry of the Contract Period, until the Engineer confirms in writing that such outstanding Work has been completed.

If any loss or damage happens to the Works, any other property or person, arising from any cause other than the Employer's risks listed in Sub-clause 14.3, during the period for which the Contractor is responsible, the Contractor shall rectify such loss or damage, at his cost, so that the Works conform with the Contract or at the option of the Employer, will pay or allow to the Employer the cost of rectifying such loss or damage. Notwithstanding such loss or damage, the Contractor shall proceed with the execution of Works in all respects in accordance with the Contract and the Engineer's instructions. The Contractor shall also be liable for any loss or damage to the Works caused by any operations carried out by the Contractor after the date of issue of the Taking Over Certificate.

#### **14.3 Employer's Risks**

The Employer's risks of loss or damage to physical property in India and of death and personal injury occurring in India in consequence of the performance of obligations under the Contract are:

- a) war, hostilities (whether war be declared or not), invasion, act of foreign enemies,
- b) rebellion, revolution, insurrection, or military or usurped power, or civil war, within India,
- c) riot, commotion or disorder by persons unless solely restricted to or caused by employees of Contractor or of Sub-contractors currently or formerly engaged in the Works,



- d) Ionising radiations, or contamination by radio-activity from any nuclear fuel, or from any nuclear waste from the combustion of nuclear fuel, radio-active toxic explosive, or other hazardous properties of any explosive nuclear assembly or nuclear component of such an assembly, except to the extent to which the Contractor may be responsible for the use of any radio-active material,
- e) pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds, and
- f) use or occupation by the Employer of any part of the Works, except as may be specified in the Contract.

#### **14.4 Consequences of Employer's Risks**

If an Employer's risk results in loss or damage, the Contractor shall promptly notify the Engineer and shall rectify this loss or damage to the extent required by the Engineer.

If the Contractor suffers delay and/or incurs cost from rectifying this loss or damage, the Contractor shall give notice to the Engineer and shall be entitled to claim:

- a) extension of time for any such delay, if completion is or will be delayed, under Sub-clause 8.4, and
- b) amount of such cost,

#### **14.5 Contractor's Risks**

The Contractor's risks are all risks other than the Employer's risks given in Sub-clause 14.3.

#### **14.6 Limitation of Liability**

Except as provided otherwise in these Conditions, neither Party shall be liable to the other Party for loss of use of any Works, loss of profit, loss of any Contract or any other indirect or consequential loss or damage which may be suffered by the other Party in connection with the Contract. The total liability of the Contractor to the Employer under the Contract shall not exceed the Contract Price. Except that this Sub-clause shall not limit the liability of the Contractor

- a) under Sub-clauses 4.18, 4.19, 5.7, 8.6, and Clauses 7.10 and 7.11
- b) under any other provisions of the Contract which expressly impose a greater liability,
- c) in cases of fraud, willful misconduct or illegal or unlawful acts. or
- d) in cases of acts or omissions of the Contractor which are contrary to the most elementary rules of diligence which a conscientious Contractor would have followed in similar circumstances.

### **15 Insurance**

#### **15.1 Professional Indemnity Insurance**

The Contractor shall effect and maintain Professional Indemnity Insurance, preferably in the name of NHSRCL, for the amount in Indian Rupees stipulated in **Appendix-1 to the Form of Tender** in respect of any design of the Works to be carried out by, or on behalf of the Contractor. This insurance, which shall ensure the Contractor's liability by reason of professional negligence and errors in the design of the Works, shall be valid from the date of commencement of Works, until 5 years after the date of issue of Performance Certificate. Alternatively the Contractor shall renew the insurance before the expiry of the Yearly Insurance in such a way that the entire validity period is covered.



The Engineer will not issue Final Payment Certificate until the Contractor has produced evidence that coverage of the Professional Indemnity Insurance has been provided for the aforesaid period.

## **15.2 Insurance for Works and Contractor's Equipment**

The Contractor shall insure the Plant, Rolling stock, Materials and Works in the joint names of the Employer, the Contractor and Sub-contractors (wherever applicable) against all loss or damage. This insurance shall cover loss or damage from any cause other than the Employer's risks listed in Sub-clause 14.3 sub paragraphs (a), (b), (d) and (e). Such insurance shall be for a limit of not less than the full replacement cost (including profit) and shall also cover the costs of demolition and removal of debris. Such insurance shall be in such a manner that the Employer and the Contractor are covered from the commencement date until the date of issue of the Taking Over Certificate for the whole of Works. However, for the Works having multiple Sections / Parts in one Contract, such insurance shall be in such a manner that the Employer and the Contractor are covered from the commencement date until the date of issue of the Taking over Certificate for respective Part of Works. The Contractor shall extend such insurance to provide cover until the date of issue of the Performance Certificate, for loss or damage for which the Contractor is liable arising from a cause occurring prior to the issue of the Taking Over Certificate, and for loss or damage occasioned by the Contractor or Sub- contractors in the course of any other operations (including Clauses 7.10, 7.11 and 10).

The Contractor shall insure the Contractor's Equipment against all risks in the joint names of the Employer, the Contractor and Sub-contractors, (wherever applicable) against all loss or damage. This insurance shall cover loss or damage from any cause other than the Employer's risks listed in Sub-clause 14.3 sub- paragraphs (a), (b), (d) and (e). Such insurance shall be for a limit of not less than the full replacement value (including delivery to Site). Such insurance shall be in such a manner that each item of equipment is insured while it is being transported to the Site and throughout the period it is on or near the Site.

## **15.3 Insurance against injury to Persons and Damage to Property**

The Contractor shall insure against liability to third Parties in the joint names of the Employer, the Contractor and Sub-contractors, (wherever applicable) for any loss, damage, death or bodily injury which may occur to any physical property (except things insured under Sub-clause 15.2) or to any person (except persons insured under Sub-clause 15.4), which may arise out of the performance of the Contract and occurring before the issue of the Performance Certificate. Such insurance shall be at least for the amount specified in the Appendix-1 to Form of Tender.

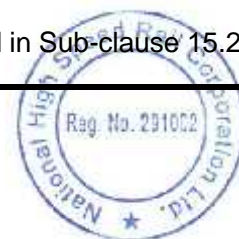
## **15.4 Insurance for Workers**

The Contractor shall effect and maintain insurance against losses and claims arising from the death or injury to any person employed by the Contractor or any Sub-contractor (wherever applicable) in such a manner that the Employer and the Engineer are indemnified under the policy of insurance. For Sub- contractor's employees (wherever applicable), such insurance may be effected by the Sub- contractor, but the Contractor shall be responsible for compliance with this Clause.

## **15.5 General Requirements for Insurances**

The Contractor shall, within the respective periods stated in the Appendix-1 to Form of Tender (calculated from the Commencement Date), submit to the Employer:

- a) evidence that the insurances described in this Clause have been effected, with an Indian Insurance Company and
- b) copies of the policies for the insurances described in Sub-clause 15.2, 15.3 and 15.4.



When each premium has been paid, the Contractor shall submit copy of receipts to the Employer. The Contractor shall also, when providing such evidence, policies and receipts to the Employer, notify the Engineer of so doing.

First Interim Payment Certificate and Advances such as mobilization advance, plant & machinery advance, material advance etc. shall not be released unless Contractor has taken all insurance policies in terms of Clause 15 & Appendix- 1 of FOT. If any, initial lapse period is observed in insurance policies submitted by the Contractor, recovery shall be made 1.5 times the premium amount worked out on pro-rata basis.

The Contractor shall effect all insurances for which he is responsible with insurers and in terms approved by the Employer. The Contractor would obtain waiver of right of subrogation from the insurer on the aforesaid policies of insurance. Each Policy insuring against loss or damage shall provide for payments to be made in the currencies required to rectify such loss or damage. Payments received from insurers shall be used for the rectification of such loss or damage.

The Contractor (and, if appropriate, the Employer) shall comply with the conditions stipulated in each of the Insurance Policies. The Contractor shall make no material alteration to the terms of any insurance without the prior approval of the Employer. If an insurer makes (or purports to make) any such alteration, the Contractor shall notify the Employer immediately.

