

By Post and Email

LETTER OF ACCEPTANCE

No: NHSRCL/BRC/MA/03/350 VOL-01/462/.1/OBRC 6009

Date: 05.06.2023

M/s RAXIT G PATEL

76, Mangal Murti Society, Nr. Mother School,
Gotri Road, Vadodara – 390021

Subject: Tender no.: NHSRCL/BRC/2023/02

“Relocation of High Masts along with additional lighting arrangement nearby of BRCP circulating area in connection with construction of High-Speed Rail Corridor MAHSR Project.”

Reg. Letter of Acceptance

Reference: 1. NIT no. NHSRCL/BRC/2023/02 dated 14.04.2023
2. Technical bid opened on 06.05.2023
3. Financial bid opened on 29.05.2023

Dear Sir,

With reference to above this is to notify you that your Bid opened on 06.05.2023 for execution of the “Tender no.: NHSRCL/BRC/2023/02 – “Relocation of High Masts along with additional lighting arrangement nearby of BRCP circulating area in connection with construction of High-Speed Rail Corridor MAHSR Project.” for the Accepted Contract Amount of the equivalent of **Rs. 4,83,197.22 (Inclusive of GST) (in words: Rupees Four Lakh Eighty-Three Thousand One Hundred Ninty-Seven and Paise Twenty-Two 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:



नेशनल हाई स्पीड रेल कॉर्पोरेशन लिमिटेड
(केन्द्र सरकार एवं भाग लेने वाली राज्य सरकारों की संयुक्त क्षेत्र कंपनी)

परियोजना कार्यालय : तृतीय तल, उत्पादकता हाउस, उत्पादकता रोड, अलकापुरी, वडोदरा-390007
Project Office : Third Floor, Productivity House, Productivity Road, Alkapuri, Vadodra-390007
Phone No. (Office) : 0265-2600000, Email id : cpmbr@nhsrcl.in

पंजीकृत कार्यालय : एशिया भवन, द्वितीय तल, रोड नं.-205, सेक्टर 9, द्वारका, नई दिल्ली - 110077
Registered Office : Asia Bhavan, Second Floor, Road No.-205, Sector 9, Dwarka, New Delhi - 110077
+91-11-28070001/02/03/04, +91-11-28070150, Email id : psmd@nhsrcl.in
CIN No. U60200DL2016GO1291002

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:

2. **The brief scope of work:**

2.1. **Scope**

2.1.1. Scope of work under this contract shall include dismantling/reinstallation of High masts at BRCP circulating area at Vadodara Railway station along with arrangement of new lightings as per requirement of Employer as specified in schedule of work, Explanatory Note, specification as per GCC, PCC and other documents comprising of tender documents.

2.1.2. It is the sole responsibility of the tenderer to study and familiarize the actual site and visualize the problem and understand the system condition before evolving a suitable design.

2.1.3. The Technical specifications, explanatory notes, drawings, annexure as enclosed and schedule of quantities & rates shall be considered as part of this contract and any work or materials shown in schedule and not called for in the specifications or vice versa, shall be executed as if specifically called for in both. The drawings if any are for the guidance of the contractor. Exact locations, distances and levels will be governed by the site conditions.

2.1.4. The contractor shall examine the installations' specifications, drawings & schedule of quantities, explanatory notes, drawings, annexure etc. for feasibility & safety and may suggest or ask for change required if any to provide satisfactory & safe services of the equipment designated for the station but the decision of the engineer in-charge of the work shall be final and binding.

2.1.5. The system being offered by tenderer shall be complete in all respects. In case, any item is identified after award of contract, required for completing the work and satisfactory operation. The cost of such material will be borne by tenderer. NHRCL will pay no extra charges.

2.1.6. The specifications as referred as standard specifications and technical specifications are expected to be known to the working contractors of the concerned field, however the standard specifications are widely available and specific to the work are enclosed as far as possible. Tenderer should make all the efforts to make fully aware of the scope of work, standard & technical specifications as may be required for satisfactory commissioning of the work.



2.2. Working conditions

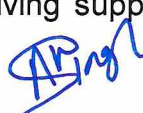
- 2.2.1.** All equipment and work covered by this contract shall be capable of operating continuously and delivering the rated output at ambient conditions prevailing at site. The anticipated maximum and minimum temperatures at the work sites may be considered as extreme.

2.3. Design

- 2.3.1.** The System shall be designed based on schedule of quantity & rates, explanatory note & technical specifications as clarified.

