



Tender Notice No. NHSRCL(ST)/MA/CE04/Tree Cutting-DNH/153.2(R)/2019
Auction for Cutting & Disposal of trees in Dadar & Nagar Haveli for Mumbai Ahmedabad High Speed Railway
(MAHSR) Project of NHSRCL.

Bidding documents

For

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**Auction for Cutting & Disposal of Trees in Dadar & Nagar Haveli for
Mumbai Ahmedabad High Speed Railway (MAHSR) Project of NHSRCL.**

Issued from:

Office of Chief Project Manager (Surat),
Mumbai Ahmedabad High Speed Railway (MAHSR),
National High Speed Rail Corporation Ltd (NHSRCL),
Office No.1001 to 1006, 10th Floor, Swatisk Universal,
Opposite Central Mall, Dumas Road,
Rundh, Surat-395007, Gujarat

सतीश कुमार चौरसिया / Satish Kumar Chourasiya
उप मुख्य परियोजना प्रबंधक (जनरल) / Dy. Chief Project Manager (Civil)
राष्ट्रीय हाईस्पीड रेल निगम लिमिटेड
National High Speed Rail Corporation Limited
सुरत / Surat.



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TENDER DOCUMENTS

Name of the work: **Auction for Cutting & Disposal of Trees in Dadar & Nagar Haveli for Mumbai Ahmedabad High Speed Railway (MAHSR) Project of NHSRCL.**

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Part I

TENDER NOTICE

1. National High-Speed Rail Corporation Limited invites tender from well-established, reputed and eligible agencies to provide the services of **Auction for Cutting & Disposal of Trees in Dadar & Nagar Haveli for Mumbai Ahmedabad High Speed Railway (MAHSR) Project of NHSRCL**. on complete job basis. The detailed information, terms and conditions for the tender of Cutting of trees in connection with Mumbai Ahmedabad High speed Railway Project are available on request from **Office of Chief Project Manager, National High Speed Rail Corporation Ltd, Office No.1001 to 1006, 10th Floor, Swatisk Universal, Opposite Central Mall, Dumas Road, Rundh, Surat-395007** Sealed tender offers should reach in office of Chief Project Manager, National High Speed Rail Corporation Ltd, Office No.1001 to 1006, 10th Floor, Swatisk Universal, Opposite central Mall, Dumas Road, Rundh, Surat-395007 latest by 23.12.2019 by 3.00 PM (15:00 hrs) 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. **It may be noted that tender will be summarily rejected if it is submitted beyond the stipulated date and time.** 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 and would not be responsible for any delay/ loss/ miss-delivery of tender document.
2. **Scope of works** -: The scope of the work includes *Cutting & Disposal of Trees in Dadar & Nagar Haveli for Mumbai Ahmedabad High Speed Railway (MAHSR) Project of NHSRCL*. Cutting of trees at the locations identified in the tender includes the deployment of machineries & experts and the trained personals for proper planning, supervision and execution of works, running maintenance & repair expenses, fuel, lubricants and any other consumables required from time to time. The tree cutting would include disposal of the cut trees & site clearance. Pre-planning of the tree cutting including the deployment of machineries, if any, should be done by the successful tenderer. During execution of work, all manpower, machinery, material and safety of adjacent property and public will be the sole responsibility of the contractor.
3. Duration of works -: 60 days.



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4. The Agency/ Contractor must have PAN and should submit copies of the same.
5. Site Mobilization -: The successful tenderer should ensure that the work begins within 15 days from the date of issue of letter of acceptance, if all other contractual obligations are fulfilled.
6. Interested Bidders may obtain further information from the following office address:

Chief Project Manager,
National High Speed Rail Corporation Ltd (NHSRCL),
Office No.1001 to 1006, 10th Floor, Swatisk Universal,
Opposite central Mall, Dumas Road, Rundh, Surat-395007
Contact No. : 9725218502, e-mail -: dycpmciv2.st@nhsrcl.in
7. A complete set of Bidding Documents, may be downloaded by the interested Bidders from our web-site nhsrcl.in > tenders > active tenders. A non-refundable fee of Rs. 5,900/- which includes GST @ 18% shall be deposited along with the tender submission in the form of DD or Banker's cheque from any Nationalized bank in favor of "National High Speed Rail Corporation Limited" payable at New Delhi. The Bidding documents shall be available on NHSRCL website.
8. A copy of Instructions to Bidders is attached with the bid documents.
9. Bids must be delivered to the address specified in the bid documents on or before 3 PM (15:00 hrs) of 23.12.2019 and must be accompanied by an Earnest money deposit of Rs. 2 lacs (Rs. Two lacs only).
10. Deleted
11. Interested Bidder, are invited to attend a Pre-Bid meeting to be held on 16/11/2019. The venue and time are as follows:

