National High Speed Rail Corporation Limited (NHSRCL)
3rd Floor Productivity House Productivity Road, Alkapuri Vadodara 390007
Ph: (0265) - 2600000, Email: cpmbrc@nhsrcl.in

Tender for Auction of approx. 89 nos. Standing Trees

Auction for Cutting & Disposal of Standing Trees in Channi Villages of Vadodara district (on as and where basis) to facilitate Mumbai-Ahmedabad High Speed Railway (MAHSR) Project of NHSRCL.

Price: Rs. 5900/- (incl. GST@ 18%) **Tender No:** NHSRCL/BRC/2020/12

1.	Name of the contractor/ Company/ Person	:	
2.	Address for communication	:	
3.	Contact Details, Phone Number/Mobile No. & email id:	:	
4.	PAN & GST No.	:	

5.	**The offer Price for Standing Trees**	:	

S. No	**Village**	**No. of Trees**	**Building wood CM**	**Flammable wood QT.**	**Purchasing price of standing Trees coming in the alignment of MAHSR Project of NHSRCL (Channi village of Vadodara District)**
1	Channi	89	4.55	107	**In Figures** Rs. _____ **In words** Rupees _____ _____

Signature of NHSRCL

Signature of the Bidder

Dy. Chief Project Manager-Civil
उप मुख्य परियोजना प्रबंधक-सिविल
National High Speed Rail Corporation Ltd.
राष्ट्रीय उच्च गति रेल निगम लिमिटेड
वडोदरा / Vadodara

6. Details of the crossed Demand Drafts

S. No	Particulars	Name of the bank	Demand Draft No. & date	Amount of Demand Draft in Rupees

The purchase price shown in the tender form is quoted after reading & understanding the terms & conditions of the auction by me & is abiding to me.

Place:
Date:

Signature:
Name:

Signature of NHSRCL

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Annexure-A

Terms & conditions of the Auction of the standing trees.

1. The tender for the auction of standing Trees **(89 Nos approx.)** in the **Channi** Village of Vadodara district coming in the alignment of Mumbai Ahmedabad High Speed (MAHSR) Project of NHSRCL (Vadodara District) invited by Office of Chief Project Manager Vadodara, National High Speed Rail Corporation Limited, shall have to be downloaded from the website: www.nhsrcl.in & https://eprocure.gov.in/epublish/app **till 06.04.2020 up to 17:00 Hrs.**

2. The sealed tenders duly filled in shall be dropped in the tender box at the office of the Chief Project Manager (CPM) Vadodara, National High-Speed Rail Corporation Limited 3rd Floor Productivity House Productivity Road, Alkapuri Vadodara 390007 **by 07.04.2020 @ 11:00 Hrs**. The received tenders shall be opened on **the same day at 11:30 Hrs** in the office of CPM, Vadodara National High-Speed Rail Corporation Limited in the presence of the tenderers.

3. The authority letter for the tenderer or his authorized person who shall work & shall participate in the auction is mandatory. The true copy of the authority letter shall be submitted with the tender & the true copy of the PAN card with photograph for the identification of the tenderer (as approved by government) shall be enclosed with tender.

4. The total price for all standing Trees shall be quoted in the tender without which the tender shall not be considered.

5. The tenderer shall enclose the Earnest Money Deposit (EMD) amounting to Rs. 10,000/- (Rupees Ten Thousand) in the form of D.D. drawn on any national/ scheduled bank in favour of National High-Speed Rail Corporation Limited payable at New Delhi. No interest shall be payable on EMD amount. The tenders without EMD or amount less than stipulated EMD shall not be considered.

6. The signature on each & every page of the tender shall be made as consent of agreeing to all the terms & conditions of the tender for sale. The signee shall clearly show his status as owner of the company, authorized partner, representative, officer etc. No dispute regarding the terms & conditions shall be entrained.

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7. The tenderer shall clearly quote the purchase price (excluding taxes/ levies if any) in figures as well as in words.

8. The tenderer shall avoid any overwriting or corrections in the tender. The short signature shall be made at each & every corrections or over writing.

9. Tenders without signature, not duly filled in or not clear shall not be considered.

10. Conditional tenders, tenders not filled in the stipulated tender form, tenders received after stipulated date & time & tender not in accordance with the terms & conditions of the advertisement shall not be considered.

11. Tenderer can withdraw his tender till the stipulated date & time of the submission of the tender with prior approval of NHSRCL.

12. The tender submitted by a person or a firm convicted for the moral degradation or for any other offence, the person below age of 18 years, the person or firm black listed by any organization, NHSRCL or government shall be cancelled & the amount of EMD shall be forfeited.

13. The tenderer has to quote the single tender. If any tenderer has submitted more than one tender, the tender with highest price shall be considered.

14. The quantity for which the tender is published by the NHSRCL is estimated quantity & any discrepancy in the quantity shall be accepted by the bidder. It is presumed that the tenderer has quoted the price after inspecting the, quantity, quality of the standing trees on site. No changes in the tender once submitted shall be allowed & no complaint in this regard shall be entrained.

15. The quantity put to sale is approximate & is on as is & where is basis. The bidder shall not have any right to reject or select any part thereof.

16. NHSRCL reserves the right to cancel or change or make additions & alterations any part of the quantity as shown in tender.

