(SIC)

NHSRCL
National High Speed Rail Corporation Ltd.

By REGD A.D.
No: NHSRCL (ADI)/MA/02/Contract/QT/Tree Trans/3.21/.2/5951 Date: 22.02.2021

LETTER OF ACCEPTANCE

M/s M.V.Desai
6, Ashoknagar Society,
Radhanpur Road,
Mahesana (North Gujarat)

Sub: "Transplantation of standing trees in connection with National High Speed Rail Corporation Limited project at Ahmedabad from Vatva to Sabarmati "D" Cabin."

Ref: 1. NIT No: NHSRCL/ADI/2020-21/06 dated 05.11.2020
2. Tender No: NHSRCL(ADI)/MA/2020-21/06.
3. Technical Bid opened on 08.12.2020 and Financial Bid opened on 18.01.2021.
4. Your negotiated offer vide letter No: NHSRCL/ADI/2020-21/06/002 dated 29.01.2021.

Sir,

1. With reference to the above this is to notify you that your negotiated offer dated 29.01.2021 for the execution of the **"Transplantation of standing trees in connection with National High Speed Rail Corporation Limited project at Ahmedabad from Vatva to Sabarmati "D" Cabin."** in Mumbai -Ahmedabad High Speed Railway Project received vide Tender No: NHSRCL(ADI)/2020-21/06 for the accepted contract amount of the equivalent of Rs.2,00,80,957.46 + applicable GST (Rs. Two Crore Eighty thousand nine hundred fifty-seven and paise forty-six only) plus applicable GST in Indian rupees, has been accepted by the competent authority, National High Speed Rail Corporation Limited, Project office, Ahmedabad as per the rates given below.

Sch.	Basic cost	Accepted Rate	Accepted Amount in Rs.	Remarks
Sch- "A" (NS Items)	1,39,26,427.09	37 % Above	1,90,79,205.11	Excl.of GST
Sch-"B" (USSOR items)	6,67,834.90	50% Above	10,01,752.35	Excl.of GST
Total accepted cost in (figures in Rs.)			2,00,80,957.46	Excl.of GST
Total accepted cost Rupees Two Crore Eighty thousand nine hundred fifty-seven and paise forty-six only plus applicable GST				

Note: No positive variation will be allowed against in NS-03 of Schedule "A"

Page 1 of 3

22/02/2021
AUTHORISED SIGNATORY

नेशनल हाई स्पीड रेल कॉर्पोरेशन लिमिटेड
(केन्द्र सरकार एवं भाग लेने वाली राज्य सरकारों की संयुक्त क्षेत्र कंपनी)

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

पंजीकृत कार्यालय: एशिया भवन, द्वितीय तल, रोड नं -205, सेक्टर -9, द्वारका, नई दिल्ली-110077
Registered Office: Asia Bhawan, Second Floor, Road No.-205, Sector-9, Dwarka, New Delhi-110077
+91-11-28070001/02/03/04 +91-11-28070150 psmd@nhsrcl.in
परियोजना कार्यालय : तृतीय तल, रिवरफ्रंट हाउस, गांधी एवं नेहरू ब्रिज के बीच, रिवरफ्रंट (पश्चिम), अहमदाबाद-380009
Project Office: 3rd Floor, Riverfront House, Between Gandhi & Nehru Bridge, Riverfront (West), Ahmedabad-380009
+91-79-29707267, nhsrcladi@nhsrcl.in
CIN No. U60200DL2016GOI291002
NHSRCL @nhsrcl www.nhsrcl.in

2. The scope of work, accepted rates and terms and condition applicable to this letter of acceptance are as under.
   Scope of work: Schedule of the work attached.
   Accepted rate and payment referred as above

3. The completion period of above subject work is **04 (Four) calendar months** from the date of this acceptance letter.

4. Since you submitted Tender security through ICICI Bank RTGS payment dated 25.11.2020 of Rs.2,46,946/- in favour of NHSRCL. The same will be returned upon the execution of the contract and on the receipt of the Performance Security in accordance with Sub-clause 4.2 of the G.C.C. The Tender security shall be forfeited in case you will fail to furnish the required Performance Security within the specified time limit.

