

By Post and Email

LETTER OF ACCEPTANCE

No: NHSRCL/BRC/MA/03/ Disposal PSC Sleepers/430/.1/OBRC **4742**

Date: 25.07.2022

M/s Jay Mataji Carting

GF-9 Profit Center,

Opp. M S University, Sayajigunj Kalaghoda

Sayajigunj Vadodara – 390005.

Subject: Tender no.: NHSRCL/BRC/2022/12

“Disposal of Unserviceable PSC sleepers released from dismantling of PF 07 for clearing the ROW of C5 package in connection with the MAHSR Project”

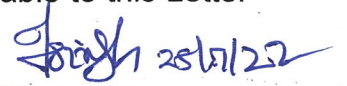
Reg. Letter of Acceptance

- Reference:**
1. NIT no. NHSRCL/BRC/2022/12 dated 24.06.2022
 2. Tender No. NHSRCL/BRC/2022/12
 3. Tender/ bid opened on 09.07.2022
 4. Financial bid opened on 18.07.2022.

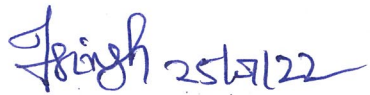
Dear Sir,

With reference to above this is to notify you that your Financial Tender/Bid opened on 18.07.2022 for execution of the “Tender no.: NHSRCL/BRC/2022/12 - Disposal of Unserviceable PSC sleepers released from dismantling of PF 07 for clearing the ROW of C5 package in connection with the MAHSR Project” for the Accepted Contract Amount of the equivalent of **Rs. 4,57,500.00 (Inclusive of GST) (in words: Rupees Four Lakhs Fifty-seven Thousand Five Hundred only)**, as corrected and modified in accordance with the Instructions to Tenderers, is hereby accepted by the Employer.

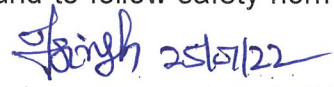
The scope of work, accepted rates and terms and conditions applicable to this Letter of Acceptance are an under:


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. **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 Removal. All the safety norms will have to be strictly followed while the lifting activity, transportation and site levelling etc. all activities.
- 1.2 The contractor must clearly understand that the Employer does not guarantee the correctness or accuracy of any description printed, read out or verbally declared. The bidder must satisfy themselves on all aspects pertaining to the nature, quantity, quality, other technical specifications, taxes-duties and legalities prior to submission of bid. No complaint, whatsoever, would be entertained after the submission of the online bid.
- 1.3 The scope of work includes the arrangement of deployment of machineries, deployment of experts and the trained officials for proper planning, supervision, 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.
- 1.6 All Acts, Rules, Regulations & Statutory requirements of Gujarat State to be followed by the successful bidder.


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- 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 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.
- 1.9 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.
- 1.10 The sold material will be delivered after payment of full sale value with applicable other charges.
- 1.11 The Removal of material will be done from 08:00 to 18.00 including lunch time 12.30 to 13.30 on weekdays except Sunday, National Holiday and Gazetted Holiday or holidays observed by custodian office concerned. Delivery vehicle should leave site before 18.30.
- 1.12 Loading by purchaser: Loading of sold material shall be done by purchaser's labour unless specified otherwise. NHSRCL shall not be responsible for any accident that may occur to the Purchaser's Labour due to any reasons what so ever. Labours, loading equipments, crane etc. to be arranged by the purchaser. The Purchaser and his labours are bound to follow safety norms


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and rules of delivery while taking deliveries. Any violation may lead to appropriate action against the Purchaser.

- 1.13 Any loss of NHSRCL/Railway whether deliberate or accidental, by the purchaser or his labour will be recovered by the NHSRCL/Railway.
- 1.14 The Purchaser will agree to indemnify NHSRCL for any act of omission of the labour laws existing in force.
- 1.15 NHSRCL reserves the right to check up the contents of the material already delivered and loaded in the vehicles at the time before it actually leaves the premises and no claim on detention of vehicles etc. will be entertained by NHSRCL on this account.

2. Accepted rates and payment schedule are mention hereunder:

S. No	Schedule	Amount
1	SCHEDULE A – NS Items pertaining to dismantling and disposal.	4,57,500.00
Total Amount-		4,57,500.00

- 2.1 The successful contractor shall pay the accepted contract amount to NHSRCL in single instalments as described below.
- 2.2 100% of the accepted contract amount within 15(fifteen) days from the date of issue of LOA.
- 2.3 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 have been mentioned here under.

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

Dy. Chief Project Manager (Civil-V)

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National High Speed Rail Corporation Ltd.

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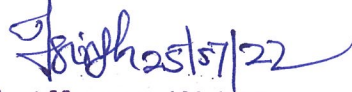
- 2.4 In case of non-deposition of accepted contract amount within the above-mentioned period, Engineer-in-charge will have powers to cancel the contract and the amount of credit value already deposited will be forfeited.
- 2.5 GST as applicable shall be included in the Contractor's price. However, any taxes/duties applicable on the transaction at the time of delivery of the goods will be borne by the buyer at actual.
- 2.6 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.
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. **25.07.2022**, 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 **30 days (i.e. till 23.08.2022)** 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 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.


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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 NHSRCL and contractor M/s Jay Mataji Carting, GF-9 Profit Center, Opp. M S University, Sayajigunj Kalaghoda Sayajigunj Vadodara – 390005.
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 (Civil-V)
उपप्रमुख (सिविल-५)
National High Speed Rail Corporation Ltd.
NHSRCL / Vadodara
राष्ट्रीय उच्च गतिरेल निगम लिमिटेड
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Encl: Annexure-1: Bill of Quantities (1 Page)

Copy to:

- (1) Labour Enforcement Officer, (Central), Chandraprabha Flats No.2, Krishna Nagar Society, Opp. Moti Baug Palace, Vadodara. 390 001.
- (2) Regional Labour commissioner, (Central). Chandraprabha 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

Signature Not Verified

Digitally signed by VADLAMUDI S C MOURYA
Date: 2022.07.26 17:03:13 IST
Location: eProcurement System for Central PSUs