If the Contractor fails to effect and keep in force any of the insurances required under the Contract, or fails to provide satisfactory evidence, policies and receipts in accordance with this Sub-clause, the Employer may, without prejudice to any other right or remedy, effect insurance for the coverage relevant to such default, and pay the premiums due. In such cases the premium paid by the Employer plus overheads (equal to 50% of the premium paid) shall be recoverable from the Contractor by the Employer, and may be deducted by the Employer from any monies due, or to become due, to the Contractor or recover the same as debt due from the Contractor. The Contractor shall not dispute the amount of premium paid by the Employer or the overhead charges thereon.

Nothing in this clause limits the obligations, liabilities or responsibilities of the Contractor or the Employer, under the other terms of the Contract or otherwise. Any amount not insured or not recovered from the insurers shall be borne by the Contractor.

The Contractor shall submit to the Engineer, the details of all claims made with the insurer and claims accepted by the insurer or any other details as required by the Engineer on monthly basis.

The Last interim payment shall be released to the Contractor after ensuring the validity of all insurance policies upto the required validity in terms of Clause 15.

## **16 Force Majeure**

### **16.1 Definition of Force Majeure**

In this Clause, "Force Majeure" means an event beyond the control of the Employer and the Contractor, which makes it impossible or illegal for a Party to perform, including but not limited to:

- a) act of God;
- b) war, hostilities (whether war be declared or not), invasion, act of foreign enemies, mobilisation, requisition, or embargo;
- c) rebellion, revolution, insurrection, or military or usurped power, or civil war;
- d) contamination by radio-activity from any nuclear fuel, or from any nuclear waste' from the combustion of nuclear fuel, radio-active toxic explosive, or other hazardous properties of any explosive nuclear assembly or nuclear component of such an assembly;



e) riot, commotion or disorder, unless solely restricted to employees of the Contractor or of his Sub-contractors currently or formerly engaged on the Works.

If a Party considers that it may be affected by Force Majeure, the party shall promptly notify the other Party and Engineer of such Force Majeure within 21 days of such occurrence. If neither Party issues any notice regarding the event within 21 days of its occurrence, the said event shall be deemed not to have occurred and the Contract shall continue to have no effect as such

## **16.2 Effect of Force Majeure Event**

Neither the Employer nor the Contractor shall be considered in default or in Contractual breach to the extent that performance of obligations is prevented by a Force Majeure event which arises after the date of Notice to Proceed. Upon the occurrence of such Force Majeure, the affected Party shall endeavour to continue to perform its obligations as far as reasonably practicable.

## **16.3 Contractor's Responsibility**

If affected by such Force Majeure, the Contractor shall promptly notify the Engineer of any proposals for overcoming the consequences of the Force Majeure, including any reasonable alternative means for performance, but shall not carry out these proposals without the consent of the Engineer.

## **16.4 Employer's Responsibility**

If affected by such Force Majeure, the Employer shall promptly notify the Engineer and the Contractor of any proposals for overcoming the consequences of the Force Majeure.

## **16.5 Payment to Contractor**

If the Works shall suffer loss or damage due to such Force Majeure, the Contractor shall be entitled to have included, in an Interim Payment Certificate, the Cost of Work executed in accordance with the Contract.

## **16.6 Resumption of Work**

The obligations under the Contract shall be resumed as soon as practicable after the event has come to an end or ceased to exist.

In case of doubt or dispute, whether a particular occurrence should be considered an "event" as defined under this Clause, the decision of the Engineer shall be final and binding.

Works that have already been measured shall be paid for by the Employer even if the same is subsequently destroyed or damaged as a result of the event. The cost of rebuilding or replacing any Work that has been measured shall be borne by the Employer

## **16.7 Optional Termination, Payment and Release**

Irrespective of any extension of time, if a Force Majeure occurs and its effect continues for a period of 6 months, after notice has been given under Sub-clause 16.1, either Party may give to the other party a notice of termination of the Contract which shall take effect in 28 days after the notice is given. Unless at the end of 28 days period the effect of the Force Majeure has ceased, the Contract shall terminate upon that date. Otherwise, the Contract shall remain in effect.

The Contractor shall be paid fully for the Work done under the Contract but not for any defective Work or Work done which has been destroyed or damaged before its measurement. The Employer shall have the option to take over any Plant, Rolling Stock





and Materials lying at site, at rates provided for in the Contract, failing that, as per rates, which are determined to be fair and reasonable by the Engineer.

## **16.8 Release from Performance Under the Law**

If under the law of the Contract, the Employer and the Contractor are released from further performance, the sum payable by the Employer to the Contractor shall be the same as would have been payable under Sub-clause 16.7, if the Contract had been terminated under that Sub-clause.

## **17 Claims, Disputes, Conciliation and Arbitration**

### **17.1 Procedure for Claims**

If the Contractor intends to claim any additional payment under any Clause of these Conditions or otherwise, the Contractor shall give notice to the Engineer as soon as possible and in any event within 28 days of the start of the event giving rise to the claim. The Contractor shall also submit any other notices which are required by the Contract, and supporting particulars for the claim, all as relevant to such event or circumstance.

The Contractor shall keep such contemporary records as may be necessary to substantiate any claim, either on the Site or at any other location acceptable to the Engineer. Without admitting the Employer's liability, the Engineer shall on receipt of such notice, inspect such records, monitor the record-keeping and/or may instruct the Contractor to keep further contemporary records. The Contractor shall permit the Engineer to inspect all such records, and shall (if instructed) submit copies to the Engineer.

Within 28 days of such notice, or such other time as may be agreed by the Engineer, the Contractor shall send to the Engineer a fully detailed claim which includes full supporting particulars of the basis of the claim and additional payment claimed. If the event or circumstance giving rise to the claim has a continuing effect:

- a) this fully detailed claim shall be considered as interim;
- b) the Contractor shall send further interim claims at monthly intervals, giving the accumulated amount claimed, and such further particulars as the Engineer may reasonably require; and
- c) the Contractor shall send a final claim within 28 days after the end of the effects resulting from the event or circumstance, or within such other period as may be proposed by the Contractor and approved by the Engineer.

If the Contractor fails to comply with this Sub-clause, he shall not be entitled to claim any additional payment.

### **17.2 Payment for Claims**

The Contractor shall be entitled to have included in any Interim Payment Certificate such amount for any claim as the Engineer considers due, after taking approval from the Employer. If the particulars supplied are insufficient to substantiate the whole of the claim, the Contractor shall be entitled to payment for such part of the claim as has been substantiated.

### **17.3 No legal action Till Dispute Settlement Procedure is Exhausted**

Any or all Disputes shall be settled in accordance with the provisions of Clause 17. No action at law concerning or arising out of any Dispute shall be commenced unless and until all applicable Dispute resolution procedure set out in Clause 17 shall have been finally exhausted in relation to that Dispute or any Dispute out of which that Dispute shall have arisen with which it may be or may have been connected.



#### **17.4 Notice of Dispute**

For the purpose of Sub-clause 17.5, a Dispute shall be deemed to arise when one Party serves on the other Party a notice in writing (hereinafter called a "Notice of Dispute") stating the nature of the Dispute provided that no such notice shall be served later than 28 days after the date of issue of Performance Certificate by the Engineer.

#### **17.5 Two Stages for Dispute Resolution**

Disputes shall be settled through two stages:

- a) Conciliation procedures as established by "The Arbitration and Conciliation Act-1996" & amended by the Arbitration & Conciliation (Amendment) Act, 2019 and any statutory modification or re-enactment thereof and in accordance with this Clause. In the event, this procedure fails to resolve the Dispute then;
- b) Arbitration procedures undertaken as provided by "The Arbitration and Conciliation Act -1996" & amended by the Arbitration & Conciliation (Amendment) Act, 2019 and any statutory modification or re-enactment thereof and in accordance with this Clause.

#### **17.6 Conciliation**

Within 60 days of receipt of Notice of Dispute, either party shall refer the matter in dispute to Conciliation.

