

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

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



**Mumbai Ahmedabad High-Speed Rail Project: Transplantation Of
Standing Trees By Tree Transplantation Machines In The State Of
Maharashtra**

Tender No.: NHSRCL/MUMBAI/CPM-I/18-19/19

TENDER DOCUMENT

2018-19

**National High Speed Rail Corporation Limited
1105 & 1106, 11th Floor, Universal Majestic,
Opposite RBK School, P.L. Lokhande Marg,
Govandi (West), Mumbai - 400 043.**

*Rachin Jain
Mgr/14*

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BID SUMMARY

Tender Notice No.	NHSRCL/MUMBAI/CPM-I/18-19/19
Name of Work	“Mumbai Ahmedabad High-Speed Rail Project: Transplantation Of Standing Trees By Tree Transplantation Machines In The State Of Maharashtra”
Client/ Employer	National High-Speed Rail Corporation Limited, New Delhi
Tender to be submitted / deposited / addressed (if it is sent by Post) to the office of	Chief Project Manager-I, National High Speed Rail Corporation Limited, 1105 & 1106, Eleventh Floor, Universal Majestic, Opposite RBK School, P.L. Lokhande Marg, Govandi (West), Mumbai - 400 043.
Estimated Cost	₹ 61,67,000/- (Sixty One Lakh Sixty Seven Thousand Only)
Cost of Tender document	₹ 5,900/- (Five Thousand nine hundred only) including GST @18%
Earnest Money Deposit	₹ 01,23,340/- (One Lakh Twenty Three Thousand Three Forty Only)
Completion period	06 (Six months)
Date and time of issue of tenders	10:30 hrs.to 16:00 hrs. on all working days from 08.01.2019 to 29.01.2018
Date and time of submission of tender	Up to 30.01.2019 up to 10:30 hrs.
Date and time of opening of Bid	On 30.01.2019 at 11:00 hrs.

**National High Speed Rail Corporation Limited
1105 & 1106, Eleventh Floor, Universal Majestic,
Opposite RBK School, P.L. Lokhande Marg,
Govandi (West), Mumbai - 400 043.**

NOTICE INVITING TENDER
(NIT)

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National High Speed Rail Corporation Limited
(A Joint Sector Company of Govt. of India and Participating
State Government)



NHSRCL/MUMBAI/CPM-I/18-19/19

NOTICE INVITING TENDER

Sub: Mumbai Ahmedabad High-Speed Rail Project: Transplantation Of Standing Trees By Tree Transplantation Machines In The State Of Maharashtra

1.0 Chief Project Manager - I, National High Speed Rail Corporation Limited, 1105 & 1106, Eleventh Floor, Universal Majestic, Opposite RBK School, P.L. Lokhande Marg, Govandi (West), Mumbai - 400 003 invites sealed Tender in prescribed forms for the above mentioned work.

Sl. No.	Name of Work	Time & Date of Submission	Earnest Money Deposit (₹)	Completion Period
1.0	“Mumbai Ahmedabad High-Speed Rail Project: Transplantation Of Standing Trees By Tree Transplantation Machines In The State Of Maharashtra”	Up to 30.01.2019 at 10:30 hrs.	₹ 01,23,340/- (One Lakh Twenty Three Thousand Three Forty Only)	06 (Six) Months

2.0	<p>The cost of Tender Document is ₹ 5,900 /- (Five Thousand nine hundred only) inclusive of GST@18%, in the form of DD or banker's cheque from any Nationalized or Scheduled Indian Bank in favour of “National High Speed Rail Corporation Limited”.</p> <p>The tender documents will be available for download on www.nhsrcl.in under the link “Tenders --→Active Tenders” and on CPP portal (https://eprocure.gov.in/cppp/)</p> <p>The cost of tender document should be submitted along with tender form in the form of Pay Order/Demand Draft/Fixed Deposit Receipt payable in favour of M/s National High Speed Rail Corporation Limited at New Delhi. Tenders received without tender fee shall be summarily rejected.</p>
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3.0	Completed original tender documents sealed in an envelope super-scribing the name of work; name of the bidder and address of the tender, shall be submitted at NHSRCL's office at address in Para 1.0 above on or before 10:30 hrs. on 30.01.2019 . Tender duly sealed in the prescribed manner above can also be sent through Registered Post/Courier so as to reach at the office address given in para 1.0 above not later than 10.30 hrs. on 30.01.2019 . Any tender received later than 10:30 hrs. at NHSRCL's office at Mumbai on 30.01.2019 shall be rejected and returned to the bidder unopened. Earnest Money Deposit of ₹ ₹ 01,23,340/- (One Lakh Twenty Three Thousand Three Forty Only) may be submitted in the form of Pay Order/Demand Draft/Fixed Deposit Receipt payable in favour of M/s National High Speed Rail Corporation Limited at New Delhi. Tender received without Earnest Money Deposit shall be summarily rejected.	
4.0	Tender shall be submitted in accordance with the terms of the "Instruction to Tenderers" in the attachment hereto, which forms part of this Notice Inviting Tender.	
5.0	National High Speed Rail Corporation Limited reserves the right to cancel the tender before submission/opening of tender, postpone the tender submission/opening date and to accept /reject any or all tenders without assigning any reasons thereof.	
6.0	Tenderer may note that they are liable to be disqualified at any time during the tendering process in case any of the information furnished by them is not found to be true. The decision of NHSRCL in this regard shall be final and binding.	
7.0	The validity of the offer shall be 90 days from the date of opening of the tender.	
8.0	Minimum Eligibility Criteria for Open Tenders Costing Above ₹ 50 Lakhs is as under:	
	<p>The tender must have successfully completed any of the following in last 07(seven) years, ending last day of month previous to the one in which tender is invited.</p> <p>Three similar works costing not less than amount equal to 40% of advertised value of the tender, or Two similar works costing not less than the amount equal to 50% of advertised value of tender, or One similar work costing not less than the amount equal to 80% of advertised value of the tender.</p>	<p>i) Similar nature of works physically completed within the qualifying period i.e. the last 7 financial years ending last day of month previous to the one in which tender is invited, shall only be considered in evaluating the eligibility criteria.</p> <p>ii) The total value of similar nature of works completed during the qualifying period, and not the total payments received within qualifying period, shall be considered. In case, final bill of similar nature of works has not been passed and final measurements have not been recorded, the paid amount including statutory deduction is to be considered. If final measurements have been recorded and work has been completed with negative variation, then also the paid amount with statutory deduction is to be considered. However, if final measurements have been recorded and work has been completed with positive variation but variation has not been sanctioned, original value or last sanctioned agreement value whichever is lower shall be considered for judging eligibility.</p>
	2. Total contract amount received during the last three years and in three	Should be a minimum of 150% of advertise tender value of work in support of which attested certificate from Employer/ Client,

