



Tender No.: NHSRCL/BRC/2019-20/27

Auction for Cutting & Disposal of Trees in Kheda district (on as and where basis) for Mumbai Ahmedabad High Speed Railway (MAHSR) Project of NHSRCL.

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



(A Joint Sector Company of Govt. of India
and Participating State Government)

***Auction for Cutting & Disposal of Trees in Kheda
district (on as and where basis) for Mumbai
Ahmedabad High Speed Railway (MAHSR) Project of
NHSRCL.***

Tender No.: NHSRCL/BRC/2019-20/27

TENDER DOCUMENT

(Top Sheet, Notice Inviting Tender, Instructions to Bidder, GCC, Technical bid
formats, Annexures, BOQ, Trees list)

2019-20

(Single stage Two packet system)


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

Signature of the Tenderer
उप परियोजना प्रबंधक
National High Speed Rail Corporation Ltd.
राष्ट्रीय उच्च गतिरेल निगम लिमिटेड
वडोदरा/Vadodara

Signature of the Tenderer

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Dy. Chief Project Manager
Signature of the NHSRCL

National High Speed Rail Corporation Ltd.
राष्ट्रीय उच्च गतिरेल निगम लिमिटेड
वडोदरा/Vadodara

Signature of the Tenderer



Tender No.: NHSRCL/BRC/2019-20/27

Auction for Cutting & Disposal of Trees in Kheda district (on as and where basis) for Mumbai Ahmedabad High Speed Railway (MAHSR) Project of NHSRCL.

Section-1: Notice Inviting Tender (NIT)

**Section-1
Notice Inviting Tender (NIT)**

Dy. Chief Project Manager

Signature of the NHSRCL

National High Speed Rail Corporation Ltd.

राष्ट्रीय उच्च गतिरेल निगम लिमिटेड


वडोदरा/Vadodara

Signature of the Tenderer

**Section-1
Notice Inviting Tender (NIT)**

Name of work	Tender No. NHSRCL/BRC/2019-20/27 "Auction for Cutting & Disposal of Trees in Kheda district (on as and where basis) for Mumbai Ahmedabad High Speed Railway (MAHSR) Project of NHSRCL"
Place of Work	Kheda district, Gujarat. (from Ch. 442.452 to Ch. 482.468)
Earnest Money Deposit (EMD)	Rs. 52,749.00
Tender Fees	Rs. 5,900.00 (including 18 % GST)
Completion period	4 Months
Validity of offer	90 Days
Type of Tender	Open Tender
Bid Submission	Single stage Two packet system
Pre-Bid meeting	13.01.2020
Tender closing date & time	20.01.2020 @ 1500 hrs
Tender opening date & time	20.01.2020 @ 1530 hrs
Place of Pre-bid meeting, tender submission & opening of Tender	Office of Chief Project Manager, National High-Speed Rail Corporation Ltd, 3 rd floor, Productivity House, Productivity Road, Alkapuri, Vadodara-390007


1. National High Speed Rail Corporation Limited invites tender for "Auction for Cutting & Disposal of Trees in Kheda district (on as and where basis) for Mumbai Ahmedabad High Speed Railway (MAHSR) Project of NHSRCL".
2. The detailed information, terms and conditions for the tender are available on request from Office of Chief Project Manager, National High-Speed Rail Corporation Ltd, 3rd floor, Productivity House, Productivity Road, Alkapuri, Vadodara-390007.
3. Sealed tender offers as per the Single stage Two packet system should reach office of Chief Project Manager, National High Speed Rail Corporation Ltd, 3rd floor, Productivity House, Productivity Road, Alkapuri, Vadodara-390007 latest by tender closing date and time mentioned in the above table and will be opened on the same day at 3.30 PM (15:30 hrs). The sealed envelopes containing tender offers may be dropped in the Tender Box at above mentioned address by the due date and time. No tender will be accepted under any circumstances beyond the


Dy. Chief Project Manager
Signature of the NHSRCL
National High Speed Rail Corporation Ltd.
राष्ट्रीय उच्च गतिरेल निगम लिमिटेड
वडोदरा/Vadodara

Signature of the Tenderer

Section-1: Notice Inviting Tender (NIT)

- stipulated date and time which may be noted. NHSRCL would not be responsible for any delay/ loss/ mis-delivery of tender documents.
4. Bids must be accompanied with Tender fees and Earnest money deposit mentioned in the above table (unless exempted).
 5. Interested eligible Bidders may obtain further information from office of:
Chief Project Manager,
National High Speed Rail Corporation Ltd (NHSRCL),
3rd floor, Productivity House,
Productivity Road,
Alkapuri, Vadodara-390007
Mobile: +91-7838437982
Mail: mgrcontract1.brc@nhsrcl.in
 6. The Bidding documents shall be available at the office of NHSRCL at the address as mentioned vide Para 5 above, during 11.00 hrs to 17.00 hrs on all working days from 30.12.2019 to 19.01.2020 an up to 12.00 hrs on 20.01.2020.
 7. Tender documents can be downloaded from "www.nhsrcl.in" & "<https://eprocure.gov.in/epublish/app>"
 8. A copy of Instructions to Bidders is attached with the bid documents.
 9. Interested eligible Bidder are invited to attend a Pre-Bid meeting to be held on 13.01.2019 at the address mentioned at para 5 above. Participation in this pre-Bid meeting is not mandatory.
 10. **Brief Scope of the work:**
 - 10.1. **Location of the works:** The work shall be executed in the villages of kheda district, Gujarat viz. Chaklasi (M), Bhumel, Uttarsanda, Gutal, Piplag, Dumral, Tundel, Davda, Dantali, Zarol, Degam, Gothaj, Haijarabad, Bavra, Iawa, Katakpura, Chhapra, Virol, Vadadla, Nenpur, Malataj, Kenij, Mahij.
 - 10.2. The scope of the work includes Cutting & Disposal of Trees in Kheda District for Mumbai Ahmedabad High Speed Railway (MAHSR) Project of NHSRCL.
 - 10.3. The scope of work includes the arrangement of deployment of machineries, deployment of experts and the trained officials for proper planning, supervision and execution of works, coordination with the forest officials and other government offices, all running maintenance & repair expenses, fuel, lubricants and any other consumables required from time to time for the machineries to be deployed and for the execution of works, all taxes, duties, incidental charges, penalties etc. as imposed by Central/State/Local Government bodies, including salary and other benefits admissible to staff.


Signature of the Chief Project Manager
National High Speed Rail Corporation Ltd.
राष्ट्रीय उच्च गतिरेल निगम लिमिटेड
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Signature of the Tenderer

Section-1: Notice Inviting Tender (NIT)

- 10.4. The scope of the works includes the disposal of the cut trees as per the local authority/ forest guidelines & site clearance.
- 10.5. Cut trees shall be the property of the successful bidder. The arrangement of transportation and disposal shall be the responsibility of successful bidder/ Contractor.
- 10.6. All the necessary approvals and clearance shall be obtained by the successful bidder/Contractor himself from all the respective govt. authorities (which includes Forest department, Police department, Horticulture department etc. but not limited thereto). For this purpose, Necessary assistance may be provided by NHSRCL, if required on request of the Contractor.
- 10.7. The Contractor shall be responsible for the arrangement of transit pass from the Regional Forest Officer (RFO) or any authorized signatory/ departments as per the relevant guidelines of forest department and other Government of Gujarat norms.
- 10.8. All Acts, Rules, Regulations & Statutory requirements of Gujarat State to be followed by the successful bidder.
- 10.9. During execution of work, all manpower, machinery, material and safety of adjacent property and public will be the sole responsibility of the contractor.
- 10.10. NHSRCL intends to transplant as much trees as possible. Hence, the Contractor in consultation with the Engineer's representative shall jointly prepare a list of trees to be cut and shall obtain the prior approval from NHSRCL for the list of trees to be cut.
- 10.11. No abrupt cut or excavation should be left unattended at the site which may endanger the life of any person/ animal in the vicinity of the site area. Excavated pits, if any, should be backfilled immediately after completion of works.
- 10.12. No unsafe or abnormal conditions to be adopted at site which creates Danger for public, nearby property & animals such as unsafe stacking of timber, half cut tree without any support or protection, any unattended machinery or tools etc.
- 10.13. The Quantity mentioned in the Bill of Quantities are indicative. In case of decrease in the number of trees at site are found by the bidder during cutting of trees, no financial adjustments in the amount to be paid by the successful bidder to NHSRCL shall be acceptable. Therefore, bidders are advised to inspect site before bidding and satisfy themselves about the site conditions. Site clearance to be done completely by the contractor which includes disposal of trimmed branches also. No materials and


Dy. Chief Project Manager
Signature of the NHSRCL
National High Speed Rail Corporation Ltd.
राष्ट्रीय उच्च गतिरेल निगम लिमिटेड
वडोदरा/Vadodara

Signature of the Tenderer

Section-1: Notice Inviting Tender (NIT)

residuals shall be left in the site before demobilization of the contractor except the roots inside ground. Trunk shall not remain projected at a height more than 300 mm.