Conciliation proceedings shall be initiated within 30 days of one Party inviting the other in writing to Conciliation. Conciliation shall commence when the other Party accepts in writing this invitation. If the invitation is not accepted then Conciliation shall not take place. If the Party initiating Conciliation does not receive a reply within 30 days from the date on which he sends the invitation, he may elect to treat this as a rejection of the invitation to conciliate and inform the other Party accordingly.

The Conciliation shall be undertaken by one Conciliator selected from a panel of Conciliators maintained by the Employer. The Conciliator shall assist the Parties to reach an amicable settlement in an independent and impartial manner.

#### **17.7 Conciliation Procedure**

The Employer shall maintain a panel of Conciliators, who shall be from serving or retired Engineers of Government Departments, or of Public Sector Undertakings. Out of this panel, a list of three Conciliators shall be sent to the Contractor who shall choose one of them to act as Conciliator and conduct Conciliation proceedings in accordance with "The Arbitration and Conciliation Act, 1996" of India & amended by the Arbitration & Conciliation (Amendment) Act, 2019 and any statutory modification or re-enactment thereof.

There will be no objection if Conciliator so nominated is a serving employee of NHSRCL who would be Deputy HOD level officer and above.

The Employer and the Contractor shall in good faith co-operate with the Conciliator and, in particular, shall endeavor to comply with requests by the Conciliator to submit written materials, provide evidence and attend meetings.

Each Party may, on his own initiative or at the invitation of the Conciliator, submit to the Conciliator suggestions for the settlement of the dispute.

When it appears to the Conciliator that there exist elements of a settlement which may be acceptable to the Parties, he shall formulate the terms of a possible settlement and submit them to the Parties for their observations. After receiving the observations of the Parties, the Conciliator may reformulate the terms of a possible settlement in the light of such observations.



If the Parties reach agreement on a settlement of the dispute, they may draw up and sign a written settlement agreement. If requested by the Parties, the Conciliator may draw up, or assist the Parties in drawing up, the settlement agreement. When the Parties sign the Settlement Agreement, it shall be final and binding on the Parties and persons claiming under them respectively.

The Conciliator shall authenticate the Settlement Agreement and furnish a copy thereof to each of the Parties. As far as possible, the Conciliation proceedings should be completed within 60 days of the receipt of notice by the Conciliator.

The Parties shall not initiate, during the Conciliation proceedings, any arbitral or judicial proceedings in respect of a dispute that is the subject matter of the Conciliation proceedings.

### **17.8 Termination of Conciliation Proceedings**

The Conciliation proceedings shall be terminated:

- a) by the signing of the Settlement Agreement by the Parties on the date of agreement; or
- b) by written declaration of the Conciliator, after consultation with the Parties, to the effect further efforts at Conciliation are no longer justified, on the date of declaration; or
- c) by a written declaration of the Parties to the Conciliator to the effect that the Conciliation proceedings are terminated, on the date of declaration; or
- d) by a written declaration of a Party to the other Party and the Conciliator, if appointed, to the effect that the Conciliation proceedings are terminated, on the date of declaration.

Upon termination of the Conciliation proceedings, the Conciliator shall fix the costs of the Conciliation and give written notice thereof to the Parties. The costs shall be borne equally by the Parties unless Settlement Agreement provides for a different apportionment. All other expenses incurred by a Party shall be borne by that Party.

### **17.9 Arbitration**

If the efforts to resolve all or any of the disputes through Conciliation fails, then such disputes or differences, whatsoever arising between the Parties, arising out of touching or relating to construction/ manufacture, measuring operation or effect of the Contract or the breach thereof shall be referred to Arbitration in accordance with the following provisions:

- a) Only such dispute(s) or difference(s) in respect of which notice has been made under Clause 17.1 but could not be settled through Conciliation, together with counter claims or set off, given by the Employer, shall be referred to Arbitration. Other matters shall not be included in the reference.
- b) The Arbitration proceedings shall be assumed to have commenced from the day, a written and valid demand for Arbitration is received by Managing Director, National High-Speed Rail Corporation Limited (MD/NHSRCL).
- c) The disputes so referred to Arbitration shall be settled in accordance with the Arbitration & Conciliation Act, 1996 & amended by the Arbitration & Conciliation (Amendment) Act, 2019 and any statutory modification or re- enactment thereof.

Further, it is agreed between the Parties as under:

#### **17.9.1 Number of Arbitrators: The Arbitral Tribunal shall consist of:**

- a) Sole Arbitrator in cases where the total value of all claims in question added together does not exceed Rs. 2.00 crores;
- b) 3 (Three) Arbitrators in all other cases.



**17.9.2** Procedure for Appointment of Arbitrators: The Arbitrators shall be appointed as per following procedure:

- a) In case of Sole Arbitrator: Within 60 days from the day when a written and valid demand for Arbitration is received by MD/NHSRCL, the Employer will forward a panel of 03 names to the Contractor. The Contractor shall have to choose one Arbitrator from the panel of three, to be appointed as Sole Arbitrator within 30 days of dispatch of the request by the Employer. In case the Contractor fails to choose one Arbitrator within 30 days of dispatch of the request of the Employer then MD/NHSRCL shall appoint any one Arbitrator from the panel of 03 Arbitrators, as sole Arbitrator.
- b) In case of 3 Arbitrators:
  - i. Within 60 days from the day when a written and valid demand for Arbitration is received by MD/NHSRCL, the Employer will forward a panel of 5 names to the Contractor. The Contractor will then give his consent for any one name out of the panel to be appointed as one of the Arbitrators within 30 days of dispatch of the request by the Employer.
  - ii. Employer will decide the second Arbitrator. MD/NHSRCL shall appoint the two Arbitrators, including the name of one Arbitrator for whom consent was given by the Contractor, within 30 days from the receipt of the consent for one name of the Arbitrator from the Contractor. In case the Contractor fails to give his consent within 30 days of dispatch of the request of the Employer then MD/NHSRCL shall nominate both the Arbitrators from the panel.
  - iii. The third Arbitrator shall be chosen by the two Arbitrators so appointed by the Parties out of the panel of 05 Arbitrators provided to Contractor or from the larger panel of Arbitrators to be provided to them by Employer at the request of two appointed Arbitrators (if so desired by them) and who shall act as Presiding Arbitrator. In case of failure of the two appointed Arbitrators to reach upon consensus within a period of 30 days from their appointment date, then, upon the request of either or both Parties, the Presiding Arbitrator shall be appointed by the Managing Director/ NHSRCL, New Delhi.
  - iv. If one or more of the Arbitrators appointed as above refuses to act as Arbitrator, withdraws from his office as Arbitrator, or vacates his/their office/offices or is/are unable or unwilling to perform his functions as Arbitrator for any reason whatsoever or dies or in the opinion of the MD/NHSRCL fails to act without undue delay, the MD/NHSRCL shall appoint new Arbitrator /Arbitrators to act in his/their place except in case of new Presiding Arbitrator who shall be chosen following the same procedure as mentioned in para (ii)(c) above. Such re-constituted Tribunal may, at its discretion, proceed with the reference from the stage at which it was left by the previous Arbitrator(s).
- c) The Employer at the time of offering the panel of Arbitrator(s) to be appointed as Arbitrator shall also supply the information with regard to the qualifications of the said Arbitrators nominated in the panel along with their professional experience, phone nos. and addresses to the Contractor

**17.9.3** Qualification and Experience of Arbitrators (to be appointed as per Sub-clause 17.9.2 above): The Arbitrators to be appointed shall have minimum qualification and experience as under:

Arbitrator shall be;

a Working / Retired Officer (not below E-8 grade in a PSU with which NHSRCL has no business relationship) of any discipline of Engineering or Accounts / Finance department, having experience in Contract Management of Construction Contracts; or a Retired Officer (retired not below the SAG level in Railways ) of any Engineering Services of Indian Railways or Indian Railway Accounts Service, having experience in Contract Management of Construction Contracts; or a Retired Officer who should have retired more than 3 years previously from the date of appointment as Arbitrator, (retired not below E-8 grade in NHSRCL or a PSU with which NHSRCL has a business relationship) of any



Engineering discipline or Accounts/ Finance department having experience In Contract Management of Construction Contracts or retired judge of any High Court or Supreme Court of India or reputed Chartered Accountant & should be member of ICAI, New Delhi. No person other than the persons appointed as per above procedure and having above qualification and experience shall act as Arbitrator.

