



भारतीय राष्ट्रीय राजमार्ग प्राधिकरण

(सड़क परिवहन और राजमार्ग मंत्रालय, भारत सरकार)

NATIONAL HIGHWAYS AUTHORITY OF INDIA

(Ministry of Road Transport & Highways, Government of India)

क्षेत्रीय कार्यालय - हैदराबाद

प्रथम तल, नया भवन, भारतीय प्रशासनिक स्टाफ कॉलेज, रोड नं-3, बंजारा हिल्स, हैदराबाद-500 034. तेलंगाना.

REGIONAL OFFICE - HYDERABAD

First Floor, New Building, Administrative Staff College of India (ASCI), Road No. 3, Banjara Hills, Hyderabad - 500 034, Telangana.

टेली / Tele : 040 - 29562147 / 48 ई-मेल / Email : rohyderabad@nhai.org, nhairohyd@gmail.com

NHAI/RO-HYD/Facility Services/2022/1354

Date.15.08.2022

To,

M/s. Quess Corp Limited.

B-1/I-1, Block B, Mohan Cooperative Industrial Estate,

Badarpur, New Delhi, Delhi 110044

Email ID: www.avonfms.com, ashish.gaur@quesscorp.com

Ph: +91 9716391770.

Sub: NHAI-Regional Office Hyderabad - Facility Services in NHAI's Regional Office and it's Project Implementation Units (Providing Manpower Viz. Stenographers, Accountants, Computer Operators/Office Assistants, Site Engineers/ Peon/ Chowkidar/Security Guards, and Sweepers) for two years - Letter of Acceptance (LOA) - Communicated - Reg.,

LETTER OF ACCEPTANCE

Sir,

Based on your bid submitted on 04.07.2022 in compliance of bidding document of NHAI RO, Hyderabad for execution of work of Facility Services in NHAI's Regional Office and its Project Implementation Units (Providing Manpower Viz. Stenographers, Accountants, Computer Operators/Office Assistants, Site Engineers/ Peon/ Chowkidar/Security Guards, and Sweepers) for two years, it is hereby notified that your bid for a contract price of Rs.10,08,79,200/- (Rupees Ten Crores Eight Lakhs Seventy Nine Thousand Two Hundred only) excluding GST has been accepted with 5.00% of agency charges for and on behalf of NHAI, Regional Office Hyderabad.

2. It is requested to furnish the performance security in the form of an unconditional Bank Guarantee from the Scheduled Bank, acceptable to NHAI for an amount equivalent to 3% of the bid amount i.e., Rs.30,26,376/- (Rupees Thirty lakhs twenty six thousand three hundred and seventy six only) and the same shall be valid for the Contract period +2 months i.e., 26 months from date of signing of Agreement as per the clause 4 of GCC of bid document and sign the contract agreement within 10 days of receipt of this letter failing which the actions as stipulated in the Bid Document shall be taken.

Please acknowledge the receipt of the same.

Yours faithfully,

Encl: B.G Format

(G.V. Bheemasena Reddy)

Deputy General Manager (Tech)
for Regional Officer, Hyderabad

Copy to:

1)Sh. Ram Ashraya Singh, GM(HR-III & IV), NHAI HQ, New Delhi for information.

2)Sh. Sajal Kumar Dhar, Manager (HR Admn.), NHAI HQ, New Delhi for information.

FORM OF BANK GUARANTEE FOR PERFORMANCE SECURITY

Ref.: _____

Bank Guarantee: _____

Date: _____

To,

The Chairman,
National Highways Authority of India Plot No.: 5 & 6, Sector-10,
Dwarka, New Delhi - 110 075

Dear Sir,

In consideration of "National Highways Authority of India (NHAI)" (here in after referred as the "Client", which expression shall, unless repugnant to the context or meaning thereof include its successors, administrators and assigns" having awarded to M/s. _____ (here in after referred to as the contractor, which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns), a contract by issue of client's Contract Agreement No. dated _____,

And the same having been unequivocally accepted by the Contractor, resulting in a contract valued at _____ for (name of the project) _____ (here in after called the "Contract") and the Contractor having agreed to furnish a Bank Guarantee to the client as Performance Security as stipulated by the client in the said contract for performance of the above Contract amounting to _____ (in words & figures).

