

By Post and Email

LETTER OF ACCEPTANCE

No: NHSRCL/BRC/MA/03/Dismantling & Disposal C5 2/421/.2/OBRC 4514

Date: 31.05.2022

M/s Jay Mataji Carting

GF09, Profit center, Sayajigunj,

Vadodara – 390 020

Subject: Tender no.: NHSRCL/BRC/2022/09

Dismantling and disposal of various buildings, structures near Old Chhani Road and Shastri Bridge on 'As is where is' basis in connection with Mumbai - Ahmedabad High Speed Rail Project

Reg. Letter of Acceptance

- Reference:**
1. NIT no. NHSRCL/BRC/2022/09 dated 29.06.2021
 2. Tender No. **NHSRCL/BRC/2022/09.**
 3. Tender/ bid opened on 26.05.2022
 4. Financial bid opened on 30.05.2022.

Dear Sir,

With reference to above this is to notify you that your Financial Tender/Bid opened on 30.05.2022 for execution of the "Tender no.: NHSRCL/BRC/2022/09 - Dismantling and disposal of various buildings, structures near Old Chhani Road and Shastri Bridge on 'As is where is' basis in connection with Mumbai - Ahmedabad High Speed Rail Project" for the Accepted Contract Amount of the equivalent of Rs. **26,05,100.00 (Inclusive of GST) (in words: Rupees Twenty-Six Lakh Five Thousand One Hundred only)**, as corrected and modified in accordance with the Instructions to Tenderers, is hereby accepted by the Employer.

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

Signature
31/5/22
By CPM/CE

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

1. Scope of Work:

The scope of work in brief is given below, but the scope also includes all other requirements stipulated in various parts/volumes of the contract document including appendices and annexure:

- 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 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. 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.
- 1.3. 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.
- 1.4. 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.
- 1.5. All Acts, Rules, Regulations & Statutory requirements of Gujarat State to be followed by the successful bidder.
- 1.6. During execution of scope of work, all manpower, machinery, material and safety of adjacent property and public shall be sole responsibility of the contractor.

Spingh 31/05/22
Dt. CPM/C-V

- 1.7. 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.
- 1.8. If the successful bidder/contractor, who is awarded contract 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. Further, if successful bidder does not fulfil any of above items then NHSRCL reserves the right to debar such contractor from participating in any future tenders of this organization.

2. Accepted rates and payment schedule are mention hereunder:

S. No	Schedule	Amount
1	SCHEDULE A – NS items pertaining to dismantling and disposal.	26,05,100.00
Total =		26,05,100.00
Total Amount (in words): Twenty-Six Lakh Five Thousand One Hundred only		

- 2.1. The Contractor shall pay the accepted contract amount to NHSRCL in 3- instalments as described below:
- 2.1.1. 1st Instalment: 50% of the accepted contract amount within 15 days from the date of receipt of LOA.
- 2.1.2. 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.
- 2.1.3. 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.
- 2.2. The payment by the Contractor to NHSRCL shall be through Demand Draft/ Pay Order drawn in favour of National High Speed Rail Corporation Limited payable at New Delhi, or Bank Transfer/ NEFT/ RTGS in the NHSRCL's bank account. The details of the bank account has been mentioned here under.

Spingh 31/5/22
Dt CPM/C-5

Name of Bank	Bank's Address	Account Name & No.	Account Type	IFSC Code
HDFC Bank Limited	209-214, Kailash Building, 26, Kasturba Gandhi Marg, New Delhi-110001	57500000079852	Current	HDFC0000003

- 2.3. 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.
- 2.4. 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.
- 2.5. The contractor may clearly note that all the taxes, duties, levies, etc., if any is levied/imposed by any Statutory Authority till the final conclusion of the contractual period/ contract shall be borne by him/them including the interstate transactions and the Employer shall not be responsible to pay the same, if any, since the sale is on 'AS IS WHERE IS BASIS' AND 'NO COMPLAINT' BASIS EX SITE.
3. You are hereby requested to please contact **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 shall be treated as **"Notice of Commencement" w.e.f. 01.06.2022**, failing which National High-Speed Rail Corporation Limited administration reserve right to take action as per Condition of Contract.
5. The completion period of above work will be **90 days (i.e. till 30.08.2022)** from the date of commencement, which may please be noted.
6. Please advise maximum / minimum number of labour that you will engage on the above work contract and register this work with concerned labour department at Vadodara and Ahmedabad.
7. You are also requested to observe the provision of contract labour act (R&A) 1971. So please advise maximum/minimum number of labour that will be engaged by you on the above work. Any failure of the provision of the said act that will attract penal provision, which may please be noted. Necessary certificate authorizing your engagement is enclosed herewith. Information

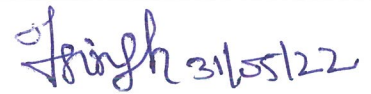
Signature
Dy. Commr/CS

required as per form VI may be submitted to LEO/(c)/Vadodara & Ahmedabad endorsing the copy to this office immediately on commencement to the work.

8. 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 NHRCL and contractor M/s Jay Mataji Carting, GF09, Profit center, Sayajigunj, Vadodara – 390 020
9. The contractor would be required to furnish the name, with complete bio-data including the work experience of the project personnel to the Chief Project Manager / Engineer in charge of work, for his approval.

Please acknowledge the receipt.

Thanking you,



**Dy. Chief Project Manager,
National High-Speed Rail Corporation Limited,
Vadodara**

Encl: Annexure-1: Bill of Quantities (31 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) D.G.M. Finance Manager, New Delhi for information and action please.
- (5) J.G.M. Finance Manager, Vadodara for information and action please