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	financial year and in current financial year.	audited Balance Sheet duly certified by Chartered Accountant etc. should be submitted by the tender.
	3. Works costing less than 50 Lakhs	For works where advertised value is below 50.00 lakhs, but tenderers quoting their offer more than ₹ 50.00 lakhs, eligibility shall be evaluated with reference to face value of tender floated and not value of tender offer.
	If the tenderer does not submit any proof for meeting with the eligibility criteria as given above and Tender Conditions, along with the offer, the same will be considered incomplete and will be summarily rejected.	
9.0	Similar Nature work for the current work will be considered as “Work of Tree Transplantation for Govt/ Semi Govt/PSU ” .Necessary certificate along with photos to be attached.	
10.0	Rates should be quoted in BOQ only. Rate quoted elsewhere in the tender document or given in separate envelope shall not be evaluated and tender shall be considered incomplete.	
11.0	Any special conditions shall be brought out clearly in the forwarding letter. Any special condition quoted elsewhere in the tender document shall not be considered part of offer.	
12.0	A notarized affidavit shall be submitted on 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 in Instruction to tenderer.	
13.0	The tenderer should have minimum three(3) numbers of appropriate Tree transplanters, besides adequate number of complementary machines and other requisite resources to carry out the job in time supporting documents to be attached.	

NATIONAL HIGH SPEED RAIL CORPORATION LIMITED

Chief Project Manager - I,
National High Speed Rail Corporation Limited
1105 & 1106, Eleventh Floor, Universal Majestic,
Opposite RBK School, P.L. Lokhande Marg,
Govandi (West), Mumbai - 400 043.

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BIDDING APPLICATION

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BIDDING APPLICATION

To,

NATIONAL HIGH SPEED RAIL CORPORATION LIMITED
Acting through

**Chief Project Manager - I,
National High Speed Rail Corporation Limited
1105 & 1106, Eleventh Floor, Universal Majestic,
Opposite RBK School, P.L. Lokhande Marg,
Govandi (West), Mumbai - 400 043.**

Dear Sir,

I/We, _____ (Name and address of the Tenderer) have read the various terms and conditions of the tender documents attached herewith duly signed by me/us and agree to abide by the same. I/We also agree to keep this tender open for acceptance for a period of 90 days from the date fixed for opening the same.

I/We have quoted our rates in the Bill of Quantities taking into account all the above factors and we offer to do the work **"Mumbai Ahmedabad High-Speed Rail Project: Transplantation Of Standing Trees By Tree Transplantation Machines In The State Of Maharashtra"** quoted in the attached Bill of Quantities and hereby bind ourselves to complete the work in all respects within time schedule depicted in tender documents from the date of issue of letter of acceptance of tender.

I/We also understand that until a formal Contract Agreement is executed, Letter of Acceptance along with all tender documents shall constitute a binding contract between me/us and National High Speed Rail Corporation Limited.

Thanking you,

Yours faithfully,

Signature _____ in capacity of _____

_____ duly authorised to sign bids for and on behalf of:

(In Block capital letters)

Date this _____ day of _____ 2018

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INSTRUCTIONS TO TENDERER (ITT)

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Instructions to Tenderers (ITT)

1.0	General
1.1	Name of the Work: As indicated in 'Appendix to Tender. i.e. "Mumbai Ahmedabad High-Speed Rail Project: Transplantation Of Standing Trees By Tree Transplantation Machines In The State Of Maharashtra"
1.2	<p>The bidder should accompany the following documents duly sealed in the tender envelope:</p> <ul style="list-style-type: none"> i) Attested copies of Affidavit for sole proprietorship / partnership deed / memorandum and Articles of Association along with details pertaining to place of registration, principal place of business of the firm, etc. ii) Attested copy of power of attorney on non judicial stamp paper of appropriate value of the signatory of bid on behalf of the tenderer. iii) Earnest Money Deposit of ₹ 01,23,340/- (One Lakh Twenty Three Thousand Three Forty Only) may be submitted in the form of Pay Order/Demand Draft/Fixed Deposit Receipt payable in favour of M/s National High Speed Rail Corporation Limited at New Delhi. Tender received without Earnest Money Deposit shall be summarily rejected. iv) Attested copy of Goods and Service Tax Registration (as applicable) & PAN Card. v) Details of deployment of resources. vi) Last Three financial year's and current financial year audited Balance Sheet duly certified by Chartered Accountant for eligibility criteria @ 150% of Advertised Tender Value.. vii) Copies of the work completion certificates duly attested from the clients for having completed works of similar nature should be as per enclosed format. viii) The work experience certificate of works executed on back to back basis / Sub-let works shall not be considered. ix) The agency must have qualified and sufficiently experienced personnel (including at least one tree biologist/ silviculturist) and a minimum of three(3) number of appropriate Tree transplanters, besides adequate number of complementary machines and other requisite resources to successfully carry out the job in time(attach supporting documents) x) A copy of notarized affidavit 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 as Annexure C. 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 document duly self-attested by which they/he are/is qualifying the Qualifying Criteria mentioned in the tender document.
1.3	The work is proposed to be executed under the following relationship:

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a)	Client / Employer: Chief Project Manager-I, National High Speed Rail Corporation Limited, 1105 & 1106, Eleventh Floor, Universal Majestic, Opposite RBK School, P.L. Lokhande Marg, Govandi (West), Mumbai - 400 043. Mumbai - 400 013.
b)	Contractor: The successful Tenderer to whom the work is awarded shall become the Contractor who will execute the work.
1.4	Throughout these bidding documents, the terms “bid” and “tender” and their derivatives (“bidder”/ “Tenderer”) “bid/tendered”, “bidding”/ “tendering” etc are synonymous. Day means calendar day. Singular also means plural.
1.5	Scope of Work: The brief scope of work shall include but not limited to: The scope of work includes transplantation of the standing trees by tree transplanting machines at the locations identified in the tender including taking permission of transplantation from respective authorities, arrangement of deployment of machines, deployment of experts and trained officials for proper planning, supervision and execution of works, all running maintenance and repair expenses, fuel, lubricants and any other consumables required from time to time all taxes, duties, incidental charges, penalties etc as imposed by Central/ State/ Local government bodies, salary and other benefits admissible to staff. However, GST will be reimbursed only after having submitted the proof of having actually paid the above taxes/charges. The successful tender will provide sufficient tree transplantation machines for transplantation of standing trees in the identified locations. The tree transplantation would include excavation and digging out of the standing tree, feeling back, transportation to the new identified location, making pit and replantation of the tree. Further maintenance/ observation of transplanted tree till commencement of next monsoon. The responsibility of removal of all the hurdles and making roads etc would be with the contractor, for which additional machineries would be required to be deployed by contractor in addition to the tree transplantation machines. The efficient utilisation of machineries pre-planning of tree transplantation including the deployment of machineries should be done by the successful tender in consultation with NHSRCL. All resources including human, machinery and material resources, will be sole responsibility of the agency.
1.6	Tenderers may carefully note that they are liable to be disqualified at any time during the tendering process in case any of the information furnished by them is found to be inaccurate or untrue. Tenderers may carefully note that they are liable to be disqualified at any time during the tendering process in case any of the information furnished by them is found to be inaccurate or untrue.
1.7	A Tenderer shall submit only one bid in the capacity of an Individual or Sole Proprietor, Partnership firm or Company. Violation of this condition is liable to a Tenderer’s disqualification. Joint Venture (s) / Consortium (s)/ Association (s) cannot participate in this tender.
2.0	Rates / Prices/Costs
	The rates shall be offered in the enclosed “Bill of Quantity” (BOQ). The rates shall include cost of all activities, wages, all allowances and benefits, payment towards entitled medical and annual leave, PF & PF contributions, incidental costs, insurance (as applicable).

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3.0	BIDDING DOCUMENTS
3.1	Content of bidding documents The bidding documents include the following: Notice Inviting Tender (NIT) Bidding Application Instruction to Tenderer (ITT) Special Conditions of Contract (SCC) Proformas Bill of Quantities
3.2	The bidder is expected to examine all instructions, terms, conditions, forms, specifications 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.
4.0	COST OF BIDDING
4.1	The bidder shall bear all costs associated with the preparation and submission of the bid and the Employer will in no case be responsible or liable for these costs regardless of the conduct or the outcome of the bidding process.
5.0	UNDERSTANDING AND AMENDMENT OF TENDER DOCUMENTS
5.1	The bidder must obtain for itself on its own responsibility and its own cost all the information including risks, contingencies & other circumstances in execution of the work. It shall also carefully read and understand all its obligations & liabilities given in tender documents.
5.2	The bidder is advised to visit and examine the site where the work is to be executed and its surroundings or other areas as deemed fit by the bidder and obtain for itself on its own responsibility all information that may be necessary for preparing the bid and execution of the contract. The cost of visiting the site and collecting relevant data shall be at the bidder's own expenses. It is a condition of the tender that the Tenderer is deemed to have visited the site and satisfied himself with all the conditions prevailing including any difficulties for executing the work.
5.3	At any time prior to the deadline for submission of bids, Employer may for any reason whether at its own initiative or in response to any request by any prospective bidder amend the bidding documents by issuing Corrigendum, which shall be part of the Tender documents. The amendment shall also be published in NHSRCL website (www.nhsrcl.in) and on CPP portal (https://eprocure.gov.in/cppp/). Non-inclusion of corrigendum shall be considered incomplete submission and such offers shall be liable for rejection
5.4	Employer may at its discretion extend the deadline for submission of the bids at any time before the time of submission of the bids and the same will be published in NHSRCL website (www.nhsrcl.in) and on CPP portal (https://eprocure.gov.in/cppp/).
6.0	Language of Bid
6.1	The bid prepared by the bidder and all documents related to the bid shall be written in English.

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7.0	Signing of all Bid Papers and Completing Bill of Quantities
7.1	All the pages of the tender documents, Bill of Quantities and accompanying documents must be properly stamped and signed by the authorized signatory holding the Power of Attorney on each page. (The bidder is to enclose a copy of Power of Attorney).
7.2	The bidder must fill and submit the prices and % rate above or below as per instructions given in Bill of Quantities. He shall not make any addition or alteration.
7.3	Any overwriting, erasures or cancellations shall only be valid, if they are initialed by the signatory (ies) to the bid.
8.0	DEVIATIONS
8.1	The bidder should clearly read and understand all the terms and conditions, specifications, corrigendum etc. mentioned in the original tender documents. If the Tenderer has any observations, the same may be indicated in his forwarding letter along with the tender. The Tenderer is advised not to make any corrections, additions or alterations in the original bid documents. If bidder makes any correction in his own entries the same shall be initialed and stamped by him. If this condition is not complied with, bid is liable to be rejected.
9.0	Deadline for submission of tender
9.1	The tender duly filled must be received by Employer at address specified not later than the date and time as mentioned in the "Notice Inviting Tender".
9.2	Any tender related documents received later than the deadline prescribed for submission of tender by Employer shall be rejected.
9.3	Tender brought to the office of Employer later than the deadline prescribed but before the opening time mentioned in the bidding document shall be declared as delayed tender and may be considered by Employer and decided on its merits. The decision of the Employer shall be final and binding.
9.4	Any Tender received after opening of the tender shall be rejected and returned unopened to the Tenderer.
10.0	Withdrawal of tender
10.1	No tender can be withdrawn after submission and during tender validity period.
10.2	Submission of a tender by a Tenderer implies that he had read all the tender documents including amendments if any, visited the site and has made himself aware of the scope and specifications of the work to be done, local conditions and other factors having any bearing the work.
11.0	Sealing and Marking of tender document
11.1	The bidder shall submit the sealed tender in original clearly mentioning the name of work, due date and time of submission of the tender, name and address of the bidder and address of the tenderer. All documents should be submitted in one envelope unless specified.
12.0	Transfer of tender documents