Venue : Chief Project Manager,
National High Speed Rail Corporation Ltd (NHSRCL),
Office No.1001 to 1006, 10th Floor, Swatisk Universal,
Opposite central Mall, Dumas Road, Rundh, Surat-395007

Time : 1100 hrs.

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Participation in this pre-Bid meeting is optional.

12. After the Pre-bid meeting, site inspection may be arranged by NHSRCL to the participant bidders, if required.
13. Last date of seeking any clarification/ raising query through e-mail provided in this tender document: 17/12/2019 till 1500 hrs.
14. The competent authority 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.
15. THE GOA, DAMAN & DIU PRESERVATION OF TREES ACT 1984 (Act No.6 of 1984), Forest Department, Notification 14-3(16)83/Misc/FOR/4003 i.e. PTA 1984 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.
16. The validity of the tender offer shall be 90 days from the date of the opening.
17. The bidder who shall quote the highest bid will be awarded the work.
18. The successful tenderer will be wholly responsible for the Safety of workmen, machinery & nearby people and structure where tree cutting is to be done.

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Part II

TERMS OF REFERENCE (TOR)

1. **Scope of works** -: The successful bidder shall be bound to follow all the statutory provisions before the disposal of felled trees.
2. **Location of works** -: Location of work is 02 villages namely Naroli & Dhapsa in DNH from where MAHSR Alignment is passing through. The trees to be cut are currently standing in the land pockets of these two villages. Annexure - A and annexure - B may be referred for details. Alignment of MAHSR may be seen from NHSRCL website (www.nhsrcl.in). The locations are indicative only for references and the tenderers are advised to visit the locations for proper assessment before submitting their offer.
3. **KEY TASK AND RESPONSIBILITY**
 - a) Successful tenderer shall execute the work in time as per work order in full coordination with NHSRCL.
 - b) The successful tenderer will be solely responsible for its manpower and operations of the tree cutting.
 - c) Cut trees shall be the property of the successful bidder. The arrangement of transportation and disposal shall be the responsibility of successful bidder. All the necessary approvals and clearance shall be obtained by the successful bidder himself from the respective govt. authorities. For this purpose, Necessary assistance shall be provided by NHSRCL, if required.
 - d) All Acts, Rules, Regulations & Statutory requirements of DNH to be followed by the successful bidder.
 - e) However, all the trees at site are of medium and larger size, there are hardly any tree which is smaller in size. Contractor shall ensure that trees of 230 mm girth and lesser size are left uncut for the purpose of transplantation. To ensure this, contractor shall jointly prepare a list of such trees with engineer's representative before start of cutting work.
4. The successful tenderer should work out in detail with NHSRCL officials, if needed, regarding the planning of tree cutting works with machine deployment planning.

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5. 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 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.
6. 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.
7. 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.
8. **Earnest money deposit :-** The agency shall furnish an Earnest Money Deposit (EMD) of INR. Rs. 2 lacs. (Rs. Two Lac only) by crossed Demand Draft/Banker's Cheque/ Fixed Deposit Receipts drawn by State Bank of India or any nationalized bank or Schedule Bank of India in favor of NATIONAL HIGH-SPEED RAIL CORPORATION LIMITED, Payable at New Delhi. Please note that no interest is payable on EMD for the period it is with NHSRCL. Fixed Deposit Receipt should be from Scheduled Bank endorsed in the favor of client/Employer i.e. NATIONAL HIGH-SPEED RAIL CORPORATION LIMITED, Payable at New Delhi. **Bid Received Without Earnest Money Shall be Summarily rejected.**
9. Earnest Money Deposit shall be released after the completion of all works.
10. The tenderer should sign and affix his/his firm's stamp at each page of the tender and all its Annexure as the acceptance of the offer by the tenderer will be deemed as a contract.
11. The said Earnest Money Deposit will not bear any interest and the earnest money of unsuccessful tenderer would be returned without any interest after finalization of the contract.