11. NHSRCL reserves the right to cancel the tender at any time or amend/ withdraw any of the terms and conditions contained in the Tender Document, without assigning any reason, thereof.
12. NHSRCL reserves the rights to reject any or all of the tenders without assigning any reason thereof, and is not liable to accept the highest tender or any of the tenders.
13. RIGHTS OF NHSRCL TO DEAL WITH TENDERS:- The authority for the acceptance of the Tender will rest with the NHSRCL. It shall not be obligatory on the said authority to accept the highest tender or any other tender and no tenderers shall demand neither any explanations for the cause of rejection of his/ their tender nor the NHSRCL to assign reasons for declining to consider or reject any particular tender or tenders.
14. If the Tenderer(s) deliberately gives/ give wrong information in his/their Tender or creates/create circumstances for the acceptance of his/their Tender, the NHSRCL reserves the right to reject such Tender at any stage.
15. Tenderer(s) may please also note that if any change/addition/deletion with mala-fide intention is made by the bidder and the same is detected at any stage even after award of the tender, all necessary action including banning of business may be taken against the bidder.
16. The validity of the tender offer should be 90 days from the date of the opening.
17. Tenderer may note that the end of the document is marked as "END OF DOCUMENT". The total document is to be downloaded for submission of the offer otherwise the document will be treated as incomplete and therefore invalid.
18. NHSRCL on its own or in response to any clarification requested or suggested by any person including that of the tenderer may modified the tender document at its sole discretion. **It will be the responsibility of the tenderers** who had downloaded the documents from the website to submit offer in the updated copy of the tender documents and NHSRCL way may not consider the offers downloaded from website if offer is not submitted in updated tender documents.
19. The Saurashtra Felling of Trees (Infliction of Punishment) Act, 1951. (Saurashtra Act No.XVII of 1951), Forest and Environmental Department, Resolution No. PEN/2014/51/W dated 20.05.2016, corrigendum notification dated 10.09.2015 to be adhered during the entire procedure of Tree felling & Disposal by contractor. Copy of the same may be obtained from NHSRCL, Surat office, if needed.

Dy. Chief Project Manager
Signature of the NHSRCL

National High Speed Rail Corporation Ltd.
राष्ट्रीय उच्च गतिरेल निगम लिमिटेड
वडोदरा/Vadodara


Signature of the Tenderer

20. Eligibility Criteria:

- 20.1. The Bidder(s) should have completed at least one similar single work for a minimum value of **Rs. 9,23,106.00** at the time of opening of tender in the last Three financial years (i.e. current year and three previous financial years).
- 20.2. The Bidder(s) must have average annual turnover of **Rs. 13,18,723.00** in the previous three financial years and the current financial year up to the date of opening of tender. The tenderer(s) shall submit Certificates to this effect which may be Audited Balance Sheet duly certified by the Chartered Accountant, IT form 26AS etc.

Similar work - "Cutting of standing trees, disposal and auctioning done for any Government, Semi Government organizations"

The tenderer is required to submit proof as how they meet the eligibility criteria for the tendered work. In case they do not submit any proof for the same, the offer will be considered incomplete and will be summarily rejected. Tenderer should note that eligibility criteria for similar work will be evaluated only for the **works which have been completed at the time of opening of tender.**


Dy. Signature of the NHSRCL
Project Manager

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

Signature of the Tenderer

Section-2
Instructions to Bidders (ITB)



Signature of the NHSRCL
Senior Project Manager

उप परियोजन प्रबंधक
National High Speed Rail Corporation Ltd.
राष्ट्रीय उच्च गतिरेल निगम लिमिटेड
Vadodara

Signature of the Tenderer


Section-2
Instructions to Bidders (ITB)

A. General

1. **Name of the Work** Auction for Cutting & Disposal of Trees in Kheda district (on as and where basis) for Mumbai Ahmedabad High Speed Railway (MAHSR) Project of NHSRCL.
2. **Employer** National High Speed Rail Corporation Limited
3. **Address of Employer** **Chief Project Manager,**
National High Speed Rail Corporation Ltd (NHSRCL),
3rd floor, Productivity House,
Productivity Road, Alkapuri, Vadodara-390007
4. **Contractor** The successful Tenderer/ Bidder to whom the work is awarded shall become the Contractor who will execute the work.

B. Contents of Bidding

5. **Bidding documents**
- 5.1. The bidding documents consists of the following sections:
Section-1: Notice Inviting Tender (NIT)
Section-2: Instructions to Bidder (ITB)
Section-3: General Conditions of Contract
Section-4: Special Conditions of Contract
Section-5: Technical Bid Formats
Section-6: Letter of Technical bid and Annexures/
Performa's
Section-7: Letter of Price bid
Section-8: Bill of Quantities
Section-9: Tentative list of types of species
- 5.2. The bidder is expected to examine all instructions, terms, conditions, forms, specifications, conditions and any other information in the bidding documents. Failure to furnish all information required by the bidding documents or submission of a bid not substantially responsive to the bidding documents in every respect will be at the bidder's risk and may result in rejection of their bid.



Signature of the NHSRCL
Project Manager

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

Signature of the Tenderer

Section-2: Instructions to Bidders (ITB)

- 5.3. Tenderer may note that the end of the document is marked as "END OF DOCUMENT". The total document is to be downloaded for submission of the offer otherwise the document will be treated as incomplete and therefore invalid.
6. **Clarification of Bidding documents**
- 6.1. Bidder requiring any clarification of the Bidding Documents shall contact the Employer in writing at the Employer's address specified in ITB 3 or raise his enquiries during the pre-bid meeting if provided for the same in tender. The Employer will respond in writing to any request for clarification, provided that such request is received no later than seven (7) days prior to the deadline for submission of Bids.
- 6.2. The Employer publish its response at www.nhsrcl.in. & "<https://eprocure.gov.in/epublish/app>"
- 6.3. Should the clarification result in changes to the essential elements of the Bidding Documents, the Employer shall amend the Bidding Documents following the procedure under ITB 8.
7. **Pre-bid Meeting**
- Interested eligible bidders are invited to attend a Pre-Bid meeting to be held on 13.01.2020. The venue and time are as follows:
- Venue:**
The office of Chief Project Manager,
National High Speed Rail Corporation Limited,
3rd Floor, Productivity House, Productivity Road,
Alkapuri, Vadodara – 390007.
- Time:** IST 11:00 hrs.
- Participation in this Pre-Bid meeting is not mandatory.
8. **Corrigendum/ Addendums**
- 8.1. NHSRCL reserves the right to cancel the tender at any time or amend/ withdraw any of the terms and conditions contained in the Tender Document, without assigning any reason, thereof.


Signature of the NHSRCL
उप परियोजन प्रबंधक

National High Speed Rail Corporation Ltd.
राष्ट्रीय उच्च गतिरेल निगम लिमिटेड


Signature of the Tenderer

Section-2: Instructions to Bidders (ITB)

- 8.2. Corrigendum/ Addendums (if any) will be uploaded in the employer's website www.nhsrcl.in and "<https://eprocure.gov.in/epublish/app>"
- 8.3. Any time prior to the deadline for submission of Bids, the Employer may amend the Bidding Documents by issuing addenda.
- 8.4. Corrigendum if any will be available on the official website which may be checked till the date of opening of tender.
- 8.5. **It will be the responsibility of the tenderers** who had downloaded the documents from the website to submit offer in the updated copy of the tender documents and NHSRCL way may not consider the offers downloaded from website if offer is not submitted in updated tender documents.

C. Preparation of Bids

9. **Cost of Bidding** The Bidder shall bear all costs associated with the preparation and submission of its Bid, and the Employer shall not be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.
10. **Inspection of Site before Tendering etc.** The Tenderer (s) shall inspect the proposed site of work and acquaint/ themselves with the site conditions, working hours, layout of trees, approach road, pathways available, 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 for approaches/ approach road from outside work area and contractor(s) will bear entire expenses such as road taxes, payment for right of way etc. to outsiders and for construction of approaches/approach roads etc.
11. **Language of Bid** The bid prepared by the bidder and all documents related to the bid shall be written in English.
12. **Signing of all Bid Papers and Completing** 12.1. All the pages of the tender documents, corrigendum/ addendum (if any), Bill of Quantities and accompanying documents must be properly stamped and signed by the authorized signatory holding the Power of Attorney on each


Dy. Chief Engineer
Signature of the NHSRCL

उप परियोजन प्रबंधक
National High Speed Rail Corporation Ltd.
राष्ट्रीय उच्च गतिरेल निगम लिमिटेड
वड़ोदरा/Vadodara

Signature of the Tenderer

Section-2: Instructions to Bidders (ITB)

Bill of
Quantities

page. (The bidder shall enclose a copy of Power of Attorney).

12.2. Tenders containing erasures and/ or alternations of the tender documents are liable to be rejected. Any correction made by the Tenderer(s) in his/their entries must be attested by him /them.

13. Eligibility of
bidders

13.1. The Bidder(s) should have completed at least one similar single work for a minimum value of **Rs. 9,23,106.00** at the time of opening of tender in the last Three financial years (i.e. current year and three previous financial years).

13.2. The Bidder(s) must have average annual turnover of **Rs. 13,18,723.00** in the previous three financial years and the current financial year up to the date of opening of tender. The tenderer(s) shall submit Certificates to this effect which may be Audited Balance Sheet duly certified by the Chartered Accountant, IT form 26AS etc.

13.3. Similar work means "Cutting of standing trees, disposal and auctioning done for any Government, Semi-Government organizations".

13.4. The Bidders should not have been blacklisted by any Central/ State Ministry/ Department/ PSUs or Banks etc. The bidding firm has to give a self-certificate to the effect that it has not been blacklisted by any Central Ministry/ Department/ PSUs or Banks, etc. The certificate has to be submitted along with the tender documents.

13.5. If it is subsequently established or found that the bidder has given any false information or facts or has suppressed facts or manipulated the documents, etc., the bid security or the Performance Deposit, as the case may be, will be forfeited and no excuse what so ever will be entertained there for.

13.6. The tenderer is required to submit proof as how they meet the eligibility criteria for the tendered work. In case they do not submit any proof for the same, the offer will be considered incomplete and will be summarily rejected. Tenderer should note that eligibility criteria for similar work will be evaluated only for the works which have been completed at the time of opening of tender.



Signature of the Manager

उप परियोजन प्रबंधक

National High Speed Rail Corporation Ltd.