2.4. Specifications

- 2.4.1.** Technical specifications forming a part of this contract are intended to cover work referred herein enclosed. It is not the intent to specify completely herein all aspects of design, constructional features of equipment and details of the work to be carried out, but nevertheless the intent of the specification is to ensure that the equipment and work shall conform in all respects to the relevant RDSO, CORE, Bureau of Indian Standard Specifications, CEE W.Rly's specification, Codes of Practice, Indian Electricity Act, Indian Electricity Rules and other Statutory Regulations as may be applicable and to high standards of engineering, design and workmanship.
- 2.4.2.** The equipment and work shall perform in continuous operation in a manner acceptable to the Purchaser's Representative who will interpret the meaning of the specifications and drawings and shall have the right to reject or accept any equipment or work, which in their assessment is not complete to meet the requirements of this specification and/or applicable Codes and Standards.
- 2.4.3.** Any item specially mentioned or not in the scope of work as per approved design, drawing & specification, but required to complete the work shall be deemed to be in the scope.
- 2.4.4.** RDSO's/CORE's/CEE W.Rly's specification is enclosed as Technical Specification. All the technical parameters, service conditions, protection, diagnostic features and testing requirements should be strictly adhered to in terms of RDSO's/CORE's/CEE W.Rly's specifications and the enhanced features as asked if any in the specifications.
- 2.4.5.** Full details of the system being offered by including technical particulars, system characteristics may be fully furnished in the offer giving supporting calculation and diagram.


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- 2.4.6.** The work shall conform to all provisions of the relevant Government Legislation, Regulations and Bye- laws of the Central/Local Authorities and of any State Electricity Boards/Companies to whose system the installation is proposed to be connected. The Contractor shall arrange to give all necessary notices required under the said Acts, Regulations and/or Bye- laws.

2.5. Standard specifications

- 2.5.1.** List of standard Specifications as issued by RDSO/CORE and other code of practices are available in Railway Board website.

2.6. Technical Specification (specific to tender)

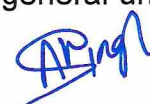
- 2.6.1.** The work specific specifications required for the execution of the work are enclosed as “technical specifications” to the tender. The technical specifications are to be read in conjunction with the standard specifications as mentioned above, schedule of the quantities, explanatory notes, drawings, annexure etc.

2.7. Note

- 2.7.1.** Efforts have been made to reproduce the makes, specification; however, decision of the Engineer in-charge shall be final and binding in case of any discrepancies or change of makes/specification/drawings, if any. Confirmation for the same may be taken in writing from Engineer in-charge before procurement. However, latest version of list of approved supplier issued by RDSO & CORE available on website may be referred for procurement.

2.8. General

- 2.8.1.** The contract shall be governed by General Conditions of Contract (GCC) and Particular Condition of Contract (PCC) given below. The following Particular Conditions shall supplement and be read in conjunction together with above General Conditions of Contract (GCC) (with latest amendment if any), General/technical specifications, schedule of quantities, explanatory notes, drawings and any other document forming part of this tender.
- 2.8.2.** Work under this contract shall be executed as given in this tender document and as required at site whether specifically shown or not. The Contractor shall carry out and complete the work under this contract in every respect in conformity with the contract documents, as per directions of and to the satisfaction of the Purchasers' Representative.
- 2.8.3.** PCC for electrical work is generic in nature and shall apply in general unless modified/ specified otherwise in schedule of quantities.



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2.8.4. Unless specifically provided otherwise in the tender, any and all exception, which the tenderer may have to any of the clauses of the Particular Conditions of Contract or, technical requirement & specification as included in the tender shall be clearly stated. Such exceptions shall be listed in "Statement of Deviation". If the tenderer has no exceptions, the annexure shall be submitted with a "Nil" statement. If the tenderer does not include the annexure with the tender it shall be conclusive evidence that the Particular Conditions of Contract and technical requirement & specification and all conditions of contract are entirely acceptable to the Tenderer.

2.9. Interpretation

2.9.1. In all matters of clarifications or dispute of interpretation, the interpretation shall be as per GCC Clause. 1 and its subclauses and the decision of the "Engineer "in-charge of the work, shall be final and binding.

2.10. Standard Drawings

2.10.1. The standard drawings as issued by RDSO/CORE are enclosed as annexure or specified with the Technical specification.

2.11. Drawings specific to Tender:

2.11.1. The work specific drawings required for the execution of the work are enclosed as annexure or specified with the Technical specification and explanatory note.

2.12. Quantities

2.12.1. The quantities shall be as per technical specifications, explanatory notes, drawings, annexure as enclosed and any work or materials shown in schedule and not called for in the specifications or vice versa, shall be executed as if specifically called for in both for satisfactory commissioning.

2.13. Civil Engineering works:

2.13.1. All civil Engineering works connected with equipment installations like foundations grouting etc. shall be done by the contractor.

2.14. Storage of material:

2.14.1. Tenderer will arrange proper storage of the material.

2.15. Anticorrosive measures (As applicable):


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2.15.1. Where ever anticorrosive measure require, contractor will arrange.