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12. All entries in the tender should be legible and filled clearly. If the space provided for furnishing the information is insufficient, a separate sheet duly signed by the authorized signatory may be submitted.
13. In case of partnership firms, a copy of the partnership agreement and general power of attorney duly attested by Notary Public should be furnished on stamp paper duly sworn in and affirmed by all the partners admitting the execution of the partnership agreement and the general power of the attorney, which is to be submitted along with the tender documents. The attested copy of the Certificate of Registration of firm and the names of the authorized partner to interact with NHSRCL should also be attached along with the tender documents.
14. No bidding firm will be allowed to withdraw its bids after tender offers have been opened. If any firm intends to withdraw after opening of tender offer, its EMD will be forfeited.
15. Opening of Tender: The tenderer is at liberty to be present himself or authorize not more than one representative for the same at the opening of the tender. The representative attending the opening of the tender on behalf of the tenderer should bring with him a letter of authority from the tenderer and proof of identification.
16. The contract is not transferable.

17. Performance Guarantee (P.G.):

- a) On acceptance of tender the successful tenderer shall have to submit performance guarantee amounting to 110% of the contract value in the form of irrevocable Bank Guarantee or FDR from Nationalized or scheduled bank only in favor of NATIONAL HIGH-SPEED RAIL CORPORATION LIMITED. The Performance Guarantee shall be submitted within 15 (Fifteen) days from the date of issue of Letter Of Acceptance (LOA).
- b) This Guarantee shall be initially valid up to the stipulated date of completion plus 60 days beyond that. In case, the time limit for completion of work gets extended, the contractor shall give the validity of Performance Guarantee extended to cover such extended time for completion of work plus 30 days.
- c) The Performance Guarantee (PG) shall be released, if contractor submit to

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NHSRCL, the amount equivalent to value of PG.

- d) Wherever the contract is rescinded, the EMD shall be forfeited and the EMD shall be encashed and the balance work shall be got done independently without risk and cost of the failed contractor, the failed contractor shall be debarred from participating in the tender for executing the balance work.
- e) Format of BG (Performance Security) shall be provided to successful bidder after award of work, if required.
- f) The NHSRCL shall not make a claim under the Performance Guarantee except for amount to which the NHSRCL is entitled under the contract in the event of: -
- (i) Failure by the contractor to extend the validity of the Performance Guarantee as describe herein above, in which event the engineer may claim the full amount of the Performance Guarantee.
 - (ii) Failure by the contractor to pay NHSRCL any amount due, either as agreed by the contractor or determined under any of the Clauses/Conditions of the agreement.
 - (iii) The contract being determined or rescinded under provision of this contract, the Performance Guarantee shall be forfeited in full and shall be absolutely at the disposal of the NHSRCL.

18. TERMINATION

NHSRCL may terminate the contract, if accepted amount (and PBG, if applicable) is not deposited to NHSRCL within 15 days of issue of LOA.

19. ARBITRATION

1. Any dispute, if so, arising amongst the contracting parties shall be resolved by arbitration. The arbitration shall be conducted in English language and the venue of the arbitration shall be in Delhi.
2. The sole arbitrator will be appointed by the Managing Director, NHSRCL, New Delhi, whose decision in this regard will be final & binding.

20. JURISDICTION



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Format for Submission of Information

Name of Work: Auction for Cutting & Disposal of trees in Dadar & Nagar Haveli for Mumbai Ahmedabad High Speed Railway (MAHSR) Project of NHSRCL

A. Agency's / Contractor's Profile

Sl No.	Particulars	Details to be provided by the applicant
1	Name of Bidder/ Agency (Attach copy of certificate of registration, if any)	
2	Name of proprietor / Director of Agency	
3	Full Address of Regd. Office	
	Telephone No.	
	E-Mail ID	
	Website	
	Mobile No. of Proprietor / Director	
4	PAN / GIR No. (Attach copy)	
5	Goods and Service Tax Registration No. (Attach copy)	