- 17.9.4** No new claim shall be added during proceedings by either Party. However, a Party may amend or supplement the original claim or defence thereof during the course of Arbitration proceedings subject to acceptance by Tribunal including having due regard to the delay in making it.
- 17.9.5** Neither Party shall be limited in the proceedings before such Arbitrator(s) to the evidence or arguments put before the Engineer for the purpose of obtaining his decision. No decision given by the Engineer in accordance with the foregoing provisions shall disqualify him from being called as a witness and giving evidence before the Arbitrator(s) on any matter, whatsoever, relevant to dispute or difference referred to Arbitrator/s. Neither Party shall be limited in the proceedings before such Arbitrators to the evidence nor did arguments previously put before during settlement through Conciliation proceedings.
- 17.9.6** It is agreed by both the Parties that in the cases where Arbitral Tribunal consist of Sole Arbitrator, their disputes shall be resolved by fast track procedure specified in sub-section (3) of 29B of the Arbitration and Conciliation (Amendment) Act, 2019 or as amended up to date.
- 17.9.7** If the Contractor(s) does/do not prefer his/their specific and final claims in writing, within a period of 90 days of receiving the intimation from the Employer/Engineer that the final bill is ready for signature of the Contractor(s), he/they will be deemed to have waived his/their claim(s) and the Employer shall be discharged and released of all liabilities under the Contract in respect of these claims.
- 17.9.8** Arbitration proceedings shall be held at location specified in Particular Conditions of Contract and the language of the Arbitration proceedings and that of all documents and communications between the Parties shall be in English.
- 17.9.9** The Arbitral Tribunal should record day to day proceedings. The proceedings shall normally be conducted on the basis of documents and written statements. All Arbitration awards shall be in writing and shall state item wise, the sum and detailed reasons upon which it is based. Both the Parties should endeavor to adhere to time schedule for early finalization of Award.
- 17.9.10** The award of the Sole Arbitrator or the award by majority of three Arbitrators as the case may be shall be binding on all Parties. Any ruling on award shall be made by a majority of members of Tribunal.
- 17.9.11** A Party may apply for correction of any computational errors, any typographical or clerical errors or any other error of similar nature occurring in the award of a Tribunal and interpretation of specific point of award to Tribunal within 30 days of the receipt of award.
- 17.9.12** A Party may apply to Tribunal within 30 days of receipt of award to make an additional award as to claims presented in the Arbitral proceedings but omitted from the Arbitral award.

#### **17.10 Interest on Arbitration Award**

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

#### **17.11 Cost of Conciliation/ Arbitration**

The fees and other charges of the Conciliator / Arbitrators shall be as per the scales fixed by the Employer from time to time irrespective of the fact whether the Arbitrator(s) is/are appointed by the Employer or by the Court of law unless specifically directed by Hon'ble



Court otherwise on the matter, and shall be shared equally by the Employer and the Contractor. However, the expenses incurred by each Party in connection with the preparation, presentation will be borne by itself.

#### **17.12 Jurisdiction of Courts**

Where recourse to a Court is to be made in respect of any matter, dispute, issue arising out of or under the Contract or connected with the Contract the Appropriate court as mentioned in Particulars Condition of Contract shall have the exclusive jurisdiction to try all disputes issues, dispute arising out of or under the Contract or connected with the Contract between the Parties.

#### **17.13 Suspension of Work on Account of Arbitration**

The reference to Conciliation / Arbitration shall proceed notwithstanding that the Works shall not then be or be alleged to be complete, provided always that the obligations of the Employer, Engineer and the Contractor shall not be altered by reasons of Arbitration being conducted during the progress of the Works. Neither Party shall be entitled to suspend the Work or part of the Work to which the dispute relates on account of Arbitration and payments to the Contractor shall continue to be made in terms of the Contract.

### **18 Service of Notices**

#### **18.1 Notice to Contractor**

- a) All notices shall be served by Speed or Registered post or by hand to the Contractor or his authorized Representatives. In case of notices delivered by post. they will be deemed to have been delivered after 7 days of dispatch.
- b) The Contractor shall, on award of the Contract, furnish to the Engineer, the name, designation, address and telephone, telex and telefax numbers and e-mail address of his representative referred to in Clause 4.3.

#### **18.2 Notice to Employer and Engineer**

All notices to the Employer or Engineer shall be served by Speed or Registered post or by delivering by hand to the address nominated for the purpose.

#### **18.3 Change of Address**

Parties to the Contract may change their address with the consent from the Employer. This change will be valid only when notified by the Employer to all concerned.



**PARTICULAR CONDITIONS OF CONTRACT (PCC)**



## Particular Conditions of Contract (PCC)

- 1 **Sub-Clause 1.4** **Contract Agreement** - The Form of Contract Agreement shall be in the format given in Form: CON-1 to these Particular Conditions of Contract
- 2 **Sub-Clause 4.2.1** **Shall be replaced with the following**
- Within 30 days from date of issue of the Letter of Acceptance, the successful Tenderer shall furnish Performance Security, for an amount of three percent (3%) of the Accepted Contract Amount in types and proportions of currencies in which the Contract Price is payable either in the form of a Bank Draft, FDR or in the form of Bank Guarantee from a branch in India of a scheduled foreign bank or from a scheduled commercial bank in India (but excluding Cooperative Banks) acceptable to the Employer. The Extension of time for submission of Performance Security beyond 30 (Thirty) days up to 60 days from date of issue of LOA may be given by the Authority who is competent to sign the Contract Agreement. However, a Penal interest of 15% per annum shall be charged for the entire period i.e. from the date of issue of LOA to the date of submission of Performance Security. In case the Contractor fails to submit the requisite Performance Security within 60 days from the date of issue of LOA, the Contract shall be annulled duly forfeiting Tender Security and other dues, if any payable against the Contract. The failed Contractor shall be debarred not only from participating in re-tender for that work but also in any other tender of NHSRCL for a period of one year from date of issue of LOA. The approved form provided in the "Instructions to Tenderers" shall be used for Bank Guarantee.
- Performance Security, if the same is in the form of Bank Guarantee/FDR, it shall be valid up to 60 days beyond the Defect Liability Period.
- In case, if Contract is terminated due to Contractor's default in terms of GCC Clause 13.2, the full Performance Security amount shall be forfeited. Shortfall amount, if any, shall be recovered by the Employer from monies due to the Contractor under the Contract including, without limitation, and the Employer shall have the power to recover any balance from monies due to the Contractor under any other Contract between the Employer and the Contractor.
- In case the Contract value exceeds beyond 25% of the Accepted Contract Amount, the Contractor shall have to submit additional Performance Security as follows:
- a) If variation amount on plus side exceeds 25% of the Accepted Contract Amount either due to Employer's variation or due to Contractor's variation, the Contractor shall submit additional performance security equal to an amount of 3% of the variation amount exceeding the Accepted Contract Amount.
- 3 **Sub-Clause 4.2.4** **Guarantees, Warranties and Undertakings**
- The forms of Contractor warranty shall be in the format given in the Form: CON-3 of these Particular Conditions of Contract.
- 4 **Sub-Clause 4.5** **Sub-contractors**
- Not applicable for this tender, accordingly, this clause shall be treated as deleted.
- 5 **Sub-Clause 4.6** **Assignment of Contractor's and Sub- Contractor's Obligations**
- Not applicable for this tender, accordingly, this clause shall be treated as deleted.