2.16. Painting:

2.16.1. Where ever Painting require, contractor will arrange.

2.17. Inspection of Material

2.17.1. Inspection of the materials (if any as applicable) will be carried out by authorized representative of the Engineer in-charge of the work, at the Manufacturer's premises in presence of Contractor's representative, prior to dispatch. All the materials/equipment to be supplied shall conform to the relevant specification only. The arrangement for such inspection as and when required shall be done by the contractor. Inspection cost shall be bear by the contractor. Cost of "to and fro" and hotel accommodation (if required) for inspecting engineer from NHSRCL/Railway side will be the Employer responsibility.

2.18. Account of released material (If applicable)

2.18.1. The released material shall be handed over to the engineer's representative of NHSRCL/Railway at the nominated depot/place as directed by the engineer. The cost of handling, loading/unloading, transportation of released material to the designated place shall be borne by the contractor. The cost of released material in shortage shall be recovered from the contractor's payment due.

2.19. The tenderer shall constitute a competent qualified electrical team of the firm/partnership/JV/Co-operative or company of their employees/representative, key personnel to execute the electrical work in strict compliance to statutory rules and specifications, drawings and relevant standards.

2.19.1. Contractor shall employ only qualified technical staff (having Degree or Diploma in Electrical Engineering) to supervise and carry out the work and maintain an all-time team at its headquarter office for prompt liaison. Necessary details as asked in formats be furnished regarding electrical team proposed for the work with details of. Name of Supervisors/ Employees shall be furnished and got approved from the Engineer; any changes in the staff shall also be similarly advised. Tenderer shall have equipment, machines, materials and labour and infrastructure shall be available to execute the work.

2.20. The contractor shall not sublet or assign this contract or allow any person to become interested therein in any manner without the written permission of the Engineer in-charge of the work. In the event of the contractor subletting or



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assigning the contract or any part thereof without such written permission, the Railway/NHSRCL Administration shall be entitled to cancel the contract and also recover payment of any loss or damage from such cancellation, the amount of which will be determined by the Electrical engineer in-charge of the work.

2.21. Completion Drawings (wherever applicable)

- 2.21.1. Contractor shall provide As built drawing for all new executed work and Cable Route drawing for New Cable laying work carried out by him and submit the joint verified As build drawing to NHSRCL/Railway.

2.22. Manuals:

- 2.22.1. The contractor shall provide/produce 3 copies of manuals in bound term as approved by the Purchaser for all Contractor-supplied equipment and systems. These would typically include the following

2.22.1.1. User Manuals

A comprehensive description of all system principles at block diagram level broken down into as many sub-sections as may be necessary and providing sufficient information to enable non-technical staff to fully exploit the facilities of each system.

2.22.1.2. Maintenance and Servicing Manuals

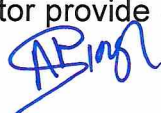
To specify procedures and servicing intervals for planned preventive/condition maintenance and in addition to convey sufficient information on equipment principles and practice to enable first line fault diagnosis and rectification by technician staff. The contractor shall provide necessary maintenance / inspection schedule, General arrangement Drawings, assembly drawings, wiring diagrams/schematics with list of recommended spares.

2.22.1.3. Commissioning Test procedures and Test Values

Shall cover commissioning test procedures for all the equipment and the final test values of the equipment on load, without load, protective earthing and measures taken to avoid surprise failures.

- 2.23. The User Manuals and the Maintenance and Servicing Manuals shall be prepared in both English and Hindi Languages. Other technical manuals shall be supplied in the English language only. All manuals made by the contractor shall be supplied in Compact Disc also.

- 2.24. Contractor shall submit all Manuals for review by the Purchaser's representative prior to factory acceptance tests and the Contractor provide 3


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copies of all Manuals well in advance and explain so as to understand the manuals by the user prior to commissioning.

2.25. Other documents

- 2.25.1.** The Contractors shall supply three sets of hard copies of the test certificates after completion of work. Work shall not be deemed complete till this requirement is satisfactorily complied with.

2.26. Test Certificates

- 2.26.1.** Contractor shall furnish 3 copies (bound, as approved by the Engineer) of certificates for the type-tests, routine-tests as per the relevant Standard Specification for every equipment/ component/ fitting either.
- 2.26.2.** at the manufacturer's works or in a laboratory approved by the Engineer, and the cost thereof shall be borne by the Contractor. Test certificates of successful prototype tests shall be furnished within a month of completion of the prototype test and routine test certificates after passing of the equipment/ component/ fitting by the Engineer's Representative on inspection.