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Part III

Financial offer by the bidder

Item No.	Description of work	Unit	Approx. Quantity of trees	Avg. Rate per Tree (in Rs.) in words and digits	Total Amount (in Rs.) in words and digits
1.	Cutting and disposal of all types of standing trees as approved by DCF, Silvasa and as mentioned in the list. 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 of trees indicating their species and approval for cutting from the concerned government authority are attached for reference.	Nos.	873		

Note:

1. Amount of the accepted value shall be deposited to NHSRCL without making any tax/ deduction, through demand draft of 100 % value or BG of 110 % value within the prescribed duration.
2. If successful bidder submits BG or SD, the bidder shall deposit the accepted amount to NHSRCL (through DD) from the date of issue of LOA in maximum 4 equal installments on biweekly basis. On compliance of this and on submission of full amount to NHSRCL, BG shall be returned. If contractor fails in submitting DDs of required amount, BG shall be encashed.
3. Only those trees to be cut for which approval is obtained by NHSRCL from forest department. List of trees and copy of approval are attached for reference. Contractor should ensure that No tree outside the boundary/ ROW of MAHSR shall be cut.

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4. Trees of Khajurdi & Cocunut are also standing at site. These trees shall also be required to be cut and shall be disposed by the contractor. No cost to be claimed against these trees by either party.

ANNEXURE- A

Details of All Villages and District Under Surat Section							
S.N.	DNH	VALSAD	NAVSARI	SURAT	BHARUCH	VADODARA	REM
1	NAROLI	ZAROLI	UNDACH VANIYA FALIYA	KACHOLI	UNTIYADARA	MESRAD	DNH
2	DHAPSA	NAGWAS	VANKAL	BHATIA	RAVIDRA	MANGROL	VALSAD
3	~	BORIGAON	GHEKTI	PARDI (KACHHOLI)	PANOLI	KAMBOLA	NAVSARI
4	~	ACHCHHARI	NANDARKHA	RAVLA ALIAS	ALONJ	BODAKA	SURAT

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				VAKTANA			
5	~	DUNGRA	KESALI	BONAND	UMARWADA	HANDOD	BHARUCH
6	~	KARVAD	PATI	GOJA	AMBOLI	KHANDA	VADODAR
7	~	KOCHARVA	DESHAD	TIMBARVA	BOJDARA	MANPUR	Total =
8	~	RATA	KHERGRAM	MOHINI	ANKLESVAR	PINGALWADA	
9	~	PANDOR	VADSANGAL	NIYOL	DIVA	UNTIYA (MEDHAD)	
10	~	AMBACH	DHANORI	ANTROLI	SARFUDDIN	MEDHAD	
11	~	PARIA	PATHRI (GANDEVI)	VANKANEDA	KUKARWADA	GOSINDRA	
12	~	DASWADA	MANEKPOR	VARELI	DAHEGAM	VIRPUR	
13	~	DUNGRI	PINJARA	KAPODARA	KANTHARIYA	THIKARIYA MUBARAK	
14	~	VELPARVA	ICCHAPOR	OVIYAN	THAM	SHIHOR	
15	~	SUKHLAV	KHADSUPA	KOSMADA	MAHUDHALA	ITOLA	
16	~	KHUMBHARIYA	KACHHOL	KHADSAD	DEROL	CHANSAD	
17	~	BALDA	SISODRA (GANESH)	PASODARA	TRALSI	KHALIPUR	
18	~	BINWADA	NASILPOR	LASKANA	TRALSA	MARETHA	
19	~	CHANVAI	VIRWADI	KHOLVAD	PIPALIA	CHAPAD	
20	~	PATHRI	DHARAGIRI	KATHOR	PARIEJ	TALSAR	
21	~	JUJWA	AMADPOR	GHALUDI	KARELA	MANEJA	
22	~	GHADOI	AMRI	SHEKHPUR	PADARIYA	VADSAR	
23	~	GORWADA	PADGHA	KUDSAD	VANTARSA	MANJALPUR	
24	~	PALAN	VEJALPOR	MULAD	KOLHI VANTARSA	~	
25	~	KHAJURDI	PARTHAN	KIMAMLI	DORA	~	
26	~	ENDERGOTA	DHAMAN	KUMVARDA	TELOD	~	
27	~	SONWADA	DABHEL	KATHODARA	OCHHAN	~	
28	~	BHANJI FALIA	ASANA	TARSADI	~	~	
29	~	PANCHLAI	~	HATHURAN	~	~	
30	~	VAGHALDHARA	~	~	~	~	
Total	2	30	28	29	27	23	1