राष्ट्रीय उच्च गतिरेल निगम लिमिटेड

वडोदरा/Vadodara

Signature of the Tenderer

Section-2: Instructions to Bidders (ITB)

14. Tenderer(s) credentials

In support of their credentials, the tenderers should submit following documents along with their tenders.

- 14.1. Certificates and testimonials regarding contracting experience for the type of job for which tender is invited with list of works carried out in the past.
- 14.2. Certificates which may be an attested Certificate from the client, Audited Balance Sheet duly certified by the Chartered Accountant, form 26AS etc. regarding contractual payments received in the past.
- 14.3. A copy of notarized affidavit on a non-judicial stamp paper stating that they are not liable to be disqualified and all their statements/documents submitted along with bid are true and factual. Standard format of the affidavit to be submitted by the bidder is enclosed. Non submission of a copy of notarised affidavit by the bidder shall result in summarily rejection of his/their bid. It shall be mandatorily incumbent upon the tenderer to identify, state and submit the supporting documents duly self-attested by which they/he are/is qualifying the Qualifying Criteria mentioned in the Tender Document.
- 14.4. List of Personnel, Organization available on hand and proposed to be engaged for subject work.
- 14.5. List of plant & Machinery available on hand (own) and proposed to be inducted (own and hired to be given separately) for the subject work.
- 14.6. List of works completed in the last three financial years and current financial year giving description of work, organization for whom executed, approximate value of contract at the time of award, date of award and date of scheduled completion of work, date of actual start, actual completion and final value of contract etc. should also be given.
- 14.7. List of works on hand indicating description of work, contract value, and approximate value of balance work yet to be done and date of award.
- 14.8. Note:
 - 14.8.1. In case of items '14.6' and '14.7' above, supportive documents/ certificates from the



Signature of the NHSRCL

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

Signature of the Tenderer

Section-2: Instructions to Bidders (ITB)

- organizations with whom they have worked/are working should be enclosed.
- 14.8.2. The contractor should submit Certificates/ credentials issued by Government Organizations/ Semi Government Organizations.
- 14.8.3. If tenderer do not submit any proof of meeting with eligibility criteria as laid down in the NIT and tender conditions, offer shall be treated as incomplete and should be summarily rejected.
- 14.9. The NHSRCL reserves the right to verify all statements, information and documents submitted by the bidder in his tender offer, and the bidder shall, when so required by the NHSRCL, make available all such information, evidence and documents as may be necessary for such verification. Any such verification or lack of such verification, by the NHSRCL shall not relieve the bidder of its obligations or liabilities hereunder nor will it affect any rights of the NHSRCL thereunder.
- 14.10. In case of any information submitted by tenderer is found to be false forged or incorrect at any time during process for evaluation of tenders, it shall lead to forfeiture of the tender Earnest Money Deposit besides banning of business.
- 14.11. In case of any information submitted by tenderer is found to be false forged or incorrect after the award of contract, the contract shall be terminated. Earnest Money Deposit (EMD), Performance Guarantee and Security Deposit available with the NHSRCL shall be forfeited. In addition, other dues of the contractor, if any, under this contract shall be forfeited and agency shall be banned for doing business.
15. **Validity of Bid** The validity of the tender offer should be 90 days from the date of the opening.
16. **Tender fee** 16.1. The tender documents to be downloaded from the official website of National High-Speed Rail Corporation Limited www.nhsrcl.in & <https://eprocure.gov.in/epublish/app> for submitting the tender.



Signature of the NHSRCL
Dy. Chief Project Manager


उप परियोजन प्रबंधक
National High Speed Rail Corporation Ltd.
राष्ट्रीय उच्च गतिरेल निगम लिमिटेड

Signature of the Tenderer

Section-2: Instructions to Bidders (ITB)

17. Earnest Money Deposit (EMD)

- 16.2.** The Tender fees (non-refundable & non-transferable) will have to be submitted in form of a demand draft (Separate demand draft other than that of Earnest Money) in favour of National High-Speed Rail Corporation Limited payable at New Delhi to be enclosed with the tender documents.
- 16.3.** In case, the offer is not accompanied with the valid tender fees, the tender will be summarily rejected.
- 16.4.** You may please note that the documents being allowed to be downloaded with further condition that he/they agree to abide by the conditions laid down hereinafter in tender documents, before submitting his/their tender.
- 17.1.** Bid must be accompanied by an Earnest Money Deposit of amount mentioned in the tender notice/ NIT (unless exempted).
- 17.2.** Earnest Money deposit shall be in the form of Pay Order/ Demand Draft in favour of National High-Speed Rail Corporation Limited, payable at New Delhi from a scheduled commercial bank.
- 17.3.** Any form of EMD from co-operative banks is not allowed.
- 17.4.** Bid received without Earnest Money shall be summarily rejected (unless exempted).
- 17.5.** The Tenderer shall hold the offer open for the period of 90 days from the date fixed for opening the same.
- 17.6.** The Earnest Money of the unsuccessful tenderer(s) will, save as here-in-before provided, be returned to the unsuccessful tender(s) within 21 days after the finalization of successful tender.
- 17.7.** The Earnest Money deposited by the successful Tenderer will be returned after submission of Performance Security and Signing of Contract Agreement.
- 17.8.** The NHSRCL shall not be responsible for any loss or depreciation that may happen to the security for the due performance of the stipulation to keep the offer open for the period specified in the tender documents or to the Earnest Money while in their possession nor be liable to pay interest thereon.
- 17.9. Forfeiture of EMD:** The EMD / Bid Security shall be forfeited as per the provisions given in Tender documents:


Signature of the NHSRCL
Dy. Chief Project Manager

उप परियोजन प्रबंधक
National High Speed Rail Corporation Ltd.
राष्ट्रीय उच्च गतिरेल निगम लिमिटेड

Signature of the Tenderer

Section-2: Instructions to Bidders (ITB)

- 17.9.1. If a bidder withdraws its bid during the period of Bid validity specified by the bidder on the letter of bids.
- 17.9.2. If a bidder misrepresents or causes to misrepresent or omits the facts which are mentioned and reasonably should have been furnished in order to influence the procurement process.
- 17.9.3. If the successful bidder fails to:
- Sign the contract agreement as per tender conditions;
 - Furnish a performance security in accordance to Tender conditions;
 - Accept the corrections of its bid price due to calculations errors;
- 17.9.4. If the affidavit submitted by the bidder or its constituents or any of the declarations of letter of technical bid or letter of price bid submitted by the bidder has found to be false at any stage during the process of bid evaluation.

D. Submission and Opening of Bids

18. Type of Bid Single stage Two packet system

19. The procedure for submission and marking of bids

19.1. The bid shall be submitted in the two-packet system.

19.2. The bid must be sealed as mentioned below:

19.2.1. Cover-A: Tender fee / Tender Fee receipt and Earnest Money Deposit.

19.2.2. Cover-B: Technical bid Comprising of Form of bid/ Letter of Technical bid, documents listed under Clause 20 (20.1.3 to 20.1.10) of Section-2: ITB, Tenderer Credentials, other documents as required as per the Tender conditions etc.

19.2.3. Cover-C: Financial Bid Comprising of Letter of Price bid along with duly filled Bill of Quantities/Offer sheet.

19.2.4. The above three covers must be sealed in a single large Envelope and must be marked the Tender No, Tender Name and Opening date & time.



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Project Manager

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राष्ट्रीय उच्च गतिरेल निगम लिमिटेड
वडोदरा/Vadodara

Signature of the Tenderer

Section-2: Instructions to Bidders (ITB)

19.3. All the Envelopes must be marked as follows:

19.3.1. Cover-A:


Tender No.:	
Tender Name:	
Cover-A: Tender Fee & EMD	
To,	Address
NHSRCL's	mentioned in NIT
From:	
Bidder's Name & Address	

19.3.2. Cover-B:

Tender No.:	
Tender Name:	
Cover-B: Technical Bid	
To,	Address
NHSRCL's	mentioned in NIT
From:	
Bidder's Name & Address	

19.3.3. Cover-C:

Tender No.:	
Tender Name:	
Cover-C: Financial Bid (must be opened Separately)	
To,	Address
NHSRCL's	mentioned in NIT


Signature of the NHSRCL
Dy. Chief Project Manager

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महोदरा/Madodara

Signature of the Tenderer

Section-2: Instructions to Bidders (ITB)

From:
Bidder's Name & Address

19.3.4. Large outer envelope:

Tender No.:
Tender Name:
Opening Date & Time: As per NIT or subsequent
Corrigendum/ Addendums

To,
NHSRCL's Address
mentioned in NIT

From:
Bidder's Name & Address

20. Documents to be submitted by the Bidder

20.1. The bidder has to submit the following documents along with

Cover-A

- 20.1.1. Tender fee
- 20.1.2. Earnest Money Deposit

Cover-B

- 20.1.3. Tender documents duly signed by the authorized signatory
- 20.1.4. Self-certified copy of GST Certificate
- 20.1.5. Self-certified copy of Pan Card
- 20.1.6. Bank details along with cancelled cheque as per the format at Form-TB7
- 20.1.7. A copy of authorisation letter/ Power of Attorney of authorised signatory.
- 20.1.8. The bidding firm has to give an affidavit stating that all the documents submitted are true and correct in the format attached. If the certificates regarding eligibility criteria submitted are found to



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वडोदरा/Vadodara

Signature of the Tenderer

Section-2: Instructions to Bidders (ITB)

- be forged/false or incorrect, the action shall be taken.
- 20.1.9. The bidding firm has to give a self-certificate to the effect that it has not been blacklisted by any Central Ministry/ Department/ PSUs or Banks, etc. The certificate has to be submitted along with the tender documents. If it is subsequently established or found that the bidding firm has given any false information or facts or has suppressed facts or manipulated the documents, etc., the bid security or the Performance Deposit, as the case may be, will be forfeited and no excuse what so ever will be entertained there for.
- 20.1.10. Tenderer Credentials certifying the eligibility criteria, other documents required as per the Tender conditions etc.