2.27. Site Clearance

- 2.27.1.** At the end of each spell of work and on completion of the work, the contractor shall, as a part of his contractual obligation, leave the tracks, and their approaches, stores, yard etc. cleared of rubbish and obstructions of all kinds according to the instructions of the purchaser's representatives.

2.28. Safety Aspect during power Block

- 2.28.1.** Before commencing the work, the contractor should submit the list of man power, machine & Tools which will be employed for the work. Contractor is required to submit certificate for tools & equipment before commencement of work.
- 2.28.2.** No extra Payment shall be made to contractor for works executed under power Block.

2.29. Completion period:

- 2.29.1.** The entire services covered under this contract shall be completed within a period as specified in the tender document from the date of issue of Letter of Acceptance by NHSRCL.


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2.29.2. Completion Period shall be 120 days from date of issue of LOA. Any extension if required, NHSRCL will give in writing.

2.30. Priority of Contract Documents.

2.30.1. In case of any conflict, discrepancy, inconsistencies, ambiguities between the various documents in the contract, the following order of priority shall be followed. However, the interpretation of Engineer/Employer shall be final in this regard.

- a) The Contract Agreement
- b) The Letter of Acceptance
- c) Pre and post bid proceeds
- d) Form of Tender
- e) Bill of Quantities/Payment Schedule
- f) NIT
- g) ITT
- h) Employer's Requirement
- i) The Outline Design Specifications (Design Criteria) and Outline Construction Specifications; or any other specification
- j) Drawings
- k) Particular Conditions of Contract (PCC)
- l) General Conditions of Contract (GCC)
- m) Contactor's Proposal and
- n) Any Other Relevant Standards/Codes/Documents

2.30.2. NHSRCL reserves the right to close the Contract at any time without assigning any reasons thereof by giving a 7 days notice. Contractor shall not be entitled for any compensation in such eventuality.

2.31. Additional Requirements:

2.31.1. The Bidder should possess Electrical Contractor's License issued by the Government of Gujarat, which should be valid as on date. Self- attested copy of the valid license should be enclosed with the bid, without which the bid shall be rejected.

2.31.2. Released materials should be handed over to Railway with joint receipt note at respective stores or any other location in Vadodara Area as per the requirement of site in-charge.

2.31.3. Any item of the work of minor nature whether specifically mentioned in the scope of work or not but necessary for the completion of the work as per site requirement and for proper functioning or commissioning of the equipment will be supplied by the contractor free of cost.


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2.31.4. All samples of material used should be submitted to site engineer for obtaining approval from NHSRCL/Western Railways and approved make should be used for entire work.

3. Accepted rates and payment schedule are mention hereunder:

Sr. No.	Schedule	Basic Schedule/ BOQ Amount (Incl. GST)	% Offered by Contractor	Total Accepted Amount (Incl. GST)
1	SCHEDULE 'A' of Bill of Quantities comprises of Supply and Erection items for Relocation of High Masts along with additional lighting arrangement work related to general electrical works.	4,86,065.00	0.59% Below	4,83,197.22
Total =		4,86,065.00	0.59% Below	4,83,197.22
Total Amount (in words):		Rupees Four Lakh Eighty-Three Thousand One Hundred Ninty-Seven and Paise Twenty-Two only		

- 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.
- This Letter of Acceptance shall be treated as "**Notice of Commencement**" w.e.f. **05.06.2023**, failing which National High-Speed Rail Corporation Limited administration reserve right to take action as per Condition of Contract.
- The completion period of above work will be **120 days (i.e. till 03.10.2023)** from the date of commencement, which may please be noted.
- You shall have to submit a Performance Security in any of the form mentioned in the tender document, amounting to 10% of the contract value before signing the contract agreement (**i.e. INR 48,319.72**) within 30 days from date of issue of letter of Acceptance in accordance with the contract conditions of clause 4.2 of GCC of the bid document.


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8. Contract agreement for the above work will be ready for your signature Please attend this office along with performance security to sign the contract agreement. Please arrange to commence the work within 7 days from the date of receipt of this letter, failing which NHSRCL reserves the right to take action as per General Condition of the contract.
9. 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.
10. 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.
11. 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 RAXIT G PATEL**, 76, Mangal Murti Society, Nr. Mother School, Gotri Road, Vadodara – 390021.
12. 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.
13. You are requested to furnish the Performance Security within 30 days in accordance with the Conditions of Contract, using for that purpose one of the Performance Security Forms included in Annexure to ITT.



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Please acknowledge the receipt.

Thanking you,

 05/06/2023

Deputy Chief Project manager (Elec.),

National High Speed Rail Corporation Limited,

Vadodara

Encl: Annexure-1: Bill of Quantities (2 Pages)

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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.

Signature Not Verified

Digitally signed by ABODH KUMAR
Date: 2023.06.05 12:30:57Z
Location: eProcurement System for
Central PSUs