

By Post and Email

LETTER OF ACCEPTANCE

No.: NHSRCL/BRC/MA/03/Dismantling/Disposal STR C5/257/2/OBRC4234

Date: 25.03.2022

M/s Avance Infratech India Private Limited,
H.No. 8, 1st Floor, Ghafoor Nagar, Jamia Nagar,
Okhla, New Delhi – 110 025.

Sub.: Tender no.: NHSRCL/BRC/2021/22

Dismantling disposal work and of various buildings, structures & sheds falling in Vadodara area under C5 package on as is where is basis for Mumbai - Ahmedabad High Speed Rail Project.

- Ref.:**
1. NIT no. NHSRCL/BRC/2021/22 dated 11.12.2021
 2. Tender No. NHSRCL/BRC/2021/22.
 3. Tender/ bid opened on 27.12.2021.
 4. Financial bid opened on 17.01.2022.
 5. NHSRCL's letter no. NHSRCL/BRC/MA/03/Dismantling/Disposal STR C5/257/2/OBRC3944 dated 22.01.2022
 6. Your letter no. Nil dated 03.02.2022
 7. NHSRCL's letter no. NHSRCL/BRC/MA/03/Dismantling/Disposal STR C5/257/2/OBRC4196 dated 14.03.2022
 8. Your letter no. Nil dated 16.03.2022

Dear Sir,

With reference to your acceptance vide letter under ref. 8, for the reduced scope against the Tender no.: NHSRCL/BRC/2021/22 for the work of "Dismantling disposal work and of various buildings, structures & sheds falling in Vadodara area under C5 package on as is where is basis for Mumbai - Ahmedabad High Speed Rail Project." for the Accepted Contract Amount of the equivalent of Rs. **58,26,551.00** (including

Singh 25/3/22

नेशनल हाई स्पीड रेल कोर्पोरेशन 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 Governments)

परियोजना कार्यालय : तृतीय तल, उत्पादकता हाउस, उत्पादकता रोड, अलकापुरी, वडोदरा - 390007
Project Office : 3rd Floor, Productivity House, Productivity Road, Alkapuri, Vadodara - 390007
Phone No. (Office) : 265-2600000, Email id : cpmbrcl@nhsrcl.in
पंजीकृत कार्यालय : एशिया भवन, द्वितीय तल, रोड नम्बर 205, सेक्टर 9, द्वारका, नई दिल्ली - 110077
Registered Office : Asia Bhavan, 2nd Floor, Road No. 205, Section 9, Dwarka, New Delhi - 110077
+91-11-28070001/02/03/04, +91-11-28070150, Email id : psmd@nhsrcl.in
CIN No. U60200DL2016GOI291002

GST) (in words: **Rupees Fifty-Eight Lakh Twenty-Six Thousand Five Hundred Fifty-One Only**), as corrected and modified in accordance with the Instructions to Tenderers, your offer is hereby accepted by the Competent Authority.

The accepted rates and terms & conditions applicable to this Letter of Acceptance are as under:

1. Scope of Work:

- 1.1. Site Clearance: The material will have to be removed on "**AS IS WHERE IS**" and "**NO COMPLAINT**" BASIS at the contractor's own cost and expenses. The contractor would have to arrange for all the equipment and manpower as may be needed for dismantling and transportation. All the safety norms will have to be strictly followed while the dismantling, lifting activity, transportation and site levelling etc. all activities.
- 1.2. Survey of various buildings, structures, boundary wall, platform shed, overhead water tank and miscellaneous structures. All the necessary survey instruments as required shall be provided by the Contractor for his works as well as for the use of Engineer's / Employer's representatives for the verification.
- 1.3. The scope of work includes the arrangement of deployment of machineries, deployment of experts and the trained officials for proper planning, supervision, dismantling, disposal, area cleaning, all running maintenance & repair expenses, fuel, lubricants and any other consumables required from time to time for the machineries to be deployed and for the execution of works, all taxes, duties, incidental charges, penalties etc. as imposed by Central/State/Local Government bodies, including salary and other benefits admissible to staff. Etc. all compete.
- 1.4. The coordination with the Railway officials and other government offices for the successful execution of scope of works is in the scope of the Contractor.
- 1.5. The Contractor shall be responsible for the arrangement of transit pass from the Regional Offices or any authorized signatory/ departments as per the relevant guidelines of road/ surface department and other Government of Gujarat Central Government norms.

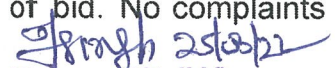
Handwritten signature: Jai Singh 25/03/22

Dy. Chief Project Manager (Civil-V)
उप परियोजन प्रबंधक (सिविल-५)
National High Speed Rail Corporation Ltd.
राष्ट्रीय उच्च गतिरेल निगम लिमिटेड
वडोदरा / Vadodara

- 1.6. All Acts, Rules, Regulations & Statutory requirements of Gujarat State (including all Local Authorities) to be followed by the successful bidder.
- 1.7. During execution of scope of work, all manpower, machinery, material and safety of adjacent property and public shall be sole responsibility of the contractor.
- 1.8. No unsafe or abnormal dismantling and disposal methods shall be adopted at site which endanger the public, nearby property & animals such as unsafe stacking of dismantled material, any unattended machinery or tools etc.
- 1.9. NHSRCL reserves the right to add or omit the scope as reference name of work above.
- 1.10. After the submission of bid(s) by the contractor, a presumption would be drawn that the contractor has inspected the site, buildings, structures, materials etc. and has satisfied himself fully about the nature, quantity, quality, other technical specifications, taxes-duties and legalities prior to the submission of bid. No complaint, whatsoever, on the points referred above or any other points with regard to material would be entertained after the submission of the bid.
- 1.11. If the successful bidder/contractor, fails to make the payment as per the payment schedule or fails to lift the materials in full within the stipulated period, then the employer reserves the right to foreclose/cancel the contract and in such an event, the entire amount available with the employer, under any account head, shall be forfeited.
- 1.12. CAVEAT EMPTOR:

The quantity, quality, measurement and condition of the materials indicated are all approximate. Participation and bidding by anyone in this contract shall be treated as conclusive evidence of the fact that the bidder has inspected the materials offered for dismantling and disposal and satisfied himself in all respect regarding quantity, quality, measurement, weight and condition of materials, taxes and duties, local working condition and other extraneous factors and principle of Caveat Emptor (let the buyer beware) will apply.

