

By Post and Email

LETTER OF ACCEPTANCE

No: NHSRCL/BRC/MA/03/Sale of dismantled OHE material/425/3/OBRC4723

Date: 20.07.2022

M/s Jay Mataji Carting

GF-9 Profit Center,

Opp. M S University, Sayajigunj Kalaghoda

Sayajigunj Vadodara – 390005.

Subject: Tender no.: NHSRCL/BRC/2022/04

“Disposal of old & used (unserviceable) OHE material dismantled from PF-07 of Vadodara station area on as is where is basis in connection with Construction of High-Speed Rail Corridor”.

Reg. Letter of Acceptance

- Reference:**
1. NIT no. NHSRCL/BRC/2022/04 dated 04.07.2022
 2. Tender No. NHSRCL/BRC/2022/04
 3. Tender/ bid opened on 12.07.2022
 4. Financial bid opened on 19.07.2022.

Dear Sir,

With reference to above this is to notify you that your Financial Tender/Bid opened on 19.07.2022 for execution of the “Tender no.: NHSRCL/BRC/2022/04 - Disposal of old & used (unserviceable) OHE material dismantled from PF-07 of Vadodara station area on as is where is basis in connection with Construction of High-Speed Rail Corridor” for the Accepted Contract Amount of the equivalent of Rs. 30,00,000.00 (Inclusive of GST) (in words: Rupees Thirty Lakhs 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:

AP Singh
20/07/2022

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. U60200DL2016GOI201002

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. 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.
 - 1.2. 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.
 - 1.3. 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.
 - 1.4. All Acts, Rules, Regulations & Statutory requirements of Gujarat State to be followed by the successful bidder.
 - 1.5. During execution of scope of work, all manpower, machinery, material and safety of adjacent property and public shall be sole responsibility of the contractor.
 - 1.6. No unsafe or abnormal lifting and transportation 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.

- 1.7. NHSRCL reserves the right to add or omit the scope as reference name of work above.
- 1.8. After the submission of bid(s) by the contractor, a presumption would be drawn that the contractor has inspected the site, 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.
- 1.10. 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 released/dismantled materials offered for sale-off which are kept at various sites 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.
- 1.11. 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 objections shall be entertained by the employer after the bid is opened/accepted. The employer do not give any warranty or guarantee for the quality, chemical composition of each individual items in the lot or about the end use or fitness for a particular purpose.

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- 1.12. 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.
- 1.13. Contractor shall be responsible for obtaining the approvals and permissions for lifting and transportation works. NHSRCL will facilitate the same.
- 1.14. NHSRCL will facilitate in the various matters related with the local municipal, government authorities.
- 1.15. Contractor shall coordinate with all other contractor of Employer, who are working in the site and implement the interfacing plan.

2. Accepted rates and payment schedule are mention hereunder:

S. No	Schedule	Amount
1	SCHEDULE A – Items pertaining to sale-off.	30,00,000
Total =		30,00,000
Total Amount (in words): Rupees Thirty Lakhs only		

- 2.1. The successful contractor shall pay the accepted contract amount to NHSRCL in single instalments as described below.
 - 2.1.1. 100% of the accepted contract amount within 10 days from the date of issue of LOA.
- 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 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

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- 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.
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. The Date of Commencement for the work is hereby notified as **20.07.2022**.
5. The completion period of above work will be **20 days (i.e. till 08.08.2022)** 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.
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

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* VADODARA *

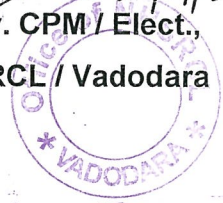
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between NHSRCL and contractor M/s Jay Mataji Carting, GF-9 Profit Center, Opp. M S University, Sayajigunj Kalaghoda Sayajigunj Vadodara - 390005

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,

AP ngl 20/07/2022
Dy. CPM / Elect.,
NHSRCL / Vadodara


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