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	Transfer of Tender documents purchased by one intending Tenderer to another Tenderer is not permissible. Tenderer can submit tender only on the documents purchased by him.
13.0	Earnest money
13.1	Earnest Money Deposit
	The Tenderer must furnish the Earnest Money as indicated in Notice Inviting Tender' for the work as specified failing which the tender shall be summarily rejected. The Earnest Money may be in any one of the following forms:
	<p>a. Pay Order/Demand Draft of any Scheduled Bank in India in favour of National High Speed Rail Corporation Limited payable at New Delhi. It is mandatory for bidders to provide their bankers details (name of bank and branch) along with their own bank details (account no., name of account holder, NEFT / RTGS details).</p> <p>b. Fixed Deposit Receipt issued by any Scheduled Bank in India endorsed in favour of National High Speed Rail Corporation Limited payable at New Delhi.</p> <p>c. No interest shall be allowed on Earnest Money Deposit.</p> <p>d. Any firm recognized by Department of Industrial Policy and Promotion(DIPP) as 'Startups' shall be exempted from payment of earnest money deposit detailed above.</p> <p>For the successful Tenderer, earnest money will be retained as part of the security deposit.</p>
13.2	Forfeiture of Earnest Money:
	The Earnest Money of the successful Tenderer is liable to be forfeited if he fails to: sign the Contract Agreement in accordance with the terms of the tender, or Commence the work within the time period stipulated in the tender.
	In case of forfeiture of EMD, the Tenderer shall be debarred from bidding in case of re-invitation of the tenders.
13.3	Return of Earnest Money:
	The Earnest Money of the unsuccessful Tenderers in the form of FDR shall be discharged and returned as promptly as possible and the Earnest Money in the form of DD/Pay Order shall be directly credited to his bank account through Electronic Fund Transfer, under advice to the bidder.
14.0	Period of validity of the tender
14.1	The tender shall remain valid for the period indicated in "NIT" after the date of the opening of the tender. If the Tenderer gives validity period less than that fixed/prescribed by Employer, the tender shall be liable to be rejected.
14.2	Notwithstanding the above clause, Employer may solicit the Tenderers' consent to an extension of the validity period of the tender. The request and the response shall be made in writing.
15.0	Submission of tenders

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15.1	The tender shall be submitted on or before the due date and time with all the relevant documents as mentioned in the tender documents and the following:
	Forwarding letter of the Tenderer. Any special conditions shall be brought out clearly in the forwarding letter. Any special condition quoted elsewhere in the tender document shall not be considered part of offer.
15.2	Before submitting the tender, the Tenderer/s will be deemed to have satisfied himself by his actual inspection of the site, climatic condition records from state government and/or Indian Meteorological Department and the locality of the works that all conditions liable to be encountered during execution of the works are taken into account and that the rates quoted by the Tenderer/s in the tender schedule are adequate and all-inclusive for the completion of works to the entire satisfaction of the Officer-in-charge.
16.0.	Bid opening and evaluation
16.1	Tenders will be opened at the address mentioned in "Notice Inviting Tender" in presence of Tenderers or authorized representatives of Tenderers who wish to attend the opening of tenders. Physical presence during Bid opening is optional.
16.2	Tenderers or their authorized representatives who are present shall sign register in evidence of their attendance.
16.3	Tenderers name, presence or absence of requisite total cost of work quoted or any other details as Employer may consider appropriate will be announced and recorded at the time of bid opening.
17.0	Negotiation
17.1	<p>The Employer/Officer-in-charge reserves the right to negotiate the offer submitted by the Tenderer/s to withdraw certain conditions or to bring down the rates to a reasonable level. The Tenderer must note that during negotiation of rates of items of BOQ can only be reduced and not increased by the Tenderer. In case the Tenderer introduces any new condition or increases rates of any item of BOQ, his negotiated offer is liable to be rejected and the original offer shall remain valid and binding on him.</p> <p>Should NHSRCL decide to negotiate with view to bring down the rates, the Tenderer called for negotiation should furnish the following form of declaration before the commencement of negotiation.</p> <p>"I _____ do declare that in the event of failure of contemplated negotiations relating to Tender No. _____ dated _____ my original tender shall remain open for acceptance on its original terms and conditions."</p>
18.0	Evaluation of Bid.
18.1	The Employer shall examine the bids to determine whether they are complete, whether relevant documents have been received not later than the prescribed date and time for bid and generally in order.

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18.2	Arithmetical errors shall be rectified on the following basis. If there is a discrepancy between the unit price and the total price, which is obtained by multiplying the unit price and quantity, or between subtotals and the total price, the unit or subtotal price shall prevail, and the total price shall be corrected.
18.3	<p>Prior to the detailed evaluation, Employer shall determine whether each bid is of acceptable quality, is generally complete and is substantially responsive to the bidding documents. For purposes of this determination, a substantially responsive bid is one that conforms to all the terms, conditions and specifications of the bidding documents without material deviations, objections, conditionality or reservation. A material deviation, objections, conditionality or reservation is one:</p> <p>That affects in any substantial way the scope, quality or performance of the contract.</p> <p>That limits in any substantial way, inconsistent with the bidding documents, the Employers' rights or the successful Bidder's obligations under the contracts; or</p> <p>Whose rectification would unfairly affect the competitive position of other Bidders who are presenting substantially responsive bids.</p>
18.4	In case of tenders containing any conditions or deviations or reservations about contents of tender document, Employer may ask for withdrawal of such conditions/deviations/reservations. If the Tenderer does not withdraw such conditions/deviations/ reservations, the tender shall be treated as non- responsive. Employer's decision regarding responsiveness or non-responsiveness of a tender shall be final and binding.
19.0	Canvassing
19.1	No Tenderer is permitted to canvass to Employer on any matter relating to this tender. Any Tenderer found doing so may be disqualified and his bid may be rejected.
20.0	Right to accept any tender or reject all tenders
20.1	Employer/officer-in-charge reserves the right to accept, split, divide, negotiate, cancel or reject any tender or to annul and reject all tenders at any time prior to the award of the contract without incurring any liability to the affected Tenderers or any obligation to inform affected Tenderer, the grounds of such action.
21.0	Award of contract
21.1	Employer/ officer-in-charge shall notify the successful Tenderer in writing by a Registered Letter/Courier/ Speed Post/FAX or per bearer that his tender has been accepted.
21.2	Letter of Acceptance shall constitute a legal and binding contract between Employer/Officer-in-charge and the Contractor till such time the contract agreement is signed.
22.0	Standard of service (s)

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22.1	<p>Tenderer shall carry out the services in conformity with the generally accepted norms and sound standards. Tenderer shall be responsible for the services rendered. In case of any deficiency or otherwise Tenderer shall promptly correct the same.</p> <p>The Contractor shall indemnify and save harmless NHSRCL from and against all actions, suit proceedings losses, costs, damages, charges, claims and demands of every nature and description brought or recovered against NHSRCL by reason of any act or omission of the Contractor, his agents or employees, in the execution of the works or in his guarding of the same. All sums payable by way of compensation under any of these conditions shall be considered as reasonable compensation to be applied to the actual loss or damage sustained, and whether or not any damage shall have been sustained.</p>
23.0	Completion of work (s)
23.1	The duration of work shall be 06 months.
24.0	<p>Technical eligibility criteria</p> <p>a) The tender must have successfully completed any of the following in last 07(seven) years, ending last day of month previous to the one in which tender is invited.</p> <ul style="list-style-type: none"> • Three similar works costing not less than amount equal to 40% of advertised value of the tender, or • Two similar works costing not less than the amount equal to 50% of advertised value of tender, or • One similar work costing not less than the amount equal to 80% of advertised value of the tender. <p>Similar nature of work means “Work of Tree Transplantation for Govt/ Semi Govt/PSU”</p> <p>b) The total value of similar nature of work completed during the qualifying period and not the payments received within qualifying period alone, shall be considered. In case, final Bill of similar nature of work has not been passed and final measurements have not been recorded, the paid amount including statutory deductions will be considered.</p> <p>If final measurements have been recorded and work has been completed with negative variation, then also the paid amount including statutory deductions will be considered.</p> <p>However, if final measurements have been recorded and work has been completed with positive variation but variation has not been sanctioned, original agreement value or last sanctioned agreement value whichever is lower shall be considered for judging eligibility.</p> <p>c) The works executed by the tenderer for Government Departments or Semi Governments/ Public Sector undertakings/Corporations shall only be considered for eligibility. Works executed for private parties shall not be considered.</p> <p>Tenderers shall submit self-attested photo copies of their Experience Certificates issued by an officer not below the rank of Executive Engineer / Equivalent grade in</p>