17. The tenders received within the stipulated time & date shall be opened in the presence of the tenderers & the purchase prices for each shall be read over publicly.

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18. It shall be the sole right of the NHSRCL to reject all or any of the tenders, to accept the tender partly or to cancel the auction.

19. The Earnest Money of the unsuccessful tenderer(s) will be returned to the unsuccessful tender(s) within 21 days after the finalization of successful tender. And for the successful bidder, the same will be returned after the completion of work.

20. The required information like, name of owner of the firm, address, name & address of the partners of the firm, directors of the firm, name & address of the management, GST certificate, copy of Pan Card etc. shall be submitted along with the financial offer.

21. The signee shall clearly show his status as owner of the company, authorized partner of the partnership firm, authorized representative of the company, officer, manager of the company etc. with which has signed the tender mentioning the name & stamp of the company.

22. If, the highest offers as received are same from more than one bidder then the decision shall be made by the lottery system among the highest bidders by selecting the chits.

23. **(a)** The terms & conditions shall be abiding to the tenderer.
(b) In case of breach of any condition, the EMD shall be forfeited & NHSRCL shall terminate the Contract/ Agreement.

(c) Terms & conditions regarding the Cutting work of Standing Trees:

1. After the execution of the agreement, work includes cutting of standing trees, the horizontal cutting, trimming the standing trees, the trimming of the stem, arranging the wood in designated areas, dispatching the wood from the site. While dispatching the woods, the purchaser has to obtain the permission/ gate pass (if any) for the same by paying stipulated fess with Local Administration /Circle Forest officer/ Local forester.
2. Time period for the total work is 30 days from the date of full payment (i.e. 100% of full quoted amount)
3. The work shall be completed satisfactorily and site area should be cleaned completely within the Time period. The purchaser may extend the time limit with prior permission from the office of the Chief Project Manager NHSRCL Vadodara.

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4. The work like, cutting of Standing trees, the horizontal cutting, trimming the standing trees, the trimming of the stem, arranging the wood in stacks, dispatching the wood from the village area shall be done in such a manner that no breach of any government act is committed. The purchaser shall not carry out any activity which is prohibited in the Govt. act. In case of breach of any of the sections of act by the purchaser, the agreement shall be terminated and total deposited amount shall be forfeited.
5. The purchaser is supposed to work in such a manner that there is no breach of any act and NHSRCL has not to make any unnecessary expenditure. If any damage is done by the purchaser, he is liable to pay the compensation estimated by the NHSRCL.
6. **Other Conditions:**
   In case the purchaser fails to follow any or all of the terms & conditions of the tender, his EMD & all other amount shall be forfeited & the resale of the cut/ standing trees on the site shall be made at the risk & cost of the purchaser.

24. The responsibility of the goods shall be of the purchaser from the date of approval of the sale. Any damage/ losses occurring fully or partly due to natural calamities like, flood, fire shall have to be borne by the purchaser. NHSRCL shall not be responsible in such cases.

25. The injury to the workmen or workman engaged for the work under this agreement shall be the sole responsibility of the purchaser & any compensation to be paid under labor act or any other act shall have to be paid by the purchaser. NHSRCL shall not be responsible for it. But in any case, NHSRCL has to pay any such compensation, it shall be recovered from the purchaser.

26. The purchaser has to obey all the rules of minimum wages act, PF, labor laws & allied laws & any penalty, compensation due to the breach of any of these rules shall have to be paid by the purchaser.

27. The conditions to pay the amount of the purchased standing Trees from the village area:

    1. The amount payable to the NHSRCL by the purchaser shall be paid by the crossed demand draft drawn on any nationalized/scheduled bank in favor of National High-Speed Rail Corporation Limited payable at New Delhi.

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2. The Highest eligible bidder will be informed about the selection through the email/ by post by issuing the Letter of Acceptance within 7 days from the date of opening of bid.
3. The purchaser has to pay 100% amount including all applicable taxes (if any) within 10 days from the date of opening of bid and before cutting of standing Trees.
4. Subsequently, the purchaser has to enter into an agreement as per the format on Rs. 300/- stamp paper after fulfilling the NHSRCL's requirement & payment conditions.
5. In case of failure to do this, the deposited amount shall be forfeited & procedure to cancel the auction shall be started & re auction shall be made.

Terms for the agreement & handing over of cleaned area after cutting of standing trees:

1. The purchaser has to enter into the agreement as per the format after fulfilling the NHSRCL requirement & payment conditions & The standing trees under auction shall have to be cut within 30 days from the date of full payment (i.e. 100% of full quoted amount). If purchaser fails to do the same, the Agreement shall be liable for cancellation & EMD & any other amount paid shall be forfeited.
2. After payment of the amount as above along with all taxes & entering into the agreement, the purchaser has to visit the complete village area for inspection of Standing trees through NHSRCL representatives.
3. The purchaser shall not be entitled to raise any objection for the losses due to natural & or any other reasons.
4. If any discrepancy regarding the meaning or implementation of the conditions arises, the decision of the NHSRCL Vadodara shall be final and binding.
5. Any claims under this sale shall be under the jurisdiction of the Vadodara court.

All above terms & conditions are agreed upon by me/us & I/we sign for it.

Place: Vadodara
Date:

Signature of the tenderer.

The tenderer has to sign on each page of this agreement.

Signature of NHSRCL

Signature of the Bidder

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