5. You are requested to deposit Performance Security within 30 days from date of issue of the letter of Acceptance and shall furnish Performance Security, for an amount of three percent (03%) amounting to Rs. 6,02,428.72 of contract cost in which the contract price is payable from a scheduled commercial bank in India (But excluding Cooperative Banks), Bank Draft or in the form of FDR acceptable to the National High Speed Rail Corporation Limited. (The approved "Form of performance Security (Guarantee) by Bank has been provided vide Annexure-7 in the "Instruction to Tenderers "shall be used for Bank Guarantee.)

6. Performance Security, if the same is in the form of Bank Guarantee /FDR, it shall be valid up to 60 days beyond the Defect Liability Period. Hence, it should be valid for original time limit 4 months + 3 months defect liability period + 60 days = 9 months covering a minimum period.

7. The Extension of time for submission of Performance Security beyond 30(Thirty) days up to 60 days from date of issue of LOA may be given by the Authority who is competent to sign the Contract Agreement. However, a Penal Interest of 15% per annum shall be charged for the entire period i.e. from the date of issue of LOA to the date of submission of Performance security

8. In case you fail to submit the requisite Performance security within 60 days from the date of issue of LOA, the contract shall be annulled duly forfeiting Tender security and other dues, if any payable against the contract.

9. The failed contractor shall be debarred not only from participating in re-tender for the subject work but also in any other tender of NHSRCL for a period of one year from the date of issue of LOA

10. In case, if contract is terminated due to contractor's default in terms of G.C.C. clause 13.2, the full Performance Security amount shall be forfeited. Shortfall amount, if any, shall be recovered by the NHSRCL from monies due to the contractor under the contract including, without limitation, and the NHSRCL shall have power to recover any balance amount from monies due to the contractor under any other contract between the NHSRCL and the contractor.

11. You are hereby requested to contact Assistant Manager/ Environment, NHSRCL Project office, Ahmedabad for making necessary arrangement to take the work in hand within 07 (Seven) days of the receipt of this letter.

12. Contract agreement for the above work will be ready for your signature within a week's time on submission of valid Performance Bank Guarantee. You are requested to please attend this office within a week's time of receipt of this acceptance letter for signature thereon. Till such contract agreement is signed, this letter of acceptance constitutes a binding contract between you and NHSRCL.

13. In case of variation in the quantities against the schedule of work, the same will be dealt as per clause No. 12.5 of the General Conditions of the Contract attached with the Tender document submitted duly signed by you.

14. You are required to register this work with concerned labour activity at Labour Enforcement Officer (Central) Ahmedabad. You are also required to observe the provision of contract labour Act (R & A) 1971. Any failure of the provision of the said act will attract penal provision, which may please be noted.

15. The entire work shall be carried out in accordance with terms, conditions and specifications stipulated in the Tender document duly signed and uploaded by you.

16. Payment for the work will be as per volume 3 (Employer Requirements-General) of the subject Tender Document duly accepted, signed and uploaded by you which may please be noted.

17. All other terms and conditions, as stipulated in the tender document shall be applicable. GST and TDS shall be applicable as per applicable rates from time to time. GST will be reimbursed on submission of documentary evidence as a proof of deposit which may be noted.

Encl: Schedule & Payment condition

Yours faithfully,

22/02/21.

(Bhaskaran Selvaraj)
Dy. CPM/CIVIL
NHSRCL, Ahmedabad.

Copy to: Assistant Labour Commissioner, Labour Enforcement officer (C), Shram Bhavan , 4th Floor, Near Gun House, Khanpur, Ahmedabad -380001.

For, M/s. M. V. DESAI

AUTHORISED SIGNATORY

22/02/2021

Signature Not Verified

Digitally signed by Keshav Moondra
Date: 2022.02.09 17:34:53 IST
Location: eProcurement System for Central PSUs