It shall be implied and taken for granted that the party has carefully gone through and understood the terms and conditions of the contract including the amendments if any, prevailing at the time of bid. No complaints or


Dy. Chief Project Manager (Civil-V)

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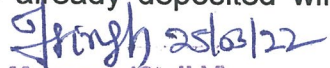
objections shall be entertained by the employer after the bid is opened/accepted.

- 1.13. The contract shall be deemed to be completed as soon as the entire area is cleared by the contractor and when the employer issues the completion certificate for total scope of works to the successful buyer.
- 1.14. Contractor shall be responsible for obtaining the approvals and permissions for the dismantling works. NHSRCL will facilitate the same.
- 1.15. NHSRCL will facilitate in the various matters related with the local municipal, government authorities.
- 1.16. Contractor shall coordinate with all other contractor of Employer, who are working in the site and implement the interfacing plan.
- 1.17. Contractor shall establish main site office, labor camp, stores etc. outside the premises of worksite.
- 1.18. Material Value Payment: The successful contractor shall pay the accepted contract amount to NHSRCL in 3-instalments as described below:
 - i. 1st Instalment 50% of the accepted contract amount within 15 days from the date of receipt of LOA.
 - ii. 2nd Instalment: 25% of the accepted contract amount within 45 days from the date of receipt of LOA or completion of the work, whichever is earlier.
 - iii. 3rd instalment equal to 25% of the accepted contract amount within 60 days from the date of receipt of the LOA or completion of the work, whichever is earlier.

The payment by the Contractor to NHSRCL shall be through

- a. Demand Draft Pay Order drawn in favour of National High Speed Rail Corporation Limited payable at New Delhi, or
- b. Bank Transfer/ NEFT/RTGS in the NHSRCL's bank account. The details of the bank account have been mentioned in the NIT

In case of non-deposition of accepted contract amount within the above-mentioned period, Engineer in-charge will have powers to cancel the contract and the amount of credit value already deposited will be forfeited.


Dy. Chief Project Manager (Civil-V)
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GST as applicable shall be included in the Contractor's price. However, any taxes duties applicable on the transaction at the time of delivery of the goods will be borne by the buyer at actual.

1.19. INDEMNITY TO DAMAGES AND INSURANCE

1.19.1. The contractor shall indemnify the employer, for all acts or omissions of its Engineers/officials, their agents or employees from and against all losses and all claims, demands, payments, suits, actions, recoveries and judgments of every nature and description brought or recovered from the employer during execution of the work. An indemnity bond to this effect will be submitted by the contractor.

1.19.2. The contractor shall also indemnify the employer against payment under the workmen's compensation act, which the employer may suffer, sustain or be in any way subjected to be reason for injuries to the Contractor's or the employer's employees, or other person or damage to the property of any person or corporation arising out of or resulting from the performance of the work of this contract.

1.19.3. In addition, the contractor is fully responsible for all the equipment and material for damage or loss from any cause during transition and/or while in custody of contractor at his works site until his complete work is formally accepted by the employer.

2. Accepted rates and payment schedule are mention hereunder:

S. No	Item Description	Offered amount (in Rs.)
1	Price Schedule A:	58,26,551.00
Total Amount :- (in words: Rupees Fifty-Eight Lakh Twenty-Six Thousand Five Hundred Fifty-One Only)		58,26,551.00

Handwritten signature 25/03/22

Dy. Chief Project Manager (Civil-V)

उप परियोजन प्रबंधक (सिविल-५)

National High Speed Rail Corporation Ltd.

राष्ट्रीय उच्च गतिरेल निगम लिमिटेड

वडोदरा / Vadodara

3. You are hereby requested to please contact **Dy. Chief Project Manager, National High-Speed Rail Corporation Limited, Vadodara** to make necessary arrangement to take the work in hand.
4. This Letter of Acceptance (LOA) shall be treated as **"Date of Commencement / Notice to Proceed"** w.e.f. 25.03.2022.
5. The completion period of above work will be **90 (Ninety Days)** from the date of commencement i.e. by 22.06.2022, which may please be noted.
6. Unless and until formal agreement is made and got executed, this acceptance letter along with all the tender conditions will constitute a legal binding contract between NHSRCL and contractor M/s Avance Infratech India Private Limited.
7. The contractor would be required to furnish the name, with complete bio-data of your representative to the Chief Project Manager / Engineer in charge of work.

Please acknowledge the receipt.

Thanking you,

Joseph 25/03/22

Dy. Chief Project Manager/Civil-V
National High-Speed Rail Corporation Limited,
Vadodara

Encl: Annexure-A: Bill of Quantity (04 pages)

Copy to:

1. Labour Enforcement Officer, (Central), Chandrababha Flats No.2, Krishna Nagar Society, Opp. Moti Baug Palace, Vadodara. 390 001.
2. Regional Labour commissioner, (Central). Chandrababha Flats No.2, Krishna Nagar Society, Opp. Moti Baug Palace, Vadodara. 390 001.
3. G.M Contract of New Delhi for information & Necessary Action Please.
4. J.G.M. Finance Manager, Vadodara for information and action please