- 6 **Sub-Clause 4.8** **Setting Out**  
Not applicable for this tender, accordingly, this clause shall be treated as deleted.
- 7 **Sub-Clause 4.9** **Site Data**  
Not applicable for this tender, accordingly, this clause shall be treated as deleted.
- 8 **Sub-Clause 4.11** **Access Route**  
Not applicable for this tender, accordingly, this clause shall be treated as deleted.
- 9 **Sub-Clause 4.12** **Rights of Way and Facilities**  
Not applicable for this tender, accordingly, this clause shall be treated as deleted.
- 10 **Sub-Clause 4.13** **Programmes**  
Not applicable for this tender, accordingly, this clause shall be treated as deleted.
- 11 **Sub-Clause 4.14** **Progress Reports**  
Not applicable for this tender, accordingly, this clause shall be treated as deleted.
- 12 **Sub-Clause 4.15.4** **Contractor's Equipment**  
Not applicable for this tender, accordingly, this clause shall be treated as deleted.
- 13 **Sub-Clause 4.18** **Shall be replaced with the following**  
Employer/NHSRCL will provide electricity and water required for the successful execution of scope of work.
- 14 **Sub-Clause 4.20** **Employer's Materials & Excavated Materials**  
Not applicable for this tender, accordingly, this clause shall be treated as deleted.
- 15 **Sub-Clause 4.25** **Access Road and Way Leaves**  
Not applicable for this tender, accordingly, this clause shall be treated as deleted.
- 16 **Sub-Clause 4.29** **Discoveries**  
Not applicable for this tender, accordingly, this clause shall be treated as deleted.
- 17 **Sub-Clause 4.32** **Use of Explosives**  
Not applicable for this tender, accordingly, this clause shall be treated as deleted.
- 18 **Clause 5** **Design**  
Not applicable for this tender, accordingly, this clause shall be treated as deleted.

- 19 **Clause 7** **Quality Control**  
Not applicable for this tender, accordingly, this clause shall be treated as deleted.
- 20 **Sub-Clause 8.5** **Replace GCC Cl. 8.5 as Under:**  
Time is the essence of the Contract. **Appendix-1 to the Form of Tender** shall include in respect of the Works and in respect of any Stage, a percentage of the total Contract Price which will be recoverable from the Contractor as Liquidated Damages for delay in completion of the Works or in achievement of a stage by a particular Key Date. The total amount of Liquidated Damages in respect of the Works in all stages shall, however, not exceed the limit of Liquidated Damages stated in the **Appendix-1 to the Form of Tender**. The aforesaid Liquidated Damages do not, however, include the sums payable by the Employer to Designated Contractors on account of delay caused by the Contractor to Designated Contractors. Such sums shall be recoverable from the Contractor in addition to any Liquidated Damages payable under this clause, the total ceiling limit of which is 10% of the Contract Price including Liquidated Damages levied under the provision of **Appendix-1 to the Form of Tender**.
- 21 **Sub-Clause 8.6** **Rate of Progress**  
Not applicable for this tender, accordingly, this clause shall be treated as deleted.
- 22 **Clause 9** **Employer's Taking Over**  
Not applicable for this tender, accordingly, this clause shall be treated as deleted.
- 23 **Clause 10** **Defects Liability**  
Not applicable for this tender, accordingly, this clause shall be treated as deleted.
- 24 **Sub Clause 11.1.3** **Adjustments for Changes in Cost**  
Not applicable for this tender, accordingly, this clause shall be treated as deleted.
- 25 **Sub-Clause 11.2** **Advances**  
Advances of any nature are not payable under this tender; accordingly, these clauses shall be treated as deleted.
- 26 **Sub-Clause 11.3** **Provisional Payment Against Material at Site**  
No Provisional payments are applicable under this tender; accordingly, this clause shall be treated as deleted.
- 27 **Sub-Clause 11.4** **Application for Interim Payment Certificates**  
Not applicable for this tender, accordingly, this clause shall be treated as deleted.
- 28 **Sub-Clause 11.5** **Issue of Interim Payment Certificate**  
Not applicable for this tender, accordingly, this clause shall be treated as deleted.
- 29 **Sub-Clause 11.6** **Payment- Interim and Final**  
Not applicable for this tender, accordingly, this clause shall be treated as deleted.
- 30 **Clause 15** **Insurance**



Not applicable for this tender, accordingly, this clause shall be treated as deleted.

**31 Sub-Clause 17.9.8 Place of Arbitration shall be Vadodara**

**32 Sub-Clause 17.12 Jurisdiction of Court**

The courts at Gujarat alone shall have the jurisdiction.



**ANNEX TO THE PARTICULAR CONDITIONS -  
CONTRACT FORMS**



**CON 1****FORMAT FOR 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) Pre and post bid proceeds
  - (d) Form of Tender
  - (e) Bill of Quantities/Payment Schedule
  - (f) NIT
  - (g) ITT
  - (h) Employer's Requirement
  - (i) The Outline Design Specifications (Design Criteria) and Outline Construction Specifications; or any other specification
  - (j) Drawings
  - (k) Particular Conditions of Contract (PCC)
  - (l) General Conditions of Contract (GCC)
  - (m) Contactor's Proposal and
  - (n) Any Other Relevant Standards/Codes/Documents

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.
5. The Courts at ----- *[ name specify the place of court]* shall have the exclusive jurisdiction to try all disputes arising out of this agreement between the parties.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of *[country as per GCC 1.3]* 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 \_\_\_\_\_



CON 2

**LETTER OF ACCEPTANCE***[On the letterhead paper of the Employer]**[Insert date]*To: *[Insert name and address of the Contractor]***Sub: Name of Work -----**

Ref:

1. NIT No. -----dated -----
2. Tender Document No. ----- including all Addendums
3. Tender/ Bid opened on -----
4. Financial Bid opened on -----
5. Post Bid Discussions dated --
- 6.

Dear Sir,

With reference to above this is to notify you that your Tender/Bid dated ----- *[insert date]* as modified vide *post bid discussions*----- for execution of the ----- *[insert name of the Contract and identification number]* for the Accepted Contract Amount of the equivalent of ----- *[insert amount in words and figures]* *[insert name of currency]*, as corrected and modified in accordance with the Instructions to Tenderers, is hereby accepted by the Employer.

The scope of work, accepted rates and terms and conditions applicable to this Letter of Acceptance are as under:

1. Scope of Work  
-----
2. Accepted rates and payment schedule  
-----
3. -----

You are requested to furnish the Performance Security within 30 days in accordance with the Conditions of Contract, using for that purpose one of the Performance Security Forms included in Annexure to ITT.

Authorized Signature:

Name and Title of Signatory: \_\_\_\_\_

Name of Employer: \_\_\_\_\_

Seal of Company



**CONTRACTOR'S WARRANTY**

**(Refer clause 3 of PCC and Sub-Clause 4.2.4 of GCC)**  
**(to be incorporated as per requirement)**

**THIS AGREEMENT** is made on the ..... day of..... between:

- (1) [.....] of [.....] [and [see Note 1]]  
 ([Jointly] "the Contractor")
- (2) National High Speed Rail Corporation Limited whose registered office is at -----  
 (together with its successors and assigns, "the Employer").

**WHEREAS**

- (A) By a contract\_\_ \_ dated [ ] ("the Contract") made between (1) the National High Speed Rail Corporation Limited ("the Employer") and (2) the Contractor, the Contractor has agreed to design, execute, complete, test and commission (including Integrated Testing and Commissioning) and remedy any defect in the Works upon the terms and conditions contained in the Contract.
- (B) [See Note 3].
- (C) At the request of the Employer and pursuant to the terms of the Contract the Contractor has agreed to enter into this Warranty.