Cover-C

- 20.1.11. Letter of Price bid and duly filled Bill of Quantities.

E. Evaluation and Award of Contract

- 21. Procedure of Opening and Evaluation of Bid**
- 21.1. On scheduled date of opening of Tender offer document, Cover-A & Cover-B will be opened.
- 21.2. After the finalization of technical bids, financial bids i.e. Cover-C of only successful eligible tenderers will be opened. The date of the same will be intimated afterwards.
- 21.3. In case of unsuccessful firm in either Cover-A or Cover-B, the sealed Cover-C containing the Financial bid will not be opened at all, and will be returned back, treating it as invalid.
- 22. Deviation/ Special Condition quoted by the tenderers**
- 22.1. "Tenderers should submit their offer strictly in accordance with the terms and conditions of the tender document. Tenderer should not quote any deviation from the tender document and should not quote any conditions.
- 22.2. Nevertheless, as an exception, if any unavoidable deviations or conditions are quoted by the tenderers, financial impact of each of such conditions/deviations on




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Dy. Chief Project Manager

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Signature of the Tenderer

Section-2: Instructions to Bidders (ITB)

- their quoted unit rates, in terms of Rupees per unit rate, shall be clearly mentioned by the tenderer in the tender offer.
- 22.3.** If any of the deviation/condition has no financial impact on the quoted rates, in such cases also, the tenderer must clearly mention its financial impact as 'NIL'. This is required for proper financial evaluation of such conditional / deviated offers.
- 22.4.** Conditional offers / offers with deviations, without quantified financial impact of each of the condition / deviation on the quoted rates, shall be considered as "incomplete" and shall be summarily rejected."
- 23. Correction of Arithmetical Errors**
- 23.1.** Provided that the bid is substantially responsive, the Employer shall correct arithmetical errors on the following basis:
- 23.1.1. if there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected, unless in the opinion of the Employer there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price shall be corrected;
- 23.1.2. if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and
- 23.1.3. if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (23.1.1) and (23.1.2) above.
- 23.2.** Bidders shall be requested to accept correction of arithmetical errors. Failure to accept the correction in accordance with ITB 23.1, shall result in the rejection of the Bid.


Signature of the NHSRCL
Dy. Chief Project Manager

Signature of the Tenderer

Section-2: Instructions to Bidders (ITB)

- 24. Employer's Right to Accept Any Bid, and to Reject Any or All Bids.**
- 24.1.** NHSRCL reserves the right to cancel the tender at any time or amend/ withdraw any of the terms and conditions contained in the Tender Document, without assigning any reason, thereof.
- 24.2.** NHSRCL reserves the rights to reject any or all of the tenders without assigning any reason thereof, and is not liable to accept the highest tender or any of the tenders.
- 24.3.** RIGHTS OF NHSRCL TO DEAL WITH TENDERS:- The authority for the acceptance of the Tender will rest with the NHSRCL. It shall not be obligatory on the said authority to accept the highest tender or any other tender and no tenderers shall demand neither any explanations for the cause of rejection of his/ their tender nor the NHSRCL to assign reasons for declining to consider or reject any particular tender or tenders.
- 25. Notification of Award**
- 25.1.** Prior to the expiration of the period of Bid validity, the Employer shall notify the successful Bidder, in writing, that its Bid has been accepted. The notification letter (hereinafter and in the Conditions of Contract and Contract Forms called the "Letter of Acceptance") shall specify the sum that the Employer will pay the Contractor in consideration of the execution and completion of the Works (hereinafter and in the Conditions of Contract and Contract Forms called "the Accepted Contract Price").
- 25.2.** Until a formal contract is prepared and executed, the Letter of Acceptance along with all the tender conditions and corrigendum shall constitute a binding Contract.



Signature of the NHSRCL
Dy. Chief Project Manager

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Signature of the Tenderer

Section-3
General Conditions of Contract



Signature of the NHSRCL

Dy. Chief Project Manager

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राष्ट्रीय उच्च गतिरेल निगम लिमिटेड
वडोदरा/Vadodara

Signature of the Tenderer

Section-3

General Conditions of the Contract

The General Conditions of Contract governing the execution of the works covered by this tender are the "IR Standard General Conditions of Contract, July 2014" of the Engineering Department including all corrections and Amendments issued up to date. A copy of the booklet incorporating the above "IR Standard General Conditions of Contract, July 2014" may be perused

through the path: www.indianrailways.gov.in/railwayboard>>"About IndianRailways" >>"Railway Board Directorates" >>"Civil Engineering" >> "PolicyMatters" >> IR GCC July 2014".

In submitting this tender it would be deemed that the tenderer has kept himself fully informed of the provision of IR Standard General Conditions of Contract, July 2014 including all corrections and Amendments issued up to date and claim that he is not aware of any amendment or correction slip to IR GCC shall not be entertained.

In case of dissimilarity in the designation mentioned in the IR Standard General Conditions of Contract, July 2014 and NHSRCL, officer of equivalent grade of NHSRCL shall be referred.



Signature of the NHSRCL
By: Chief Project Manager

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Signature of the Tenderer

Section-4
Special Conditions of Contract



Signature of the NHSRCL
Dy. Chief Project Manager

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Section-4 Special Conditions of Contract

The conditions of the Contract shall be General Conditions of Contract (herein after called as the General Conditions) as modified and added to by the following Special Conditions of Contract which shall be read and construed with the General Conditions as if they were incorporated therewith.

When there is any conflict between these special conditions of Contract on one hand standard specifications and General Conditions of Contract of Indian Railway on the other hand, the former shall prevail.

Any special condition stated by the tenderer(s) in covering letter submitted along with the tender shall be deemed as part of contract to such extent only as have explicitly been accepted by the NHSRCL.

1. General

1.1. Definitions

- 1.1.1. **Employer/ Client:** National High Speed Rail Corporation Limited.
- 1.1.2. **Contractor:** The Successful bidder, whose bid was accepted by the Employer and issued the Letter of Acceptance.
- 1.1.3. **Letter of Acceptance:** means the letter of formal acceptance, signed by the Employer and issued to the successful bidder.
- 1.1.4. **Day** means a calendar day
- 1.1.5. **Month** means a calendar month.
- 1.1.6. **Year** means 365 days
- 1.1.7. **Commencement date:** The date mentioned in the Letter of acceptance or the date mentioned in the separate notice for the commencement of work as per Clause 4.1.
- 1.1.8. **Accepted Contract Price:** means the amount accepted in the Letter of Acceptance for the design, execution and completion of the Works and the remedying of any defects.
- 1.1.9. **Laws:** means all national (of state) legislation, statutes, ordinances and other laws, and



Signature of the NHSRCL
By: Chief Project Manager

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Signature of the Tenderer

Section-4: Special Conditions of Contract

regulations and by-laws of any legally constituted public authority.

1.1.10. **Time for the Completion:** as defined in the Sub-Clause 4.2 of these contract conditions.

1.2. Interpretation

In the Contract, except where the context requires otherwise:

- 1.2.1. words indicating one gender include all genders;
- 1.2.2. words indicating the singular also include the plural and words indicating the plural also include the singular;
- 1.2.3. provisions including the word "agree", "agreed" or "agreement" require the agreement to be recorded in writing, and
- 1.2.4. "written" or "in writing" means hand-written, type-written, printed or electronically made, and resulting in a permanent record.
- 1.2.5. Throughout these bidding documents, the terms "bid" and "tender" and their derivatives ("bidder"/ "Tenderer") "bid/tendered", "bidding"/ "tendering" etc. are synonymous.

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

2. The Employer

2.1. Right of Access to the site

The Employer shall grant the Contractor right of access to the Site progressively.

2.2. Permits, Licenses or Approvals

It shall be Contractor's exclusive responsibility to get approvals, permits or license required for the Contract from various government departments. 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



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By: Chief Project Manager

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Section-4: Special Conditions of Contract

obligations. The following-up of all such applications shall be the responsibility of the Contractor.

2.3. 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 Contractor

3.1. Contractor's General Obligations

3.1.1. The Contractor shall plan, execute and complete the Works in accordance with the Contract.

3.1.2. The Contractor shall execute the work with the utmost care and by taking all necessary safety precautions.

3.1.3. The Contractor shall provide the Materials, Plant and Machinery, Tools and all Contractor's Personnel, Goods, consumables and other things and services, whether of a temporary or permanent nature, required in and for the execution of work.

3.1.4. It is deemed that the Contractor has inspected the proposed site of work and acquaint/ themselves with the site conditions, working hours, layout of trees, approach road, pathways available, 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 for approaches/ approach road from outside site and contractor(s) will bear entire expenses such as road taxes, payment for right of way etc. to outsiders and for construction of approaches/approach roads etc.

3.2. Performance security

3.2.1. The Contractor shall submit the Performance Security equal to 10% of Accepted Contract Price to the Employer within 28 days after receiving the Letter of Acceptance.

