

By REGD A.D.

No: NHSRCL (ADI)/MA/02/Tender /Misc.work/391/0.2/6474

Date: 12.05.2021

LETTER OF ACCEPTANCE

**M/s Jhahria Nirman Limited,
Jhahria Mansion,
Jagmal Block, Bilaspur,
Chhatisgarh 495 001
Tele: 7752419634
Email : jhahria_nirman@yahoo.com**

Sub: "Miscellaneous works for Building construction and utility shifting in NHSRCL C-7 & C-8 package section in Ahmedabad in connection with Mumbai- Ahmedabad High Speed Rail project."

- Ref:** 1. NIT No: NHSRCL/ADI/2020-21/08 (R) dated 30.03.2021.
2. Tender No: NHSRCL/ADI/2020-21/08 (R)
3. Technical Bid opened on 24.04.2021 and Financial Bid opened on 10.05.2021.

Sir,

1. With reference to the above this is to notify you that your offer dated 10.05.2021 (Financial bid opening date) for the execution of the **"Miscellaneous works for Building construction and utility shifting in NHSRCL C-7 & C-8 package section in Ahmedabad in connection with Mumbai- Ahmedabad High Speed Rail project."** in Mumbai -Ahmedabad High Speed Railway Project received vide Tender No: NHSRCL/ADI/2020-21/08 (R) at the total cost of Rs. **8,18,89,468.29 inclusive of GST (Rs. Eight crore eighteen lakh eighty- nine thousand four hundred sixty- eight and paise twenty- nine only)** 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" Civil work as per DSR -2018)	7,54,15,769.88	0.97% Below	7,46,84,236.91	Inclusive GST
Sch-"B" NS items	68,38,569.27	0.97% Below	67,72,235.15	Inclusive GST
Sch-"C" (Electrical work)	4,37,237.43	0.97% Below	4,32,996.23	Inclusive GST
Total accepted cost in (figures in Rs.)			8,18,89,468.29	Inclusive GST
Total accepted cost Rupees (Rs. Eight crore eighteen lakh eighty- nine thousand four hundred sixty- eight and paise twenty- nine only) inclusive GST.				

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

Jhahria Nirman Ltd.

+91-79-29707267, nhsrcladi@nhsrcl.in

CIN No. U60200DL2016GOI291002

NHSRCL @nhsrcl @www.nhsrcl.in

Managing Director

12-05-2021

1. 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 & as per tender document.
Accepted rate and payment: Referred as above
2. You have submitted Tender security vide RTGS SBI Bank and instrument No: SBRS.12021042021625525 dated 20.04.2021 for Rs. 9,26, 916.00. The Tender security shall be returned upon the execution of the contract and on the receipt by the Employer of the Performance security in accordance with sub clause 4.2 of GCC.
3. However, the forfeiture of the Tender security shall be according to NHSRCL GCC May 2020 (corrected up to latest correction slips) in case you will fail to furnish the required Performance Security within the specified time limit.
4. You are requested to deposit Performance Security within **30 days** from date of issue of this Acceptance letter and shall furnish Performance Security for an amount of **three percent (3%)** of the Accepted Contract Amount of Rs. **8,18,89,468.29** in types and proportions of currencies in which the Contract Price is payable either in the form of a Bank Draft, FDR or in the form of Bank Guarantee from a branch in India of a scheduled foreign bank or from a scheduled commercial bank in India (but excluding Cooperative Banks) acceptable to the Employer valid for minimum period of 30 months from date of issue of Letter of acceptance i.e completion period of work 24 months plus 6 months DLP.
5. 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 of **the Performance Security amount** shall be charged for the entire period i.e. from the date of issue of LOA to the date of submission of Performance Security.
6. In case the Contractor fails 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. The failed Contractor shall be debarred not only from participating in re-tender for that work but also in any other tender of NHSRCL for a period of one year from date of issue of LOA. The approved form provided in the "Instructions to Tenderers" shall be used for Bank Guarantee.
7. In case, if Contract is terminated due to Contractor's default in terms of NHSRCL GCC Clause 13.2, the full Performance Security amount shall be forfeited. Shortfall amount, if any, shall be recovered by the Employer from monies due to the Contractor under the Contract including, without limitation, and the Employer shall have the power to recover any balance from monies due to the Contractor under any other Contract between the Employer and the Contractor.
8. In case the Contract value exceeds beyond 25% of the Accepted Contract Amount, the Contractor shall have to submit additional Performance Security as follows:
 - a) If variation amount on plus side exceeds 25% of the Accepted Contract Amount either due to Employer's variation or due to Contractor's variation, the Contractor shall submit

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additional performance security equal to an amount of 3% of the variation amount exceeding the Accepted Contract Amount.

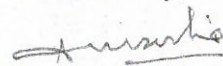
9. The completion period of above subject work is **24 months** from the date of this acceptance letter.
10. In case of variation in BoQ quantities the same shall be dealt as per clause No.12 of NHRCL GCC May 2020 corrected up to latest correction slips.
11. You are hereby requested to contact NHRCL 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 NHRCL.
13. 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.
14. 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.

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.

Please acknowledge the receipt.

Encl: Schedule of work.

Yours faithfully,



12-05-2021

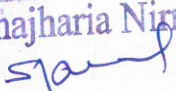
(Manoj surolia)

Dy. CPM (Civil)

NHRCL Ahmedabad

Copy to:

Assistant Labour Commissioner, Labour Enforcement Officer (c) • Shram Bhavan, 4th Floor,
Near Gun House, Khanpur, Ahmedabad- 380 001

Jhajharia Nirman Ltd.

Managing Director