**NOW IT IS AGREED AS FOLLOWS:**

1. The Contractor hereby warrants and undertakes that:
  - (a) He will design, execute, complete, test and commission (including Integrated Testing and Commissioning) and remedy any defect in the Works in accordance with the terms of the Contract; and
  - (b) he owes a duty of care to the Employer in relation to the performance of its duties under the Contract; and
  - (c) he will replace free of cost to the Employer any defect or failure of equipment provided in the Works for a period of\_\_ (as specified) months from the date of Taking Over of the last Section of the Works; and
  - (d) he agrees that should any design modification be required to any section or component due to any defect, the period of \_\_ \_ (as specified) months shall re-commence from the date when the modified part is commissioned into service, and such modification shall be carried out free of cost to the Employer in all sub-systems and systems for all sections; and
  - (e) he shall maintain the manufacture or spare of replacement parts for at least **10 years**.
2. The liability of [the companies comprising [see Note 3] the Contractor under this Warranty [shall be joint and several and [see Note 3] shall not be released, diminished or in any way affected by any independent inquiry or investigation into the Works or any matter related to the Contract whether carried out by or on behalf of the Employer or any liability or right of action which may arise out of such inquiry or investigation.
3. Insofar as the copyright or other intellectual property rights in any plans, calculations, drawings, documents, materials, plant, know-how and other information relating to the Works shall be vested in the Contractor, the Contractor grants to the Employer his successors and assigns a royalty free, non-exclusive and irrevocable licence (carrying the right to grant sub- licences) to use and reproduce any of the works designs or inventions incorporated and referred to in such documents or materials and any such know-how and information for all purposes relating to the Works including without





limitation the design, execute, complete, test and commission (including Integrated Testing and Commissioning) reinstatement, extension and the remedy of any defect in the Works. To the extent that beneficial ownership of any such copyright or other intellectual property rights is vested in anyone other than the Contractor, the Contractor shall use best endeavours to procure that the beneficial owner thereof shall grant a like licence to the Employer. For the avoidance of doubt, any such licence granted shall not be determined if the Contractor shall for any reason cease to be employed in connection with the Works.

4. The provisions of this Warranty shall be without prejudice to and shall not be deemed or construed so as to limit or exclude any rights or remedies which the Employer may have against the Contractor, whether in tort or otherwise.
5. Nothing contained in this Warranty shall vary or affect the Contractor's rights and obligations under the Contract.
6. The address for service of all documents arising out of or in connection with this Warranty shall be:-
  - (a) upon the Employer at [ ] India. [Note 4]
  - (b) upon the Contractor at [ ] India. [Note 4]
7. The Employer and the Contractor may change their respective nominated addresses to another address in India but only by prior written notice to each other. All notices must be in writing.
8. This Warranty shall be governed by and construed according to the laws for the time being in force in India.
9.
  - (1) Any dispute or difference of any kind whatsoever between the Employer and the Contractor arising under out of or in connection with this Warranty shall be referred to arbitration in accordance with the Conciliation and Arbitration rules set out in the General Conditions of Contract. "Dispute" as defined in the Contract shall be deemed to include any such dispute or difference between the Employer and Contractor.
  - (2) In the event that the Employer is of the opinion that the issues in such a dispute or difference will or may touch upon or concern a dispute or difference arising under out of or in connection with the Contract ("the Contract Dispute") then provided that an arbitrator has not already been appointed pursuant to Clause -- -, the Employer may by notice in writing to the Contractor require and the Contractor shall be deemed to have consented to the referral of such dispute or difference to the arbitrator to whom the Contract Dispute has been or will be referred.
  - (3) Save as expressly otherwise provided, the arbitrator shall have full power to open up, review and revise any decision, opinion, instruction, notice, order, direction, withholding of approval or consent, determination, certificate, statement of objections relating to the dispute.
  - (4) Subject to the foregoing provisions of this clause 9, the Employer and the Contractor shall submit to the jurisdiction of the Courts of India at ----- **[Specify location].**

**IN WITNESS** whereof, this Warranty has been executed as a deed on the date written at the head hereof.

THE COMMON SEAL of

[.....]

was affixed hereto in the presence of:-

Notes (for preparation of and not inclusion in the engrossment of this Warranty)

- (1) If the Contractor comprises more than one company, each such company shall be a party and liability under this warranty will be joint and several, with consequential grammatical changes.



- (2) If Note 1 applies, that fact and the joint venture or other relevant agreement must be recited.
- (3) Delete if Note 1 does not apply.
- (4) The address for service shall be in India.





## **National High Speed Rail Corporation Limited (NHSRCL)**

### **VOLUME - 3**

## **Employer's Requirement (General, Functional & Construction)**

**September 2022**

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



**EMPLOYER'S REQUIREMENTS****A. SCOPE OF WORK**

**Name of work:** - Providing services of photocopy, printing, binding of reports and allied work for office of Chief Project Manager / Vadodara, National High Speed Rail Corporation Limited project office, 3rd Floor, Productivity House, Productivity Road, Alkapuri, Vadodara.

**1. The Brief scope of work:**

- 1.1.** The work consists of printing/photocopy of various document on A4/A3 good quality white paper having minimum 70 gsm in laser colour, black and white printer
- 1.2.** Spiral binding of A4/A3 size document along with all consumables.
- 1.3.** The contractor has to provide one multifunctional heavy duty laser colour printer, one multifunctional heavy duty laser B & W printer, Two numbers A4 size monochrome printer (which can print, scan & photocopy, new touch based model) along with one operator, all consumables such as paper, ink, cartridges etc in NHSRCL office at Vadodara for the work.
- 1.4.** Contractor had to deploy one operator for full time (containing the full bio data of the operator with photograph) at this office for purpose of operation of printing/scanning/photocopy/spiral binding. The operator of contractor shall maintain the log book for number of printing /photocopy on various size paper/tracing paper as mentioned in bill of quantities and the payment to contractor shall be done based on log book duly signed by operator and various NHSRCL officials.
- 1.5.** The operator of contractor shall have to take the signature of NHSRCL official duly entering the detail of printing/photocopy.
- 1.6.** The billing shall be done generally on monthly basis or as directed by Engineer In - Charge.
- 1.7.** All the cost of printers, operator, consumable for printing/photocopy/spiral binding etc are inclusive in the rate of Bill of quantities and nothing will be paid extra.
- 1.8.** The operator of the contractor should possess sound health and be free from any disease especially contagious and frequently recurring diseases and he should preferable wear neat and clean clothes. The contractor shall further responsible for proper discipline for the Operator engaged by him besides observing other obligations. No child operator shall be permitted. The contractor shall also be responsible to pay all the dues of employee as well as statutory dues applicable under Labour laws. In the event of any violation of any contractual or statutory obligations regarding labour (Operator), the contractor shall be responsible.
- 1.9.** In case of absent of operator from office an alternative arrangement is to be done by the contractor immediately otherwise penalty will be charged.

- 1.10.** All resources, including human, machinery and material resources, will be the sole responsibility of the contractor. All consumable items are to be provided by the contractor as per requirement of NHSRCL within 06 hours at the NHSRCL Office, 3rd floor, Productivity House, Productivity Road, Alkapuri, Vadodara – 390007
- 1.11.** Space for the installation of printers, Water and Electricity will be provided by NHSRCL office at the free of cost during contract period.
- 1.12.** The rates quoted by the contractor shall be inclusive of costs and charges payable to any authority as per laws of Gujarat. The contractor must ensure its services to NHSRCL lawful in all respects and shall not under any circumstances put NHSRCL (National High Speed Rail Corporation Limited) in any position where NHSRCL is in breach of any laws, regulations, or directions of any authority including (but not limited to) laws, regulations or directions dealing with health, safety, timely payment of wages, Minimum wages and provision of contract technical staff etc.
- 1.13.** The contractor shall indemnify the employer of all legal obligations of its services provided under this agreement to the Employer. The contractor shall and does hereby indemnify and hold harmless the Employee from any loss, liability, damages or expenses from or in connection with any claim.
- 1.14.** The successful tenderer shall perform the services with the highest standards of professional and ethical competence and integrity. The contractor shall promptly replace any employee assigned under this contract that the employer considers unsatisfactory. The contractor shall be solely responsible for the maintenance of equipment, software databases, programming etc. and the employer shall not be liable to interact with any of the partners /collaborators or sub-contractors of the contractor.
- 1.15.** The rates are inclusive of all equipments, transport, labour, taxes, royalties, levies, GST etc, all complete.
- 1.16.** The Contractor shall execute the work with the utmost care and by taking all necessary safety precautions
- 1.17.** The Contractor shall provide the Materials, Machinery, Tools and all Contractor's Personnel, Goods, consumables and other things and services.
- 1.18.** It is deemed that the Contractor has inspected the proposed site of work and acquaint/ themselves with the site conditions, working hours etc. and all relevant items connected with the execution of work. No claim shall be entertained for the contractor(s) making his/their own arrangements.