3.2.2. Performance security shall be valid for a period of 60 days beyond the stipulated date of completion.

3.2.3. The Performance security shall be submitted in any of the following forms:



Signature of the NHSRCL
By, Chief Project Manager

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National High Speed Rail Corporation Ltd.
राष्ट्रीय उच्च गतिरेल निगम लिमिटेड
वडोदरा/Vadodara

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Section-4: Special Conditions of Contract

- 3.2.3.1. Bank Draft in favor of National High Speed Rail Corporation Limited payable at Vadodara from a Scheduled Commercial Bank based in India, or
- 3.2.3.2. Fixed Deposit Receipt of a Scheduled Commercial bank/ Post offices based in India duly pledged in favor of National High Speed Rail Corporation Limited or
- 3.2.3.3. Irrevocable Bank Guarantee in the prescribed format issued by a Scheduled Commercial Bank based in India or from a branch in India of a scheduled foreign bank.
- 3.2.3.4. A Performance Security from Co-operative Banks shall not be acceptable, in any manner or form.
- 3.2.3.5. In case of a Joint Venture (JV)/ 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 or otherwise is also acceptable.
- 3.2.3.6. The Performance Guarantee would be valid for a period of 60 days beyond the Completion period of the work.
- 3.2.4. **Refund of the Performance Security:** The Employer may return the Performance Security to the Contractor: Within 21 days after the issue of the completion Certificate (issued on expiry of completion of works) and after ensuring that the Contractor has removed any remaining Contractor's Equipment, surplus material, wreckage, rubbish and Temporary Works from the



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Signature of the Tenderer

Section-4: Special Conditions of Contract

Site and has reinstated all parts of the Site which were affected by the Contractor's activities during the execution of the Works.

3.3. Representation of Works

3.3.1. The Contractor shall, when he is not personally present on the site of the works place, keep a responsible representative at the works during working hours who shall on receiving reasonable notice, present himself to the Engineer and orders given by the Engineer or the Engineer's representative to the agent shall be deemed to have the same force as if they had been given to the Contractor.

3.3.2. Before absenting himself, the Contractor shall furnish the name and address of his representative for the purpose of this clause and failure on the part of the Contractor to comply with this provision at any time will entitle the NHSRCL to rescind the contract under Clause 10 of these Conditions.

3.4. Safety Procedures


3.4.1. The Contractor shall comply with all applicable safety regulations, take care for the safety of all persons entitled to be on the Site.

3.5. Sufficiency of the Accepted Contract Amount

The Contractor shall be deemed to have satisfied himself as to the correctness and sufficiency of the Contract Price. Unless otherwise stated in the Contract, the Contract Price shall cover all his obligations under the Contract and all things necessary for the proper execution and completion of the Works.

3.6. 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 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.


Signature of the NHSRCL
By: Chief Project Manager

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Section-4: Special Conditions of Contract

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 the work of any such route.

3.7. Contract 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 and materials/ consumable. 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, materials and Temporary Works etc. He should leave the whole of the site and Works in a clean, tidy and workman like condition to the satisfaction of the Engineer / Employer.

3.8. Security of the site

The Contractor shall be wholly responsible for security of the site and the materials, consumables, Plant & Equipment, logs etc. in the site.

3.9. Staff and Labour

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

3.9.2. The Contractor shall be responsible to ensure compliance with the provision of the Minimum Wages Act, 1948 (hereinafter referred to as the "said Act" in this Sub Cl. 3.8) and the Rules made thereunder in respect of any employees directly or through petty contractors or subcontractors employed by him.

3.9.3. If, in compliance with the terms of the contract, the Contractor supplied any labour to be used wholly or partly under the direct orders and control of the NHSRCL whether in connection with any work being executed by the Contractor or otherwise for


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Dy. Chief Project Manager
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वडोदरा/Vadodara

Signature of the Tenderer

Section-4: Special Conditions of Contract

the purpose of the NHSRCL such labour shall, for the purpose of this Clause, still be deemed to be persons employed by the Contractor.

3.9.4. If any moneys shall, as a result of any claim or application made under the said Act be directed to be paid by the NHSRCL, such money shall be deemed to be moneys payable to the NHSRCL by the Contractor and on failure by the Contractor to repay the NHSRCL any moneys paid by it as aforesaid within seven days after the same shall have been demanded, the NHSRCL shall be entitled to recover the same from any moneys due or accruing to the contractor under this or any other Contract with the NHSRCL.

3.10. **Contractor's responsibility to arrange Tools, Plants, Machinery etc.**

3.10.1. The contractor should make their own arrangements for all plants and tools required for the successful completion of the work in time.

4. Commencement, Delays and Suspension

4.1. **Commencement of Works**

The Commencement Date shall be the date mentioned in the Letter of Acceptance or Notice of Commencement, which will be issued by the Employer/ Employer's representative to the Contractor. The Notice of the Commencement will be issued by the Employer/ Employer's representative to the Contractor on submission of the Performance security as prescribed at Sub-Clause 3.2.

4.2. **Time for the Completion of Work**

The Contractor shall complete all the works (stated in detailed scope of work) within the time period mentioned in Section-1: Notice Inviting Tender of the instant work from the date of commencement date.


Signature of the Project Manager
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वडोदरा/Vadodara

Signature of the Tenderer

Section-4: Special Conditions of Contract

4.3. Suspension of Work

4.3.1. The Engineer may at any time instruct the Contractor to suspend progress of part or all of the Works, which may be required for the safety or statutory requirement or for any other purpose where suspension is unavoidable. During such suspension, the Contractor shall protect, store and secure such part or the Works against any deterioration, loss or damage.

4.3.2. Nothing shall be paid extra of what so ever nature due to such suspension of work.

5. Contract Price and Payment

5.1. The Contract Price

5.1.1. The 'Contract Price' to be quoted shall, except in so far as it is otherwise provided under the Contract, include all Plant & machinery, labour, supervision, materials, consumables, insurance, profit, overheads, duties, royalties, together with all general risks, liabilities, and obligations set out or implied in the Contract; and Price/rates quoted by the contractor in respect of the contract.


5.2. Payment Schedule

5.2.1. The Contractor shall pay the amount in the progressive manner.

5.2.2. The Contractor in consultation with the Engineer's representative shall jointly prepare a list of trees to be cut and shall obtain the prior approval from NHSRCL for the list of trees to be cut and shall obtain the transit pass form the Regional Forest Officer (RFO)/ authorized representatives.

5.2.3. Thereafter, prior to cut the trees, the Contractor shall pay amount towards the quantities based on the accepted rates for the respective species.

5.2.4. Contractor cannot be allowed to cut the trees until and unless the payment has been realized NHSRCL as prescribed above and the list trees to be cut got approved from the NHSRCL's representatives.


Signature of the NHSRCL
By: Chief Project Manager

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वड़ोदरा/Vadodara

Signature of the Tenderer

Section-4: Special Conditions of Contract

5.3. Price Adjustment

- 5.3.1. No price variation/ price adjustment is applicable under this work / Contract.
- 5.3.2. On no account any claim for the compensation for loss sustained due to fluctuation of price in the market of logs or cost of labour during the tenure of the contract will be considered.

6. Variation in the Quantity


The Quantity mentioned in the Bill of Quantities are tentative and indicative.

The procedure detailed below shall be adopted for dealing with variations in quantities during execution of works contracts:

- 6.1. Individual NS items in contracts shall be operated with variation of plus 25% and payment would be made as per the agreement rate. For this, No finance concurrence would be required.
- 6.2. In case an increase in quantity of an individual item by more than 25% of the agreement quantity is considered unavoidable, the same shall be got executed by floating a fresh tender. If floating a fresh tender for operating that item is considered not practicable, quantity of that item may be operated in excess of 125% of the agreement quantity subject to the following conditions:

(a) Operation of an item by more than 125% of the agreement quantity needs the approval of an officer of the rank not less than S.A. Grade/NHSRCL officials;

(i) Quantities operated in excess of 125% but up to 140% of the agreement quantity of the concerned item, shall be paid at 98% of the rate awarded for that item in that particular tender;


Signature of the NHSRCL Manager
Dy. Chief Project Manager
उप परियोजना प्रबंधक
National High Speed Rail Corporation Ltd.
राष्ट्रीय उच्च गतिरेल निगम लिमिटेड
वडोदरा/Vadodara

Signature of the Tenderer

Section-4: Special Conditions of Contract


(ii) Quantities operated in excess of 140% but up to 150% of the agreement quantity of the concerned item shall be paid at 96% of the rate awarded for that item in that particular tender;

(iii) Variation in quantities of individual items beyond 150% will be prohibited and would be permitted only in exceptional unavoidable circumstances with the concurrence of associate finance and shall be paid at 96% of the rate awarded for that item in that particular tender.

(b) The variation in quantities as per the above formula will apply only to the Individual items of the contract and not on the overall contract value.

(c) Execution of quantities beyond 150% of the overall agreemental value should not be permitted and, if found necessary, should be only through fresh tenders or by negotiating with existing contractor, with prior personal concurrence of NHSRCL official.

6.3. In cases where decrease is involved during execution of contract, the payment shall be made by Contractor based on the agreed rates for the actual executed quantities. There will be no variation in the rates due to reduction of quantities mentioned in the BOQ for what so ever reasons.


Subject Manager
Signature of the NHSRCL
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Signature of the Tenderer

Section-4: Special Conditions of Contract

6.4. As far as SOR items are concerned, the limit of 25% would apply to the value of SOR schedule as a whole and not on individual SOR items. However, in case of NS items, the limit of 25% would apply on the individual items irrespective of the manner of quoting the rate (single percentage rate or individual item rate).

7. Completion Certification

The Completion certificate by the Competent Authority of NHSRCL will be issued after the completion of works as stated in the scope of work and clearance of the site to the satisfaction of the NHSRCL representatives.

8. Indemnity

The Contractor shall at all times indemnify the NHSRCL against all claims which may be made in respect of the said work for infringement of any right protected by patent registration design or trade mark or breach of law of land or breach of any Government acts/ rules etc.; provided always that in the event of any claim in respect of an alleged breach of a patent registered design or trade mark or breach of law of land or breach of any Government acts/ rules etc., being made against the NHSRCL he shall notify the Contractor of the same and the Contractor shall be at liberty, but at his own expense, to conduct negotiations for settlement or any litigation that may arise there from.