ANNEXURE- B

Districts UNDER Surat SECTION

S.N.	District	Chainage		Length (kms)	Nos. of village
		from	To		

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1	DNH (UT)	159.679	163.981	4.302	2
2	Valsad	155.718	159.679	3.961	30
		163.981	212.600	48.619	
3	Navsari	212.600	250.327	37.727	28
4	Surat	250.327	298.577	48.25	29
		301.579	302.915	1.336	
5	Bharuch	298.577	301.579	3.002	27
		302.915	349.446	46.531	
		349.616	358.214	8.598	
6	Vadodara	349.446	349.616	0.17	23
		358.616	393.992	35.376	
	TOTAL	159.679	393.992	237.872	139

ANNEXURE-C

FORMAT FOR AFFIDAVIT TO BE SUBMITTED BY TENDERER ALONG WITH THE TENDER DOCUMENTS

(To be executed in presence of public notary on non-judicial stamp paper of the value of Rs. 100/-. The stamp paper has to be in the name of the tenderer) **

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I..... (Name and designation) ** appointed
as the attorney/authorised signatory of the tenderer (including its constituents),

M/s (herein after called tenderer) for the purpose of the Tender documents for the
work of as per the tender No.of NHSRCL, do hereby solemnly affirm and state on the behalf of
the tenderer including its constituents as under:

1. I/ we the tenderer (s) am/are signing this document after carefully reading the contents.
2. I/ we the tenderer (s) also accept all the conditions of the tender and have signed all the pages
in confirmation thereof.
3. I/ we hereby declare that I/we have downloaded the tender documents from NHSRCL website
(www.nhsrcl.in) and CPP portal (<https://eprocure.gov.in/cpppp/>).
4. I/we have verified the content of the document from the website & CPP Portal and there is no
addition, no deletion or no alteration to the content of the tender document. In case of any
discrepancy noticed at any stage i.e. evaluation of tenders, execution of work or final payment
of contract, the master copy available with the NHSRCL administration shall be final and binding
upon me/us.
5. I/we declare and certify that I/we have not made any misleading or false representation in the
forms, statements and attachments in proof of the qualification requirements.
6. I/we also understand that my/our offer will be evaluated based on the documents/credentials
submitted along with the offer and same shall be binding upon me/us.
7. I /we declare that the information and documents submitted along the tender by me/us are
correct and I /we are fully responsible for the correctness of the information and documents,
submitted by us.
8. I /we understand that if the certificates regarding eligibility criteria submitted by us are found to
be forged/false or incorrect at any time during process for evaluation of tenders, it shall lead to
forfeiture of the tender EMD besides banning of business for a period of up to five year. Further,
I /we (insert name of the tenderer) **.and all my/our constituents understand that my/our offer
shall be summarily rejected.
9. I /We also understand that if the certificates submitted by us are found to be false/forged or
incorrect at any time the award of the contract, it will lead to termination of the contract, along
with forfeiture of EMD/SD and performance guarantee besides any other action provided in the
contract including banning of business for a period of up to five years.
10. I /we have not been debarred / blacklisted by any Govt. sector/PSUs/bilateral and multilateral
agency for the service, ever in the past.

Date:
Place:

Signature of authorized person

Name:



Tender Notice No. NHSRCL(ST)/MA/CE04/Tree Cutting-DNH/153.2/2019
Auction for Cutting & Disposal of trees in Dadar & Nagar Haveli for Mumbai Ahmedabad High Speed Railway
(MAHSR) Project of NHSRCL.

Seal:

DEPONENT

SEAL AND SIGNATURE
OF THE TENDERER

VERIFICATION

I/We above named tenderer do hereby solemnly affirm and verify that the contents of my/our above affidavit are true and correct. Nothing has been concealed and no part of it is false.