## **2. Technical Specifications for Printer and Paper**

The bidder shall deploy the printers having minimum specifications as detailed hereunder:

### **2.1. Specifications for Monochrome A-3 & A-4 Size Heavy Duty Multifunction Copier + Printer + Scanner.**

1	Print Technology: Laser B/W
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2	Printer interface: Ethernet (10BASE-T/100BASE-TX/1000BASE-T), USB 1.1/USB 2.0
3	Print Resolution: 1,800 dpi (equivalent) x 600 dpi
4	Copy/print speed A4 mono (cpm): Min 35 ppm
5	Copy/print speed A3 mono (cpm): Min 18 ppm
6	1 <sup>st</sup> Copy/print time mono (sec): less than 8 Sec.
7	Warm-up time (sec): less than 30 sec.
8	Scanning resolution (dpi): 200 dpi, 400 dpi & 600 dpi
9	Scanning Speed (Colour/B&W) (300 dpi, A4, Simplex): Min 45 opm
10	Scanning Size: A3 & Below
11	Duplex printing: Yes
12	Paper to be provided by Agencies/firms.
13	Scanning facility to be provided on complementary basis.

**2.2. Specifications for For Color A-3 & A-4 Size Heavy Duty Multifunction Copier + Printer + Scanner.**

1	Print Technology: Laser Color
2	Printer interface: Ethernet (10BASE-T/100BASE-TX/1000BASE-T), USB 1.1/USB 2.0
3	Print Resolution: 1,800 dpi (equivalent) x 600 dpi
4	Copy/print speed A4 mono (cpm): Min 25 ppm
5	Copy/print speed A4 colour (cpm): Min 25 ppm
6	Copy/print speed A3 mono (cpm): Min 15 ppm
7	Copy/print speed A3 colour (cpm): Min 15 ppm
8	1 <sup>st</sup> Copy/print time mono (sec): less than 8 Sec.
9	1 <sup>st</sup> Copy/print time colour (sec): less than 10 Sec.
10	Warm-up time (sec): less than 30 sec.
11	Scanning resolution (dpi): 200 dpi, 400 dpi & 600 dpi
12	Scanning Speed (Colour/B&W) (300 dpi, A4, Simplex): Min 45 opm
13	Scanning Size: A3 & Below
14	Paper to be provided by Agencies/firms.
15	Scanner to be provided on complementary basis.

**2.3. Specifications for For Monochrome A-4 Size Duplex Copier + Printer + Scanner.**

1	Print Technology: Laser B/W
2	Printer interface: Ethernet (10BASE-T/100BASE-TX/1000BASE-T), USB 1.1/USB 2.0
3	Print Resolution: 1,800 dpi (equivalent) x 600 dpi
4	Copy/print speed A4 mono (cpm): Min 25 ppm
5	1 <sup>st</sup> Copy/print time mono (sec): less than 10 Sec.
6	Warm-up time (sec): less than 30 sec.
7	Scanning resolution (dpi): 200 dpi, 400 dpi & 600 dpi
8	Scanning Speed (Colour/B&W) (300 dpi, A4, Simplex): Min 45 opm
9	Scanning Size: A4
10	Paper to be provided by Agencies/firms.
11	Scanning facility to be provided on complementary basis.

**2.4. Specifications for Paper Specifications.**

1	Quality of A4 & A3 paper shall be at least of 70GSM or better.
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- 2.5. If NHSRCL finds unsatisfactory performance with any of the staff deployed by the Contractor, then necessary action shall be taken immediately by the Contractor for replacement of the staff within fifteen (15) days of such request by NHSRCL.

**3. Transportation:**

- 3.1. Contractor shall make arrangement for transportation of their staff & material all. Cost of the same shall be included in the rates

**4. Penalty of poor performances****4.1. Following penalties shall be levied by NHSRCL**

- On failure in providing solution to any breakdown occur to black & white printers and colour Printer. Penalty @Rs. 500/- per day per instance.
- On absent of Operator. Penalty @ Rs.300/- per day per instance
- Failure in providing consumables on and in time. Penalty Rs. 500/- per instance

**5. NHSRCL's Role & responsibilities**

- 5.1. Electric facility and space for working will be provided by NHSRCL.
- 5.2. Payment for the materials issued and work done at NHSRCL, Project office, Vadodara will be arranged on completion of the month and on receipt of bills to this office.

**6. Payment Terms:**

- 6.1. Workers payment of wages, all allowances and benefits, leave entitlement, EPF Contributions, insurance (as applicable) etc., shall be the Contractors' responsibility as per the Acts prevailing in India and Local Authority.
- 6.2. Payment for the materials issued and work done at NHSRCL, Project office, Vadodara will be arranged on completion of the month and on receipt of bills to this office.
- 6.3. Payment shall be released to Contractor on completion of work in all respect.
- 6.4. All quantities shall be expressed in units as defined in "Bill of Quantities"
- 6.5. All payment to the Contractor shall be made through RTGS / A/c payee cheque. For the purpose of RTGS Contractor has to provide his A/c Number, name of Bank, IFSC code of Bank and Address of bank etc.

**7. Terms & Conditions**

- 7.1. The **New Photocopier Machines** to be supplied by the Agencies/firms should be digital only and should be of reputed make.

- 7.2. The present required Photocopier services are 04 in QTY (including two heavy duty). The services may increase or decreases as per requirement at the sole discretion of NHSRCL at any time during the contract period.
- 7.3. **One Printer Operator shall be provided by Agencies/firms to handle all the machines installed at site.**
- 7.4. The above charges will be inclusive of free replacement of all defective spare parts, consumables, papers and maintenance of the photocopier except power & space during the entire contract period.
- 7.5. The successful firm has to submit the original invoices of all photocopier machines to be installed to ensure the manufacturing / purchase of the photocopier machines.







## **National High Speed Rail Corporation Limited (NHSRCL)**

### **VOLUME - 4**

### **OUTLINE CONSTRUCTION SPECIFICATIONS**

**<Not Applicable>**

### **National High Speed Rail Corporation Limited (NHSRCL)**

3rd Floor, Productivity House, Productivity Road,  
Alkapuri, Vadodara – 390007.

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**NATIONAL HIGH SPEED RAIL CORPORATION LIMITED**

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

**VOLUME - 5  
TENDER DRAWINGS  
<Not Applicable>**

**NATIONAL HIGH SPEED RAIL CORPORATION LTD.**

3rd Floor, Productivity House, Productivity Road,  
Alkapuri, Vadodara – 390007





**NATIONAL HIGH SPEED RAIL CORPORATION LIMITED**

**Providing services of photocopy, printing, binding of reports and allied work for office of Chief Project Manager / Vadodara, National High Speed Rail Corporation Limited project office, 3rd Floor, Productivity House, Productivity Road, Alkapuri, Vadodara.**

**CONTRACT PACKAGE NO: NHSRCL/BRC/2022/18**

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

**VOLUME 6**

**BILL OF QUANTITIES**

**(E-tendering)**

(To be submitted in a separate sealed Envelope clearly marked "FINANCIAL PACKAGE")

**NATIONAL HIGH SPEED RAIL CORPORATION LTD.**

3rd Floor, Productivity House, Productivity Road,  
Alkapuri, Vadodara – 390007.



## Letter of Financial Bid

Date: -----

Notice Inviting Tender No.: NHSRCL/BRC/2022/18

To: Chief Project Manager  
3rd Floor, Productivity House,  
Productivity Road,  
Alkapuri, Vadodara – 390007  
Email id: - [cpmbrc@nhsrcl.in](mailto:cpmbrc@nhsrcl.in)

We, the undersigned, declare that:

- (a) We have examined and have no reservations to the Tender Document, including all Addenda issued in accordance with Instructions to Bidders (ITB B4). We accordingly offer to design, execute and complete the works and remedy any defects therein so that they are fit for the purpose defined in the Contract and on conformity with the terms and conditions contained in the contract.
- (b) We offer to execute in conformity with the Tender Document and Technical Bid submitted for the following Works:
- Providing services of photocopy, printing, binding of reports and allied work for office of Chief Project Manager / Vadodara, National High Speed Rail Corporation Limited project office, 3rd Floor, Productivity House, Productivity Road, Alkapuri, Vadodara.;
- (c) The total price of our Tender/bid, excluding any discounts offered in item (d) below is:  
----- *[insert the total price of the Tender in words and figures, indicating the various amounts and the respective currencies];*
- (d) The discounts offered and the methodology for their application are:  
The discounts offered are: ----- *[specify in detail each discount offered]*  
The exact method of calculations to determine the net price after application of discounts is shown below: *[specify in detail the method that shall be used to apply the discounts];*
- (e) Our bid shall be valid for a period of 90 days from the date fixed for the bid submission deadline in accordance with the Tender Document, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- (f) If our bid is accepted, we commit to obtain a performance security in accordance with the Tender Document;
- (g) We understand that this bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal contract is prepared and executed; and
- (h) We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive.