9. Force Majeure

In the event of any unforeseen event directly interfering with the work arising during the currency of the contract, such as insurrection, restraint imposed by the Govt. act of legislative or other authority; war, hostilities, civil commotion, fires, floods, explosion epidemics, quarantine restrictions, or acts of God, the Contractor shall, within a


Signature of the NHSRCL
National High Speed Rail Corporation Ltd.
राष्ट्रीय उच्च गतिरेल निगम लिमिटेड
वडोदरा/Vadodara

Signature of the Tenderer

Section-4: Special Conditions of Contract

week from the commencement thereof, notify the same in writing to the NHSRCL with reasonable evidence thereof. If the force majeure condition(s) mentioned above be in force for a period of 90 days or more at any times, the NHSRCL shall have the option to terminate the contract on expiry of 90 days of commencement of such force majeure by giving 14 days' notice to the Contractor in writing. In case of such termination, no damages shall be claimed by either party against the other, save and except those which had occurred under any other clause of this contract prior to such termination.

10. Termination

NHSRCL may terminate, by not less than 7 (seven) days' written notice of termination to the Contractor, to be given after the occurrence of any of the events as specified below:

- 10.1. If the Contractor commits breach of contract or do not remedy/ rectify a failure in the performance of their obligations under the Contract.
- 10.2. If the Contractor become insolvent or bankrupt.
- 10.3. If the Contractor is unable to perform the desired services for a period of not less than seven (7) days, or
- 10.4. If the NHSRCL, in its sole discretion, decided to terminate the Contract at any stage.
- 10.5. In the event of a report of unsatisfactory service from the concerned NHSRCL officials, after taking into consideration any other fact as may be relevant on a case to case basis.
- 10.6. In the event of violation of any of the terms & conditions of Contract by the Contractor, the Performance Security amount/ Retention Money shall stand forfeited in addition to blacklisting of Service Providing Agency for a period of 3 years.

11. Arbitration

- 11.1. All disputes, if any, arising amongst the contracting parties shall be resolved by arbitration. The



Signature of the NHSRCL
Dy. Chief Project Manager

उप परियोजन प्रबंधक

National High Speed Rail Corporation Ltd.

राष्ट्रीय उच्च गतिरेल निगम लिमिटेड

वडोदरा/Vadodara

Signature of the Tenderer

Section-4: Special Conditions of Contract

arbitration shall be conducted in English language and the venue of the arbitration shall be in Delhi.

11.2. The sole arbitrator will be appointed by the Managing Director, NHSRCL, New Delhi, whose decision in this regard will be final & binding.

12. Jurisdiction

The parties hereby irrevocably consent to the sole jurisdiction of the Courts in Gujarat only in connection with any actions or proceedings arising out of or in relation to this bid.

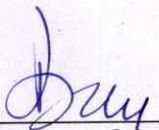


**Signature of the NHSRCL
Chief Project Manager**

उप परियोजन प्रबंधक
National High Speed Rail Corporation Ltd.
राष्ट्रीय उच्च गतिरेल निगम लिमिटेड
वड़ोदरा/Vadodara

Signature of the Tenderer

Section-5
Technical Bid Formats




Signature of the NHSRCL
Dy. Chief Project Manager

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

Signature of the Tenderer

Technical Bid Formats

S. No	Form	Particulars
1	Form-TB1	A Proforma of Power of Attorney (POA)
2	Form-TB2	Affidavit
3	Form-TB3	Summary of the Similar Project Implemented during last Three year
4	Form-TB4	Financial information of the Bidders
5	Form-TB5	List of Contractor's personnel available in Organization and intended to deploy for this work
6	Form-TB6	List of Contractor's Plant and machinery intended to deploy for this work
7	Form-TB7	Format for Payment through "NEFT/RTGS" System
8	Form-TB8	Declaration


Signature of the Project Manager

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

Signature of the Tenderer

Form-TB1
(Technical bid format)

A PROFORMA OF POWER OF ATTORNEY

(On Non Judicial Stamp Paper of adequate value as per the Jurisdiction)

Know all men by these presents I/We,, son/ daughter/ wife of Mr....., aged years, citizen of, presently residing at, Managing Director/ Chief Executive Officer/ Partner of M/s.....[*name of Contractor*], a company/ Firm incorporated in India under the Partnership Act/Companies Act, 1956/ Companies Act, 2013 and having its registered office at(hereinafter called "the Principal") by virtue of the resolution passed at the Meeting of the Board of Directors of the Company held on or deed/resolution of the Firm dated or the Power of Attorney dated granted to me pursuant to the resolution passed at the meeting of Board of Directors of company held on or deed/resolution of the Firm dated....., delegated to me/us certain powers to act on behalf of the company/firm for various purposes. As per the said delegation, I/We have been authorized to appoint and substitute any person or persons to exercise all or any of certain powers delegated to me/us by the Company/Firm and/or to grant Powers of Attorney to the officers and employees of the Company/Firm to perform various acts, deeds and things required to be done by the Company/Firm.

Whereas National High Speed Rail Corporation Limited ("NHSRCL"), has invited proposals from interested parties for the work of at (Project/works).

Whereas, _____(name of the Contractor), the Principal is interested in bidding for the Project/ subject works in accordance with the terms and conditions of the RFP document, bearing No....., dated and other connected documents in respect of the Project/works, and

Whereas, it is necessary for the Principal to delegate to one of the employee / partner(s) / director with all necessary power and authority to do for and on behalf of the _____(name of the Contractor), all acts, deeds and things as may be necessary, including but not limited to representing the Contractor, signing of tender documents, bills, measurement books, drawings and other related documents in



Signature of the NHSRCL
Dy. Chief Project Manager

Signature of the Tenderer

Section-5: Technical Bid Formats

connection with the _____ Bid for the Project/works and its execution.

NOW THESE PRESENTS WITNESSETH that I/we do hereby designate, nominate, constitute appoint and irrevocably authorise Mr./ Ms., son/daughter/wife of Mr....., aged years, citizen of, presently residing at,[specify designation] and whose signatures are given below, as true and lawful Attorney of the Principal(hereinafter referred to as the "Attorney"), to have and exercise in the name and on behalf of the Principal the powers and authorities hereinafter mentioned:

1. To execute all required documents and conduct all business for and on behalf of the Principal during the Bidding process of the Project/works and, in the event Principal is awarded the contract, during the execution of the Project/works; and
2. To do on behalf of the Principal, all or any of such acts, deeds or things as are necessary or required or incidental to the selection of the Principal and signing and submission of its Bid/tender for the Project/works, including but not limited to signing and submission of all applications, bids and other documents and writings, participate in bidders' and other conferences, respond to queries, submit information/documents, sign and execute contracts and undertakings consequent to acceptance of the Bid of the Principal and generally to represent the Principal in all its dealings with NHSRCL, and/ or any other Government Agency or court/judicial authority or any person, in all matters in connection with or relating to or arising out of the Contractor's bid for the Project/works and/ or upon award thereof till the agreement for the Project/works is entered into with NHSRCL and thereafter till the completion of the project/works and expiry of the contract agreement.

AND We/I hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by said Attorney in exercise of the powers hereby conferred shall always be deemed to have been done by me/us

This Power of Attorney shall stand revoked on issuance of a new Power of Attorney issued with regard to this Project/works or if earlier revoked by me or the Company/Firm.



Signature of the NHSRCL

उप परियोजन प्रबंधक
National High Speed Rail Corporation Ltd.
राष्ट्रीय उच्च गतिरेल निगम लिमिटेड
वड़ोदरा/Vadodara

Signature of the Tenderer

Section-5: Technical Bid Formats

Given under the hand of the within named[name of individual]
on this day of[month][year].

[Signature of Managing Director/ Director/Partner(s)/Other authorised person]
[Name of Company/Firm]

[date]

[place]

I accept

[Signature of Attorney]

[date]

[place]

Witnesses:

- 1.
- 2.

Notes:

- The mode of execution of the Power of Attorney shall be in accordance with the charter documents of the executants(s) and when it is so required, the same shall be under common seal affixed in accordance with the required procedure.
- Also, wherever required, the Tenderer shall submit for verification the extract of the charter documents and documents such as a board or shareholders' resolution/ power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Tenderer.

-----X-----X-----



Signature of the NHSRCL

Dy. Chief Project Manager

उप परियोजन प्रबंधक

National High Speed Rail Corporation Ltd.

राष्ट्रीय उच्च गतिरेल निगम लिमिटेड

वडोदरा/Vadodara

Signature of the Tenderer

Section-5: Technical Bid Formats

Form-TB2
(Technical Bid Format)

AFFIDAVIT
(Duly Attested by the Notary)

I S/o
resident of
Police Station District
Contractor/ Partner or sole proprietor/ authority representative (Strike out the word which is inapplicable) of firm contractor M/s do hereby declare on solemn affirmation that the deponent contracting firm has never been blacklisted by the Union or any State Governments in the country.

Deponent (With Stamp of Firm)

Place :

Dated :

Address Tel. No. Mobile No.
.....


I do hereby solemnly declare and affirm that the above declaration is true and correct to the best of my knowledge and belief. No part of it is false and nothing has been concealed.

Deponent (With Stamp of Firm)

Place :

Dated :

Address Tel. No. Mobile No.
.....


Signature of the NHSRCL

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

Signature of the Tenderer

Form-TB3
(Technical bid format)

Summary of the Similar Projects Implemented during last Three years
(on the Letter head of the Bidder)

S. No.	Financial Year	Name of the Organization	Project Specification	Original Contract value (Rs.)	Completed Contract Value (Rs.)	Present status of the project
1						
2						
3						
4						
5						
6						
7						
8						
9						
10						

Note: The Contractor shall attach the credentials and certificates issued by the Employer as proof of the work.