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	<p>other Central / State Government Departments / Semi Government Departments / Public Sector Undertakings.</p> <p>The certificate should indicate there-in the name of works executed, value of works, and period during which completed, bill paid etc., and with the signature, seal of the issuing officer, details of department, etc.</p>
25.0	<p>Financial eligibility criteria</p> <p>The tenderer(s) shall be eligible only if he / they fulfill Eligibility Criteria of having received total contract amount during the last three financial years and in the current financial year upto date of tender opening, with a minimum of 150% of the advertised tender value.</p> <p>Tenderer(s) should submit to this effect an attested certificate from the Government Departments or Semi Governments/Public Sector under takings for the work done for them, Audited balance sheet duly certified by the Chartered Accountant.</p>
26.0	<p>Conditions for Participation of Partnership Firm / Proprietary Firm /Private Limited Company / Limited Company:</p> <p>i) In case the tenderer is an individual / proprietary concern, the experience and turnover shall be in the name and style of the Individual / Proprietary concern only.</p> <p>(Note: The partner of a Partnership Firm cannot claim the credentials of Partnership Firm to the extent of his share either during the subsistence of the Partnership Firm or after its dissolution).</p> <p>ii) In case the tenderer is a Partnership Firm(s), the experience and turnover shall be in the name and style of the firm only.</p> <p>iii) If the Tenderer is a Partnership Firm, all the partners shall be jointly and severely liable for successful completion of the work and no request for change in the constitution of the Firm shall be entertained.</p> <p>iv) During the currency of the contract, no partner of the firm shall be permitted to withdraw from the Partnership business and in such an event it shall be treated as breach of trust and abandonment of contract work.</p> <p>2. Partnership deeds, Power of Attorney etc: -</p> <p>The tenderer shall clearly specify whether the tender is submitted on his own or on behalf of a Partnership concern. If the tender is submitted on behalf of a Partnership concern, he should submit the certified copy of Partnership deed along with the tender and authorization to sign the tender documents on behalf of Partnership firm. If these documents are not enclosed along with tender documents, the tender will be treated as having been submitted by individual signing the tender documents. NHSRCL will not be bound by any Power of Attorney granted by the tenderer or by changes in the composition of the firm made subsequent to the execution of the contract. It may, however recognize such Power of Attorney and changes after obtaining proper legal advice, the cost of which will be chargeable to the contractor.</p>

Rachit Jain
mgr/cy

	<p>3. The tenderer whether sole proprietor, a Limited Company or a Partnership Firm if they want to act through agent or individual partner(s) should submit along with the tender or at a later stage, a Power of Attorney duly stamped and authenticated by a Notary Public or by Magistrate in favour of the specific person whether he/they be partner(s) of the firm or any other person specifically authorizing him/them to submit the tender, sign the agreement, receive money, witness measurements, sign measurement books, compromise, settle, relinquish any claim(s) preferred by the firm and sign "No Claim Certificate" and refer all or any disputes to arbitration.</p> <p>4 a) In case Proprietary Firm or HUF, the following documents shall be enclosed: Affidavit on stamp paper of appropriate value declaring that his/her concern is a proprietary concern and he/she is sole proprietor of the concern or he/she is in position of "KARTA" of Hindu Undivided Family (HUF) and he/she has the authority, power and consent given by other partners to act on behalf of HUF.</p> <p>b) In case Partnership Firm(s), the following documents shall be enclosed: i) Notary certified copy of the Partnership deed. ii) Power of Attorney (duly registered as per prevailing law) in favour of one of the partners of the Partnership Firm to sign on the tender/agreement on behalf of the Partnership Firm and create liability against the firm.</p> <p>c) In case Private Limited /Limited Companies, the following documents shall be enclosed: i) Notary certified copy of Resolution of the Directors of the Company permitting the company to participate in the tender, authorizing MD or one of the Directors or Managers of the Company to sign the agreement, such other documents required to be signed on behalf of the company and enter into liability against the company and/or do any other act on behalf of the company. ii) Copy of Memorandum and Articles of Association of the Company. iii) Power of Attorney (duly registered as per prevailing law) by the company authorizing the person to do/act mentioned in the para (c) (i) above.</p>
27.0	Rates should be quoted in BOQ only. Rate quoted elsewhere in the tender document or given in separate envelope shall not be evaluated and tender shall be considered incomplete.
28.0	Any special conditions shall be brought out clearly in the forwarding letter. Any special condition quoted elsewhere in the tender document shall not be considered part of offer.

Rachit Jain
Mgr (G)

ANNEXURE-A
FORMAT FOR WORK EXPERIENCE
(For Technical Eligibility)

- (i) The following information should be provided in the format indicated for each reference project for which your company, either individually as a corporate entity or as one of the major companies within a legally contracted by the client.
- (ii) The information should be specific & to the point to facilitate a quick and objective decision.
- (iii) CERTIFICATE FROM CLIENT SHALL BE ATTACHED AS A PROOF.

1	Name of Work
2a	Date of Start
2b	Date of Completion (Stipulated/Original)
2c	Date of Completion (Actual/Final)
2d	Completion Cost (Actual/Final)
3	Detail of Client:	-Name of Client..... -Phone Number..... -Address.....
4	Were services provided as JV/Consortium?	YES / NO
5	If yes, then exact description of the division of responsibility between you & your Associate.
6	Whether certificate from Client attached	YES / NO

Signature of Authorised Representative

Name : _____



ANNEXURE-B
FORMAT FOR LIST OF WORKs ON HAND

(i) The following information should be provided in the format indicated for each reference work for which your company, either individually as a corporate entity or as one of the major companies was legally contracted by the client.