We _____ (name of the Bank) having its Head Office at _____ (here in after referred to as the Bank), which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators executors and assigns) do hereby guarantee and undertake to pay the client immediately on demand any or, all monies payable by the Contractor to the extent of _____ as aforesaid at any time up to _____ @ _____ without any demur, reservation, contest, recourse or protest and / or without any reference to the contractor. Any such demand made by the client on the Bank shall be conclusive and binding notwithstanding any difference between the Client and the Contractor or any dispute pending before any Court, Tribunal, Arbitrator or any other RO-HYDERABAD. We agree that the Guarantee herein contained shall be irrevocable and shall continue to be enforceable till the Client discharges this guarantee.

The Client shall have the fullest liberty without affecting in any way the liability of the Bank under this Guarantee, from time to time to vary the advance or to extend the time for performance of the contract by the Contractor. The client shall have the fullest liberty without affecting this guarantee, to postpone from time to time the exercise of any powers vested in them or of any right which they might have against the Client and to exercise the same at any time in any manner, and either to enforce or to forebear to enforce any covenants, contained or implied, in the contract between the client and the contractor any other course or remedy or security available to the Client.

"This guarantee shall also be operatable at our _____ Branch at Hyderabad, from whom, confirmation regarding the issue of this guarantee or extension / renewal thereof shall be made available on demand. In the contingency of this guarantee being invoked and payment there under claimed, the said branch shall accept such invocation letter and make payment of amounts so demanded under the said invocation."

"The guarantor / bank hereby confirms that it is on the SFMS (Structural Finance Messaging System) Platform & shall invariably send and advice of this Bank Guarantee to the designated bank of NHAI.

The details of designated Bank of NHAI is as under:

Sl. No.	Particulars	Details
1	Name of Beneficiary	NHAI RO HYDERABAD
2	Beneficiary Bank Account No.	1712309194
3	Beneficiary Bank	Kotak Mahindra Bank
4	IFSC Code	KKBK0007488

The bank shall not be relieved of its obligations under these presents by any exercise by the Client of its liberty with reference to the matters aforesaid or any of them or by reason of any other act or forbearance or other acts of omission or commission on the part of the Client or any other indulgence shown by the Client or by any other matter or thing whatsoever which under law would but for this provision have the effect of relieving the Bank.

The Bank also agrees that the client at its option shall be entitled to enforce this Guarantee against the bank as a principal debtor, in the first instance without proceeding against the Contractor and notwithstanding any security or other guarantee that the client may have in relation to the contractor's liabilities.

Not with standing anything contained here in above our liability under this guarantee is limited to _____ and it shall remain in force up to and including _____ @ _____ and shall be extended from time to time for such period (not exceeding one year), as may be desired by M/s. _____ on whose behalf this guarantee has been given.

Dated this _____ day of _____ 2022 at _____.

Witness:

(Signature)

(Name)

(Official Address)

(Designation, with Bank seal)

Attorney as per Power of Attorney No.: _____,

Dated _____

Strike out, whichever is not applicable.

The date will be eighteen months after the date of commencement of services.

Note1: The stamp papers of appropriate value shall be purchased in the name of bank who issues the "Bank Guarantee".

Note2: The Bank Guarantee will be accepted which is issued by State Bank of India, or its subsidiaries or any Indian Nationalized Bank. If the Bank Guarantee is drawn on a foreign bank it will be accepted by NHAI only if such Guarantee is also accepted either by State Bank of India, or any of its subsidiaries or any Indian Nationalized Bank.