Signature of the Bidder


Signature of the NHSRCL
By: Chief Project Manager
उप परियोजन प्रबंधक
National High Speed Rail Corporation Ltd.
राष्ट्रीय उच्च गतिरेल निगम लिमिटेड
वडोदरा/Vadodara

Signature of the Tenderer

Section-5: Technical Bid Formats

Form-TB4
(Technical bid format)

Financial information about the bidders
(on the Letter head of the Bidder)

S. No	Financial Year	Turnover of the Bidders
1	FY 2016-17	
2	FY 2017-18	
3	FY 2018-19	
4	FY 2019-20	
5	Total Amount =	

Note: Attach copies of the audited financial statement of the organization along with the CA certificate.

Signature of the Bidder



Signature of the NHSRCL

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


Signature of the Tenderer

Form-TB5
(Technical bid format)

List of Contractor's personnel available in Organization and intended to deploy for this work
(on the Letter head of the Bidder)

Sl. No.	Name of the Personnel	Education Qualification	Experience	Remarks
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				

Signature of the Bidder


Signature of the NHSRCL

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

Signature of the Tenderer


Section-5: Technical Bid Formats

Form-TB6
(Technical bid format)

List of Contractor's Plant and machinery intended to deploy for this work
(on the Letter head of the Bidder)

Sl. No.	Equipment name	Make and Model	Equipment Age	Own/ Hired
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				

Signature of the Bidder


Signature of the NHSRCL
Project Manager

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

Signature of the Tenderer

Form-TB7
(Technical bid format)


Format for Payment through "NEFT/RTGS" System
(on the Letter head of the Bidder)

Sr. No.	Name of Party	Detail given by contractor/Vender
1	Name of the Bidder	
2	Address of the Bidder	
3	Name of the Bank Branch	
4	Address of the Bank	
5	Account Number	
6	MICR Code	
7	IFS Code	
8	Mobile No (for SMS)	
9	E-Mail ID	
10	PAN Number (attach the self-attested copy)	
11	GST Certificate (attach the self-attested copy)	
12	Additional details (if any)	

Note:-

-Please attached Xerox copy of 1st page of pass book (Containing account number, name of account holder, branch name) and Xerox of one blank cheque (for IFS code) to ensure the prompt payment.

Signature of the Bidder


Signature of the NHSRCL
Dy. Chief Project Manager

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

Signature of the Tenderer

Form-TB8
(Technical bid format)
DECLARATION

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

OR

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

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

SIGNATURE OF TENDERER: - _____

ADDRESS: - _____

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



Signature of the NHSRCL
Dy. Chief Project Manager
 उप परियोजन प्रबंधक
 National High Speed Rail Corporation Ltd.
 राष्ट्रीय उच्च गतिरेल निगम लिमिटेड
 बड़ोदरा/Vadodra

 Signature of the Tenderer

**Section-6
Annexure/ Performa's of Technical Bid**



Signature of the NHSRCL
Dy. Chief Project Manager

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

Signature of the Tenderer

Annexure-1

Letter of Technical Bid/ Form of Bid

(on the letter head of the bidder)

Date: _____

Name of work: - Auction for Cutting & Disposal of Trees in Kheda district (on as and where basis) for Mumbai Ahmedabad High Speed Railway (MAHSR) Project of NHSRCL.

To,
The Chief Project Manager,
NATIONAL HIGH-SPEED RAIL CORPORATION LIMITED,
Alkapuri, Vadodara – 390007.

1. I/We _____, have read the various conditions to the Tender attached hereto and hereby agree to abide by the said conditions. I/We also to keep this tender **open for acceptance for a period of 90 days** from the date fixed for opening the same and in default there of I/We will be liable for forfeiture of my/our earnest money deposit. I/We offer to do the work for Chief Project Manager, National High-Speed Rail Corporation Limited (NHSRCL), Vadodara at the rates quoted in the attached Schedule and hereby bind myself/ourselves to complete the work in all respect within **04 Months** from the date of issue of letter of acceptance of the Tender.
2. We are not participating, as a Bidder or as a subcontractor, in more than one Bid in this bidding process
3. I/We also hereby agree to abide by the Conditions of Contract and other Tender conditions.
4. Bid must be accompanied by an Earnest Money Deposit of **Rs. 52,749.00 (Rupees Fifty-Two Thousand Seven Hundred Foty-Nine Only.)** in the form of Pay Order/ Demand Draft in favour of National High-Speed Rail Corporation Limited, payable at New Delhi from a scheduled commercial bank. Please note that no interest is payable on the EMD so long retained in NHSRCL. Bid received without Earnest Money shall be summarily rejected (unless exempted).
5. The full value of the Earnest Money shall stand forfeited without prejudice to any other right or remedies in case my/our tender accepted and if.



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

Signature of the Tenderer

Section-6: Annexures/ Performa's

- (A) I/We do not execute the contract documents within Seven days after receipt of notice issued by the NHSRCL that such documents are ready and
- (B) I/We do not commence the work within Ten days after receipt of orders to that effect.
6. Until a formal agreement is prepared and executed, acceptance of this Tender shall constitute a binding Contract between us subject to modifications as may be mutually agreed to between us and indicated in the letter of acceptance of my/our offer for this work.
7. If, I/We do not execute the contract agreement, the NHSRCL may determine such Tenders has abandoned the contract, and there upon my/our Tender and acceptance thereof shall be treated as cancelled and the NHSRCL be entitled to forfeit full amount of Earnest Money Deposit and to recover the liquidated damages for such default.

Signature of Witness: -

1)

.....

2)

Signature of Tenderer(s)

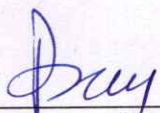
Date: -

Tenderer's Address:-

.....

.....

.....


Signature of the NHSRCL
Dy. Chief Project Manager

उप परियोजन प्रबंधक
National High Speed Rail Corporation Ltd.
राष्ट्रीय उच्च गतिरेल निगम लिमिटेड
वड़ोदरा/Vadodara

Signature of the Tenderer

Annexure-2

A PROFORMA OF CONTRACT AGREEMENT

(On Non Judicial Stamp Paper of adequate value as per the Jurisdiction)

Contract Agreement No.: _____ Allocation Head:
THIS AGREEMENT made on _____ day of _____ (Month/year)
Between

National High-Speed Rail Corporation Limited (NHSRCL), (hereinafter called "the Employer") of the one part

And

M/s _____ (Contractor Name), having office at _____
(Contractors' office) (hereinafter called "the Contractor" or "the Agency") of the other part.

WHEREAS the Employer has awarded the work of _____ (hereinafter called "the Works"), and has accepted offer by the Contractor for the execution and completion of the works and the remedying of any defects therein.

The Contractor has submitted Performance guarantee in the form of Bank Guarantee _____ dated _____ for an amount of Rs. _____ (Rupees _____ in words) issued by _____ (bank name and Branch name) having office _____ (bank address) and is valid up to _____ (date).

The Contractor has submitted the Bid Security in the form of _____ dated _____ for an amount of Rs. _____ issued by _____ bank name and Branch name) having office _____ bank address and is valid up to _____ (date).

NOW THIS AGREEMENT WITNESSETH as follows:

1. In this Agreement, words and expressions shall have the same meaning as are respectively assigned to them in the Conditions of Contract hereinafter referred to.


Signature of the NHSRCL
By: Chief Project Manager

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

Signature of the Tenderer

Section-6: Annexures/ Performa's

2. The following documents shall be deemed to form and be read and construed as part of this Agreement:
- Agreement
 - Letter of Acceptance no.: _____ dated: _____
 - Contractor letter no. _____ dated _____ regarding submission of Performance Guarantee Bond
 - Addendum(s)/ Corrigendum(s), if any.
 - ITB, Condition of Contract, Guidelines of Tree Transplantation, List of tree proposals, NIT, Annexures.
 - Bill of Quantities.
 - Letter of Price Bid.
3. In consideration of the payments to be made by the Employer to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Employer to execute and complete the Works and remedy any 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. Contract Price: The Contractor price is _____
6. If any dispute arises between the parties with respect to this agreement, any application or suit shall be instituted only in the court with the local limits of whose jurisdiction the National High Speed Rail Corporation Ltd. is situated and both the parties shall be bound by this clause.

IN WITNESS whereof the parties hereto have caused this Agreement executed the day and year first before written.

(Name, Designation and address
of the authorized signatory)

(Name, Designation and address of
the authorized signatory)


Signature of the NHSRCL
By: Chief Project Manager

उप परियोजन प्रबंधक
National High Speed Rail Corporation Ltd.
राष्ट्रीय उच्च गतिरेल नियम लिमिटेड
वडोदरा/Vadodara

Signature of the Tenderer

Section-6: Annexures/ Performa's

Signed for and on behalf of the Agency in the presence of:

Signed for and on behalf of the Employer in the presence of:

Witness:

Witness:

1.

1.

2.

2.

Name and address of the witnesses to be indicated



Signature of the NHSRCL
Sd/- Chief Project Manager

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

Signature of the Tenderer

Annexure-3

A PROFORMA OF BANK GUARANTEE

(On Non Judicial Stamp Paper of adequate value as per the Jurisdiction)

To

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

[Acting through _____ (Project Incharge) &
Address of the Project]

WHEREAS _____ [name and address of Contractor] (hereinafter called "the Contractor") has undertaken, in pursuance of Contract No. _____ dated _____ to execute the work of "....."
....."
(hereinafter called "the Contract.");

AND WHEREAS it has been stipulated by you in the said Contract that the Contractor shall furnish you with a Bank Guarantee by a scheduled bank for the sum specified therein as security for compliance with his obligations in accordance with the Contract;

AND WHEREAS we have agreed to give the Contractor such a Bank Guarantee;

NOW THEREFORE we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Contractor, up to a total of _____ [amount of Guarantee], _____ [amount in words], such sum being payable in the types and proportions of currencies in which the Contract Price is payable, and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of _____ [amount of Guarantee] as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the Contractor before presenting us with the demand.