(ii) List shall be provided for only those projects where vehicle services were provided during last five years.

(iii) The information should be specific & to the point to facilitate a quick and objective decision.

(iv) CERTIFICATE FROM CLIENT SHALL BE PRODUCED FOR CHECKING IF DEMANDED BY COMMITTEE MEMBERS DURING PRESENTATION

1. List of organisations where work was undertaken:

Sl. No	Name of Project	Name of Client	Value of Project (Rs)	Whether work executed in JV/Consortium.	Details of field survey undertaken

Signature of Authorised Representative _____

Name : _____

Handwritten signature

ANNEXURE-C

FORMAT FOR AFFIDAVIT TO BE SUBMITTED / UPLOADED 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) **

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/cppp/>).
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.

DEPONENT
SEAL AND SIGNATURE
OF THE TENDERER

VARIFICATION


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.



TERMS OF REFERENCE / SCOPE OF WORK

Rachit Jain
Mgrty

1.0	General Information
	The Mumbai-Ahmedabad High Speed Project (MAHSR) has been approved as the first bullet train project in India and the work is in progress. The alignment starts from Bandra-Kurla Complex (BKC) in Mumbai and passes through Mumbai Sub-urban, Thane and Palghar districts in Maharashtra. As the alignment passes through some thickly vegetated areas, standing trees need to be transplanted on few locations.
2.0	Scope of Work
2.1	The scope of work includes transplantation of the standing trees by tree transplanting machines at the locations identified in the tender including taking permission of transplantation from respective authorities, arrangement of deployment of machines, deployment of experts and trained officials for proper planning, supervision and execution of works, all running maintenance and repair expenses, fuel, lubricants and any other consumables required from time to time all taxes, duties, incidental charges, penalties etc as imposed by Central/ State/ Local government bodies, salary and other benefits admissible to staff. However, GST will be reimbursed only after having submitted the proof of having actually paid the above taxes/charges. The successful tender will provide sufficient tree transplantation machines for transplantation of standing trees in the identified locations. The tree transplantation would include excavation and digging out of the standing tree, feeling back, transportation to the new identified location, making pit and replantation of the tree. Further maintenance/ observation of transplanted tree till commencement of next monsoon. The responsibility of removal of all the hurdles and making roads etc would be with the contractor, for which additional machineries would be required to be deployed by contractor in addition to the tree transplantation machines. The efficient utilisation of machineries pre-planning of tree transplantation including the deployment of machineries should be done by the successful tender in consultation with NHSRCL. All resources including human, machinery and material resources, will be sole responsibility of the agency.
	Location of Work
2.2	Location of work shall be mainly be proposed Station, Depot, TSS, DSS areas of NHSRCL viz Thane, Bhivandi, Virar, Bhoisar etc.
	Modous Operandii
2.3	Tentatively, it is planned that the standing trees coming at the locations of structures, roads etc will be shifted at the periphery of the station boxes, and nearby locations. Hence, the lead of transportation mat be calculated accordingly.
	Key Task and responsibility
2.4	<ol style="list-style-type: none"> 1. Successful tenderer shall look after the transplanted trees till commencement of next monsoon. 2. Successful tenderer shall maintain all the documents pertaining to tree transplantation which included the list of trees to be transplanted with location map, along with geo-coordinates(location) of trees to be transplanted and that of their transplantation sites, duly

Rachit J. Mgr CG

	<p>signed by the concerned authorities, pre and post-transplanting photos/videograph of the trees, etc. and handover the same to the NHSRCL after completion of the work.</p> <p>3. Successful tenderer shall execute the work in time as per work order in full co-ordination with NHSRCL.</p> <p>4. The successful tenderer will be solely responsible for its manpower for operations of the tree transplanting machines.</p> <p>5. All governance, monitoring and reporting aspect of this assignment at region/wing level will be controlled by the concerned NHSRCL officials.</p>
2.5	<p>Duration of works</p> <p>Initially for a period of six months, extendable to further 06 (Six) months depending on satisfactory progress and service.</p>
2.6	<p>Site mobilization: -The successful tenderer should ensure that the work begins within 15 days from the date of issue of letter of acceptance.</p>
2.7	<p>Payment Schedule</p> <p>i. 60% of the total amount per tree will be released after successful transplantation of the standing tree.</p> <p>ii. Remaining 40 % shall be released after passage of one monsoon after transplantation. (if trans plantation is dne during monsoon, payment shall be made after passage of next monsoon)</p>

Rachit Jain
Mgr/cy

GENERAL CONDITIONS OF CONTRACT

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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".

In submitting this tender it would be deemed that the tenderer has kept him 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.

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SPECIAL CONDITIONS OF CONTRACT

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1.0	<p>Security Deposit :</p> <p>The Earnest Money deposited by the Contractor with his tender will be retained by the NHSRCL as part of security for the due and faithful fulfillment of the contract by the contractor. The balance to make up the Security Deposit, the rates for which are given below, may be deposited by the Contractor in cash or may be recovered by percentage deduction from the Contractor's "on account" bills. Provided also that in case of defaulting contractor, the NHSRCL may retain any amount due for payment to the Contractor on the pending "on account bills" so that the amounts so retained may not exceed 10% of the total value of the contract.</p> <p>Recovery Of Security Deposit : The Security Deposit/rate of recovery/mode of recovery shall be as under :</p> <ul style="list-style-type: none"> (a) Security Deposit for each work should be 5% of the contract value, (b) The rate of recovery should be at the rate of 10% of the bill amount till the full Security Deposit is recovered, (c) Security Deposits will be recovered only from the running bills of the contract and no other mode of collecting SD such as SD in the form of instruments like BG (except Note (ii) below); FD etc. shall be accepted towards Security Deposit <p>Security Deposit shall be returned to the contractor after the expiry of the maintenance period in all the cases other than Note (i) mentioned below and after passing the final bill based on No Claim Certificate with the approval of the Competent Authority. The Competent Authority shall normally be the authority who is competent to sign the contract. If this Competent Authority is of the rank lower than JA Grade, then a JA Grade Officer (concerned with the work) should issue the certificate. The certificate, inter alia, should mention that the work has been completed in all respects and that all the contractual obligations have been fulfilled by the contractor and that there is no due from the contractor to NHSRCL against the contract concerned. Before releasing the SD, an unconditional and unequivocal 'No Claim Certificate' from the contractor concerned should be obtained.</p> <p>Note - After the work is physically completed, Security Deposit recovered from the running bills of a contractor can be returned to him, if he so desires, in lieu of FDR/irrevocable Bank Guarantee for equivalent amount to be submitted by him.</p> <p>No interest will be payable upon the Earnest Money and Security Deposit or amounts payable to the Contractor under the Contract, but Government Securities deposited in terms of Sub-Clause (1) of this clause will be payable with interest accrued thereon.</p>
2.0	<p>Performance Guarantee:</p> <p>The procedure for obtaining Performance Guarantee is outlined below :</p> <ul style="list-style-type: none"> (a) The successful bidder shall have to submit a Performance Guarantee (PG), as per the format provided in IR Standard General Conditions of Contract, November 2018, within 30 (thirty) days from the date of issue of Letter Of Acceptance (LOA). Extension of time for submission of PG beyond 30 (thirty) days and upto 60 days from the date of issue of LOA may be given by the Authority who is competent to sign the contract agreement. However, a penal interest of 15% per