Seal and Signature of the Tenderer's Authorized Signatory:

Name of the Tenderer\*: ----- *[insert complete name of Bidder Submitting the Bid].*

Name of the person duly authorized to sign the Tender/ Bid on behalf of the Bidder\*\* -----  
*[insert complete name of person duly authorized to sign the Bid].*

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

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

\*In the case of the Tender/Bid submitted by Joint Venture (JV)/Consortium specify the name of the JV/Consortium as Tenderer.



\*\* Person signing the Bid shall have the power of attorney given by the Bidder to be attached with the Tender/Bid.



**BILL OF QUANTITIES****PREAMBLE**

1. The Bill of Quantities shall be read in conjunction with instructions to tenderers, General and Particular Conditions of Contract, Notice Inviting Tenders, Outline Construction Specifications, Outline Design Specifications, All Employers' Requirements including appendices etc.
2. **Schedule 'A'** of Bill of Quantities comprises of items for the printing/scanning/photocopy/spiral binding related work. The tenderer has to quote a percentage (above/below/at par) against Schedule 'A'.
3. The rates and prices to be tendered in the Unit Priced Bill of Quantities of various Schedules are for completed works and complete in all respect.
4. Tree cutting/transplantation items shall be carried out with prior approval of forest authorities.
5. It will be deemed to include cost of all plants, labour, supervision, materials, scaffolding for masonry work & any work etc., G.I. binding wire, all lead & lifts, carriage, transport, all temporary works, erection, maintenance, utility identification, survey, all other works mentioned in all Employer's Requirements including appendices, Conditions of Contract on Safety & Health and Environment, contractor's profit and establishment/overheads, together with preparation of design and drawings, all general risks, insurance liabilities, compliance of labour laws and obligations set out or implied in the contract. For taxes and duties, refer clause 11.1.1 of General Condition of Contract and C2.6 of ITT. If the tenderer fails to quote percentage above/below/at par rates against any schedule, the tender will be treated as incomplete and non-responsive and shall be rejected.
6. In case of any discrepancy between the figures and words, the amount in figures shall be treated as sacrosanct.
7. The payment under the Payment Schedule will cover all work specified in the scope of work. The Schedule of Payment will not get modified due to alterations of any type so far as the modifications/alterations are within the scope of work.
8. The Contractor may raise their application for Interim payments on monthly basis as per the status of work on the last day of the respective month.



**BILL OF QUANTITIES (BOQ)**

**Name of Work:** Providing services of photocopy, printing, binding of reports and allied work for office of Chief Project Manager / Vadodara, National High Speed Rail Corporation Limited project office, 3rd Floor, Productivity House, Productivity Road, Alkapuri, Vadodara.; Tender No: NHSRCL/BRC/2022/18

**Name of the Tenderer:** -----

**Summary**

(This template must not be modified by the Tenderer and the same should be uploaded after filling the relevant columns, else the Tenderer is liable to be rejected for this tender. Tenderers are allowed to enter the Tenderer Name and Values only)

Sl. No.	Item Description	TOTAL AMOUNT in figures Rs.	TOTAL AMOUNT In Words (Rupees)
1	2		
1	<i>Schedule 'A': items for the printing/scanning/photocopy/spiral binding related work.</i>		
<b>Total Quoted Amount in Figures</b>			
<b>Total Quoted Amount in Words</b>			

Signature of Tenderer

\_\_\_\_\_

Name of Authorized person

\_\_\_\_\_

Seal of Company



**ITEM WISE BOQ**

**Name of Work:** Providing services of photocopy, printing, binding of reports and allied work for office of Chief Project Manager / Vadodara, National High Speed Rail Corporation Limited project office, 3rd Floor, Productivity House, Productivity Road, Alkapuri, Vadodara.; Tender No: NHSRCL/BRC/2022/18

**Name of the Tenderer:**-----

**PRICE SCHEDULE**

“(This BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevant columns, else the Tenderer is liable to be rejected for this tender. Tenderers are allowed to enter the Tenderer Name and Values only)”

Sr.	Item Description	Quantity	Unit	AMOUNT To be entered by the Tenderer	Total Amount in Words (Rupees)
				In Figures (Rs.)	
1	2	3	4	5	6
1	<i>Schedule 'A': items for the printing/scanning/photocopy/spiral binding related work.</i>	1.0	LS	<i>[carry forward to summary sheet]</i>	<i>[carry forward to summary sheet]</i>

Signature of Tenderer

\_\_\_\_\_

Name of Authorized person

\_\_\_\_\_

Seal of Company





## Annexure-1

**Name of Work:** Providing services of photocopy, printing, binding of reports and allied work for office of Chief Project Manager / Vadodara, National High Speed Rail Corporation Limited project office, 3rd Floor, Productivity House, Productivity Road, Alkapuri, Vadodara.; Tender No: NHSRCL/BRC/2022/18

**PRICE SCHEDULE A**

“(This BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevant columns, else the Tenderer is liable to be rejected for this tender. Tenderers are allowed to enter the Tenderer Name and Values only)”

Sr. No.	Item Descriptions	Estimated Amount INR	Above/ Below/ At Par (To be entered by the Tenderer)	Quoted Percent age in Figures (To be entered by the Tenderer)	TOTAL AMOUNT Including Quoted% in INR	TOTAL AMOUNT in Words
1	<b>Schedule 'A': items for the printing/scanning/ photocopy/spiral binding related work.</b>	<b>49,00,780.00</b>	Select (dropdown list)		----- carry forward to summary sheet	----- *carry forward to summary sheet

Sr. No.	NS Item	Description of Work	Rates per Unit	Unit	Total Quantity	Amount
1	NS/1	B&W photocopy / print out in A4 & A3 size. The cost of printer, all consumable materials, manpower, maintenance etc. all to be borne by the Contractor				
	i	A4 size Black & White Copy/Print	0.63	Nos.	35,00,000	22,05,000.00
	ii	A3 size Black & White Copy/Print	1.26	Nos.	1,93,000	2,43,180.00
2	NS/2	Colour photocopy / print out in A4 & A3 size. The cost of printer, all consumable materials, manpower, maintenance etc. all to be borne by the Contractor				
	i	A4 size Colour Copy/Print	4.90	Nos.	2,53,000	12,39,700.00



Sr. No.	NS Item	Description of Work	Rates per Unit	Unit	Total Quantity	Amount
	ii	A3 size Colour Copy/Print	9.80	Nos.	1,15,000	11,27,000.00
3	NS/3	Spiral Binding for A4 size. The cost of binding machine, all consumable materials, manpower, maintenance etc. all to be borne by the Contractor				
	i	Spiral Binding for A4 size upto 100 pages	18.00	Nos.	750	13,500.00
	ii	Spiral Binding for A4 size Beyond 101 pages	28.00	Nos.	1,250	35,000.00
4	NS/4	Spiral Binding for A3 size. The cost of binding machine, all consumable materials, manpower, maintenance etc. all to be borne by the Contractor				
	i	Spiral Binding for A3 size upto 100 pages	38.00	Nos.	450	17,100.00
	ii	Spiral Binding for A3 size Beyond 101 pages	58.00	Nos.	350	20,300.00
<b>Total Amount of Schedule-A</b>						<b>49,00,780.00</b>





# **National High Speed Rail Corporation Limited (NHSRCL)**

## **Volume 7**

**<DELETED>**

**NATIONAL HIGH SPEED RAIL CORPORATION LTD.**

3rd Floor, Productivity House, Productivity Road,  
Alkapuri, Vadodara – 390007.