Signature of the NHSRCL
Dy. Chief Project Manager

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

Signature of the Tenderer



Tender No.: NHSRCL/BRC/2019-20/27

Auction for Cutting & Disposal of Trees in Kheda district (on as and where basis) for Mumbai Ahmedabad High Speed Railway (MAHSR) Project of NHSRCL.

Section-6: Annexures/ Performa's

We further agree that no change or addition to or other modification of the terms of the Contract or of the Works to be performed there under or of any of the Contract documents which may be made between you and the Contractor shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification.

This guarantee shall be valid up to _____ (a date 60 days from the date of completion of work).

SIGNATURE AND SEAL OF THE GUARANTOR

Name of Bank: _____

Address: _____

Date: _____

Signature of the NHSRCL

Dy. Chief Project Manager

उप परियोजन प्रबंधक

National High Speed Rail Corporation Ltd.

राष्ट्रीय उच्च गतिरेल निगम लिमिटेड

वडोदरा/Vadodara

Signature of the Tenderer

Section-7
Letter of Price Bid

Date: _____

To,
The Chief Project Manager/ Vadodara,
National High-Speed Rail Corporation Ltd,
3rd floor, Productivity House,
Productivity Road, Alkapuri,
Vadodara-390007

Subject: Auction for Cutting & Disposal of Trees in Kheda district (on as and where basis) for Mumbai Ahmedabad High Speed Railway (MAHSR) Project of NHSRCL.

1. I/We _____ (Name of the Bidder) have examined and have no reservations to the Bidding Documents, including addenda issued in accordance with Instructions to Bidders.
2. I/We _____ (Name of the Bidder) offer to execute in conformity with the Bidding Documents and Technical Bid the following Works:-
"Auction for Cutting & Disposal of Trees in Kheda district for Mumbai Ahmedabad High Speed Rail (MAHSR) Project of NHSRCL."
3. The total offer price of our Bid is _____ (in Figures & Words).
4. I/We _____ (Name of the Bidder), have read the various conditions to the Tender attached hereto and hereby agree to abide by the said conditions. I/We also to keep this tender open for acceptance for a period of 90 days from the date fixed for opening the same and in default there of I/We will be liable for forfeiture of my/our earnest money deposit. I/We offer to do the work for National High Speed Rail Corporation Limited (hereinafter referred as "NHSRCL"), 3rd floor, Productivity House, Productivity Road, Alkapuri, Vadodara-390007, at the rates quoted in the attached Schedule and hereby bind myself/ourselves to complete the work in all respect as per the time lines fixed in the Tender conditions.
5. I/We also hereby agree to abide by the General Conditions of Contract and Tender conditions.
6. If our Bid is accepted, we commit to obtain a Performance Security in accordance with the Bidding Documents.
7. We understand that you are not bound to accept the Highest evaluated Bid or any other Bid that you may receive.



Signature of the NHSRCL

Dy. Chief Project Manager

उप परियोजन प्रबंधक

National High Speed Rail Corporation Ltd.

राष्ट्रीय उच्च गतिरेल निगम लिमिटेड

वडोदरा/Vadodara

Signature of the Tenderer

Section-7: Letter of Price Bid

8. The value of the earnest money shall stand forfeited without prejudice to any other rights or remedies if:
- 8.1. I/We do not execute the contract documents within Seven days after receipt of notice issued by the NHSRCL that such documents are ready
- OR
- 8.2. I/We do not commence the work within Ten days after receipt of orders to that effect.
9. Until a formal agreement is prepared and executed, acceptance of this Tender shall constitute a binding Contract between us subject to modifications as may be mutually agreed to between us and indicated in the letter of acceptance of my/our offer for this work.
10. If, I/We do not execute the contract agreement, the NHSRCL may determine such Tenders has abandoned the contract, and there upon my/our Tender and acceptance thereof shall be treated as cancelled and the NHSRCL be entitled to forfeit full amount of Earnest Money Deposit and to recover the liquidated damages for such default.

Signature of Witness: -

Signature of Tenderer(s)

1)

Date: -

.....

Tenderer's Address: -

2)

.....

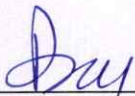
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Signature of the NHSRCL
Dy. Chief Project Manager
उप परियोजन प्रबंधक
National High Speed Rail Corporation Ltd.
राष्ट्रीय उच्च गतिरेल निगम लिमिटेड
वड़ोदरा/Vadodra

Signature of the Tenderer

Section-8
Bill of Quantities



Signature of the NHSRCL
Dy. Chief Project Manager

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

Signature of the Tenderer

Section-8: Bill of Quantities (BOQ)

Bill of Quantities

S. No	Description of Item	Unit	Quantity	Offered Rate (in Rs.)	Offered Amount (in Rs.)
	<p>Cutting among the list of the species and disposal of all types of standing trees as approved by Forest Department and NHSRCL. The work includes deployment of experts/ trained personals for proper planning, supervision & execution of work and scope of work as described in complete tender document. List indicating tree species and approval for cutting from the concerned government authority are attached for reference.</p> <p>The Contractor in consultation with the Engineer's representative shall jointly shortlist the list of trees to be cut and shall obtain the prior approval from NHSRCL for the list of trees to be cut on progressive manner</p>				
NS-1	Nilgiri	each	11108		
NS-2	Limdo	each	375		
NS-3	Gorasambli	each	204		
NS-4	Bavad	each	158		
NS-5	Amba	each	118		
NS-6	Piludi	each	86		
NS-7	Harelo	each	60		
NS-8	Kanjo	each	57		
NS-9	Arduso	each	43		
NS-10	Samdi	each	28		
NS-11	Asopalav	each	15		
NS-12	Saag	each	15		
NS-13	Rayan	each	14		
NS-14	Other Species such as Vaas, Palm, Maleshiyan Limada, Surbavad, Amla, Gulmohar, Jambu, Chiku, Nariyali, Situdi, Limbu, Khati Amla, VAKHADO, Jamfal, Sargava, Chandan, Gundo, Bordi, Pipado, Mahudo, Jeji, Umedo, Kothi, Sitafal, Champo, Bambu, Billi, Falsha, Gando Bawal, Sadar,	each	466		

[Signature]

Signature of the NHSRCL
By: Chief Project Manager

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


Signature of the Tenderer

Section-8: Bill of Quantities (BOQ)

S. No	Description of Item	Unit	Quantity	Offered Rate (in Rs.)	Offered Amount (in Rs.)
	Sevan, Sukhad, Sukhet Papiya, Akoli, Asatari, Dheki, Fanash, Haldhar, Khajuri, Mithi Ambli, Mithi Limadi, Anjir, Dadam, Vad				
Total Amount (in figures) =					
Total Amount in Words:					

Note:

- 1) The Bidder shall quote rates inclusive of all Plant & machinery, labour, supervision, materials, consumables, insurance, profit, overheads, duties, royalties, temporary supports together with all general risks, liabilities, and obligations set out or implied in the Contract; and Price/rates quoted by the contractor in respect of the contract.
- 2) The above Quantities are tentative and the same may vary during the actual execution of work.
- 3) The responsibility of removal of all the hurdles and making temporary roads etc. for the tree cutting work would be with the contractor, for which additional machineries would be required to be deployed by the contractor. Nothing extra shall be paid towards the same.



Signature of the NHSRCL
By: Chief Project Manager

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

Signature of the Tenderer

Section-9
List of tree Species

S. No	Type of Tree Species	Quantity (in Nos)
1	Akoli	1
2	Amba	118
3	Amla	28
4	Anjir	1
5	Arduso	43
6	Asatari	1
7	Asopalav	15
8	Bambu	2
9	Bavad	158
10	Billi	2
11	Bordi	8
12	Champo	3
13	Chandan	10
14	Chiku	22
15	Dadam	1
16	Dheki	1
17	Falsha	2
18	Fanash	1
19	Gando Bawal	2
20	Gorasambli	204
21	Gulmohar	27
22	Gundo	9
23	Haldhar	1
24	Harelo	60
25	Jambu	27
26	Jamfal	11



Signature of the NHSRCL
Dy. Chief Project Manager

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National High Speed Rail Corporation Ltd.
राष्ट्रीय उच्च गतिरेल निगम लिमिटेड
वडोदरा/Vadodara

Signature of the Tenderer

Section-9: List of tree Species

S. No	Type of Tree Species	Quantity (in Nos)
27	Jeji	4
28	Kanjo	57
29	Khati Amli	16
30	Khajuri	1
31	Kothi	4
32	Limbu	17
33	Limdo	375
34	Mahudo	5
35	Maleshiyan Limada	32
36	Mithi Ambli	1
37	Mithi Limadi	1
38	Nariyali	18
39	Nilgiri	11108
40	Palm	38
41	Papiya	2
42	Piludi	86
43	Pipado	6
44	Rayan	14
45	Saag	15
46	Sadar	2
47	Samdi	28
48	Sargava	11
49	Sevan	2
50	Sitafal	4
51	Situdi	17
52	Sukhad	2
53	Sukhet	2
54	Surbavad	30


Signature of the NHSRCL
By, Chief Project Manager

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

Signature of the Tenderer

Section-9: List of tree Species

S. No	Type of Tree Species	Quantity (in Nos)
55	Umedo	4
56	Vaas	75
57	Vad	1
58	Vakhado	11



Signature of the NHSRCL
Dy. Chief Project Manager

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

Signature of the Tenderer

END OF THE DOCUMENT



Signature of the NHSRCL
Dy. Chief Project Manager

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

Signature of the Tenderer