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	<p>annum shall be charged for the delay beyond 30 (thirty) days, i.e. from 31st day after the date of issue of LOA. In case the contractor fails to submit the requisite PG even after 60 days from the date of issue of LOA, the contract shall be terminated duly forfeiting EMD and other dues, if any payable against that contract. The failed contractor shall be debarred from participating in re-tender for that work. annum shall be charged for the delay beyond 30 (thirty) days, i.e. from 31st day after the date of issue of LOA. In case the contractor fails to submit the requisite PG even after 60 days from the date of issue of LOA, the contract shall be terminated duly forfeiting EMD and other dues, if any payable against that contract. The failed contractor shall be debarred from participating in re-tender for that work.</p> <p>(b) The successful bidder shall submit the Performance Guarantee (PG) in the form of Irrevocable Bank Guarantee amounting to 5% of the contract value:</p> <p>(c) The Performance Guarantee shall be submitted by the successful bidder after the Letter Of Acceptance (LOA) has been issued, but before signing of the contract agreement. This P.G. shall be initially valid upto the stipulated date of completion plus 60 days beyond that. In case, the time for completion of work gets extended, the contractor shall get the validity of P.G. extended to cover such extended time for completion of work plus 60 days.</p> <p>(d) The value of PG to be submitted by the, contractor will not change for variation upto 25% (either increase or decrease). In case during the course of execution, value of the contract increases by more than 25% of the original contract value, an additional Performance Guarantee amounting to 5% (five percent) for the excess value over the original contract value shall be deposited by the contractor.</p> <p>(e) The Performance Guarantee (PG) shall be released after physical completion of the work based on 'Completion Certificate' issued by the competent authority stating that the contractor has completed the work in all respects satisfactorily. The Security Deposit shall, however, be released only after expiry of the maintenance period and after passing the final bill based on 'No Claim Certificate' from the contractor.</p> <p>(f) Whenever the contract is rescinded, the Security Deposit shall be forfeited and the Performance Guarantee shall be encashed. The balance work shall be got done independently without risk & cost of the failed contractor. The failed contractor shall be debarred from participating in the tender for executing the balance work. If the failed contractor is a JV or a Partnership firm, then every member/partner of such a firm shall be debarred from participating in the tender for the balance work in his/her individual capacity or as a partner of any other JV /partnership firm.</p>
3.0	SUB-CONTRACTING:-Not Applicable
4.0	Laws Governing the Contract
4.1	The contract shall be governed by the laws in force in Maharashtra.
5.0	MOBILISATION ADVANCE
5.1	No mobilization Advance shall be paid by NHSRCL.
6.0	Working Hours
6.1	The working hours normally should be from 8.30am to 6.30pm.

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7.0	Medical and Personal Accident Insurance
7.1	Medical and Personal Accident Insurance will be borne by the Contractor.
8.0	Payment Terms
8.1	Payment of wages, all allowances and benefits, leave entitlement, EPF Contributions, insurance (as applicable) etc., shall be the Contractor's responsibility as per the Acts prevailing in India and Local Authority.
8.2	Payment shall be released to Contractor on submission of report in a format approved by NHSRCL in Hard and soft copy. Merely by conducting the test the contractor shall not be eligible for payment. Rates are inclusive of all taxes as applicable, no separate claim for tax shall be entertained.
8.3	All measurements and quantities shall be expressed in units as defined in "Bill of Quantities"
8.4	All payment to the Contractor shall be made through RTGS / A/c payee cheque. For the purpose of RTGS Contractor has to provide his A/c Number, name of Bank, IFSC code of Bank and Address of bank etc.
9.0	Priority of Contract Documents.
9.1	<p>All tender documents forming the contract between NHSRCL and the Contractor are mutually explanatory of each other.</p> <p>In case of any conflict, discrepancy, inconsistencies, ambiguities between the various documents in the contract, the order of priority shall be followed as per Contract Agreement.</p> <p>However, the interpretation of Engineer/Employer shall be final in this regard.</p>
10.0	Accepted Rate applicable till the completion of work.
10.1	The rates as per the accepted Bill of Quantities shall be firm and hold good till the completion of the work, and no additional claim or amount shall be admissible on account fluctuations in market rates, increase in taxes, GST, levies, fees royalties etc.
10.2	The Contractor shall be fully responsible for all welfare requirements of the manpower deployed, including (but not limited to), their accommodation, meals, wages, salary, transport to and from the site and entitlement.
11.0	Indemnity by the Contractor
11.1	The Contractor shall hold and save harmless and indemnify the Client/Employer/ officer-in-charge and their employees, from all actions, suits, proceedings, loss, costs, damages, charges, claims and demands of every nature and description brought against or recovered from the Client/Employer/ officer-in-charge and their employees by reason of any act or omission of the Contractor and/or his representative and/or his Employees and/or his Contractor in the execution of the works or in the guarding of the same. All the sums payable by Client /Employer/ officer-in-charge by way of compensation under any of these conditions shall be recovered from the dues of the Contractor, without reference to the actual loss or damage sustained, and whether or not any damage shall have been sustained.
12.0	Unfulfilled Obligations