DEPONENT

SEAL AND SIGNATURE
OF THE TENDERER

Place:

Dated:

** The contents in Italics are only for guidance purpose. Details as appropriate are to be filled in suitably by tenderer.

GENERAL CONDITIONS OF CONTRACT

The General Conditions of Contract governing the execution of the works covered by this tender are the "IR Standard General Conditions of Contract, November 2018" of the Engineering Department issued on 05.11.2018 including all corrections and Amendments issued up to date. A copy of the booklet incorporating the above "IR Standard General Conditions of Contract, November 2018" may be perused through the path: www.indianrailways.gov.in/railwayboard >> "About Indian Railways" >> "Railway Board Directorates" >> "Civil Engineering" >> "Policy Matters" >> "IR General Conditions of Contract, Nov 2018".

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सतीश कुमार चौरसिया / Satish Kumar Chourasia
उप मुख्य परियोजना प्रबंधक (जनपद) / Dy. Chief Project Manager (Civil)
राष्ट्रीय हाईस्पीड रेल निगम लिमिटेड
National High Speed Rail Corporation Limited
सुरत / Surat.

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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, November 2018 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, November 2018 and NHSRCL, officer of equivalent grade of NHSRCL shall be referred.

SPECIAL CONDITIONS OF CONTRACT

Priority of Contract Documents: All tender documents forming the contract between NHSRCL and the Contractor are mutually explanatory of each other. Contract agreement to be signed within 28 days of issue of LOA.

In case of any conflict, discrepancy, inconsistencies, ambiguities between the various clauses/ documents in the contract, the order of priority shall be followed as mentioned per Contract Agreement.

However, the interpretation of Engineer/Employer shall be final in this regard. Decision of Engineer-in-charge will be final and binding to all.

PROFORMA-A

FORM OF AGREEMENT

AGREEMENT

THIS AGREEMENT made on _____ day of _____ (Month/year) between **National High Speed Rail Corporation Limited**, (hereinafter called "the Employer/Engineer") of the one part and _____ (name and address of the Contractor) (hereinafter called "the Contractor") of the other part.

सतीश कुमार चौरसिया / Satish Kumar Chourasiya
उप मुख्य परियोजना प्रबंधक (जनपद) / Dy. Chief Project Manager (Civil)
राष्ट्रीय हाईस्पीड रेल निगम लिमिटेड
National High Speed Rail Corporation Limited
सुरत / Surat.



Tender Notice No. NHSRCL(ST)/MA/CE04/Tree Cutting-DNH/153.2/2019
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(MAHSR) Project of NHSRCL.

WHEREAS the Employer is desirous that work of
"....."
"....."
"....." should be executed by the Contractor viz. **Contract No.**..... (hereinafter called "the Works", and has accepted a Bid by the Contractor for the execution and completion of such Works and the remedying of any defects therein.

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.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement:
 - (a) Contract Agreement
 - (b) Letter of Acceptance of Tender
 - (c) Addendum(s)/ Corrigendum(s), if any.
 - (d) Financial offer by bidders
 - (e) Special Conditions of the Contract
 - (f) Terms of Reference & Scope of Work
 - (g) Tender Notice
 - (h) General Conditions of Contract
 - (i) Other Relevant Standards/codes/ any other documents forming part of agreement.
3. In consideration of the payments to be made by the Contractor to the Employer 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 Contractor hereby covenants to pay the Employer in consideration of the execution and completion of the Works and the remedying of defects therein the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

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

सतीश कुमार चौरसिया / Satish Kumar Chourasiya
उप मुख्य परियोजना प्रबंधक (जनपद) / Dy. Chief Project Manager (Civil)
राष्ट्रीय हाईस्पीड रेल निगम लिमिटेड
National High Speed Rail Corporation Limited
सुरत / Surat.

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(MAHSR) Project of NHSRCL.

(Name, Designation and address of
the authorised signatory)

(Name, Designation and address of
the authorised signatory)

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

सतीश कुमार चौरसिया / Satish Kumar Chourasiya
उप मुख्य परियोजना प्रबंधक (जनपद) / Dy. Chief Project Manager (Civil)
राष्ट्रीय हाईस्पीड रेल निगम लिमिटेड
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