Rachit J. Mgrly

12.1	Notwithstanding the issue of Completion Certificate, the Contractor and the officer-in-charge shall remain liable for the fulfillment of any unfulfilled obligations under the provision of the contract, prior to the issue of such Certificate, and for the purpose of determination of the nature and extent of any such obligation, the contract shall be deemed to remain in force between the parties thereto.
13.0	Jurisdiction of Courts
13.1	All the disputes shall be within the jurisdiction of Maharashtra. No other court shall have jurisdiction to hear and determine any actions and proceedings arising from the contract.
14.0	Secrecy/Non-disclosure
14.1	The Contractor shall ensure that all the information is kept totally confidential in connection with this bid and the Contractor shall not disclose or divulge the same to any unauthorized person failing which Employer /officer-in-charge reserve the right to cancel the contract or cease further dealing with the Contractor.
14.2	Payment Schedule Payment shall be made after completion of work and submission of report as per BOQ. Draft report may be submitted borehole wise in hard and soft copies for release of payment. However consolidated report for all bore holes and all tests, has to be submitted for final settlement.
14.3	The employer will provide any soft data related to the duty e.g. CAD data. The Contractor will rent/hire/ lease suitable material and equipment for this study.
14.4	<u>Management of safety for field works</u> 1. It is a very important task to establish a safe and health-conscious working environment in order to achieve the goal of "ensuring human safety." The establishment of such an environment should minimize the negative impact on the environment or society of the recipient countries and improve efficiency and productivity. 2. The Contractor will compliance to 'The Guidance for the Management of Safety for Construction Works in Japanese ODA Projects' September 2014 Japan International Co-operation Agency (JICA) Appendix-A. 3. The Contractor/Tenderer shall prepare the safety plan in the bidding stage. 4. The Contractor/Tenderer shall prepare the Safety Plan in the pre-study stage. 5. The Contractor shall prepare Method statements on safety in the study stage

PROFORMAS

Rachit Saini
Mgrcy

PROFORMA-A

FORM OF AGREEMENT

(To be executed on requisite value of stamp Papers)

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.

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 Bid & Bill of Quantities
 - (e) Special Conditions of the Contract
 - (f) Terms of Reference / Scope of Work
 - (g) Technical Specifications and Standards.
 - (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 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

*Rachid Jai
Mogley*

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.

(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


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Signature of Tenderer

PROFORMA-B

SUPPLEMENTARY AGREEMENT

Articles of Agreement made on this in the year and between National High Speed Rail Corporation Limited acting through the **Chief Project Manager-I, National High Speed Rail Corporation Limited, 1105 & 1106, Eleventh Floor, Universal Majestic, Opposite RBK School, P.L. Lokhande Marg, Govandi (West), Mumbai - 400 043.** hereinafter called as one party and of the second part.

Where the party hereto of the second part executed an agreement with the party hereto of the first part being agreement No. dated for the performance of herein called the principal agreement.

And whereas it was agreed by and between the parties hereto that the works would be completed by the party hereto of the second part on "date last extended" and whereas the party hereto of the second part has executed the work to the entire satisfaction of the party hereto of the first part and whereas the party hereto of the first part already made payments to the party hereto of the second part diverse sums from time to time aggregating to ` including the final bill bearing voucher No. dated (the receipt of which is hereby acknowledged by the party hereto of the second part) in full and final settlement of all his claim under the principal agreement.

Now it is hereby agreed by and between the parties in the consideration of sums already paid by the party hereto of the first part to the party hereto of the second part against all outstanding dues and claims for all works done under the aforesaid principal agreement including / excluding security deposit, the party hereto of the second part have no further dues / claims against the party hereto of the first part under the said principal agreement.

It is further agreed by and between the parties that they party hereto of the second part has accepted the said sums mentioned above in full and final satisfaction of all its dues and claims under the said principal agreement.

It is further agreed and understood by and between the party that in consideration of the payment already made under the agreement the said principle agreement shall finally discharged and rescinded all the terms and conditions including the arbitration clause.

It is further agreed and understood by and between the parties that the arbitration clause contained in the said principal agreement shall cease to have any effect and / or shall seems to be non-existent for all purposes.

Signature of the Tenderer/s


For & on behalf of

Signatures of the Witness:

Witness:

.....

.....


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Signature of Tenderer

BILL OF QUANTITIES (BOQ)

INSTRUCTIONS TO THE BIDDERS FOR FILLING THE BOQ

- 1) All prices should be in Indian Rupee.
- 2) In case of discrepancy between unit price and total, the unit price shall prevail. In case of discrepancy between sub totals and the total, the subtotal shall prevail.
- 3) In case of discrepancy between rates quoted in words and figures, rates quoted in words shall be considered.
- 4) Tenderers are required to quote their **rate in percentage only**.
- 5) Tenderers are required to quote their rate in %age **above/below/at par** for Schedule items.
- 6) Items and quantities given in the Bill of Quantities are approximate and are just to give an idea of work involved. NHSRCL reserves the right to delete/operate any other items given in the schedule concerned, without any limit of variation to complete the work. The payment of schedule items shall be made at the accepted percentage **above/below/at par** of schedule and in terms of relevant clause of **SCC/GCC**.

Rachit Singh
Mgry

BILL OF QUANTITIES (BOQ)

Name of work: Mumbai Ahmedabad High-Speed Rail Project: Transplantation Of Standing Trees By Tree Transplantation Machines In The State Of Maharashtra

SCHEDULE:A

Item No	Description of work	QTY	RATE	UNIT	AMOUNT
1	<p>Transplantation of standing trees as per demarcation given by Engineer-In- Charge by tree transplantation machine, including all associated works, with all contractor labours, tools, machineries complete.</p> <p>Note:</p> <ol style="list-style-type: none"> 1. The item includes rate for taking permissions from respective authorities. 2. Tree numbering and plotting the existing location and proposed location on map with geo coordinates, duly taking signature of concerned authorities. 3. Tree number wise details is to be collected before taking up the work. The inventory will include type of tree, girth (at 1 m height from ground), height etc. 4. Photo/video before and after transplantation 5. 60% of payemnt will be released after successful transplantation of the standing tree. 6. Remaining 40 % shall be released after passage of one monsoon after transplantation. 7. 10% extra payment shall be made for tree girth more than 1000 mm. 8. 25% extra payment shall be made for girth more than 2000 mm. 	1000	6167	Each Tree	61,67,000
Total of Schedule-A					61,67,000.

Rate.....

(the tenderer should quote at par/ percentage above /percentage below on the above rates.)

Rates should be quoted in words and in figures.

Note:

- The bidder shall quote rates as per the above schedule on the BOQ only. Rates quoted else where in the tender document shall not be considered for evaluation.

Rachit Jain
Mgr/CL

- Payment for the item shall be made, only after submission and acceptance of reports as desired by NHSRCL.
- The rates shall include cost of the activities including wages, all allowances and benefits payment towards entitled medical and annual leave, EPF contributions, insurance (as applicable), as per conditions of contract. Rates are inclusive of all taxes as applicable, no separate claim for tax shall be entertained.
- The Contractor shall be fully responsible for Compliance of all labour laws and including (but not limited to), their accommodation, meals, wages, salary, transport to and from the site and entitlement.

Signature of Contractor _____

Name of Authorised person _____

Date & Seal of Company _____

*Rachin Sai
Mgore*

