

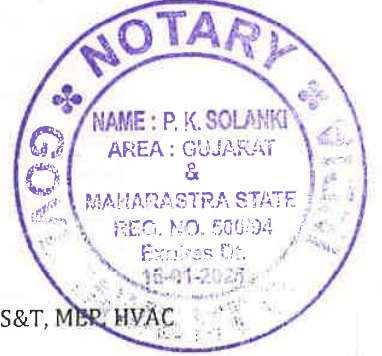


No. NHSRCL/ADI/MA/02/TENDER/INTERIOR WORKS/571/2/1811

Date: 29.08.2023

LETTER OF ACCEPTANCE

M/s JPG Engineers Pvt. Ltd.,
722, Wave Silver Tower,
Sector-18, Noida,
Gautam Buddha Nagar,
Uttar Pradesh-201301



Sub: Construction of Building Interior Works including Civil, Horticulture, Electrical, S&T, MEP, HVAC and Fire Fighting Works for NHSRCL Office in Sabarmati HUB Terminal.

Ref. 1) NIT No. NHSRCL/ADI/2023-24/01 on dated 25-05-2023.

2) Tender Id: 2023_NHSRC_154998_1

3) Tender No: NHSRCL/ADI/2023-24/01 including all Addendum/Corrigendum

4) Technical Bid opened on 20-06-2023 and Financial Bid opened on 09-08-2023.

Dear Sir,

With reference to the above this is to notify you that your bid dated 09.08.2023 (Financial bid opening date) for execution of the "Construction of Building Interior Works including Civil, Horticulture, Electrical, S&T, MEP, HVAC and Fire Fighting Works for NHSRCL Office in Sabarmati HUB Terminal" in Mumbai - Ahmedabad High Speed Railway Project received vide Tender No: NHSRCL/ADI/2023-24/01 at the Accepted Contract Amount of **Rs. 15,62,77,970.63** (Rupees Fifteen Crore Sixty-Two Lac Seventy-Seven Thousand Nine Hundred Seventy and Sixty-Three Paise) **{Including 18% GST and all other Taxes}** has been accepted by the competent authority, National High Speed Rail Corporation Limited, Project Office, Ahmedabad as per the rates given in Annexure-A.

1. The scope of the work, accepted rates and terms & condition applicable to this letter of acceptance are as under:

Scope of work: As per the Tender Document.

Accepted rates: Referred as Annexure - 'A'.

Payment Schedule: As per the Tender Document.

2. You have submitted the MSME certificates and exempted from payment of Tender Security as per NIT cl 1.1.3.1 (x) (c).
3. You are requested to furnish the Performance Security within **30 days** from date of issue of this acceptance letter and shall furnish Performance Security for an amount ten percent (10%) of the accepted contract amount (i.e., **Rs. 1,56,27,797.06**) in types and proportions of currencies in which the Contract Price is payable either in the form of a Bank Draft, FDR or in the form of Bank

B.D.
J.C.M. Kishor

नेशनल हाई स्पीड रेल कॉर्पोरेशन 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 Government)

पंजीकृत कार्यालय: एशिया भवन, द्वितीय तल, रोड नं.-205, सेक्टर-9, द्वारका, नई दिल्ली-110077

Registered Office: Asia Bhawan, Second Floor, Road No.-205, Sector-9, Dwarka, New Delhi-110077

+91-11-28070001/02/03/04 +91-11-28070150 psmc@nhsrcl.in

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Project Office: 3rd Floor, Riverfront House, Between Gandhi & Nehru Bridge, Riverfront (West), Ahmedabad-380009

+91-79-29707267, nhsrcladi@nhsrcl.in

CIN No. U50200DL2016GOI291002

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- Guarantee from a branch in India of a scheduled foreign bank or from a scheduled commercial bank in India (but excluding Cooperative Banks) acceptable to the Employer. If the same is in the form of Bank Guarantee/FDR, it shall be valid up to 6 months beyond the Defect Liability Period.
4. Various options for submission of performance security and penalty clause for delay in submission of performance security is as per tender document Clause No. 3 of Vol-2: PCC. (Copy enclosed)
 5. The completion period of above subject work is **8 months** from the date of issue of this acceptance letter.
 6. In case of variation in BOQ quantities, the same shall be dealt as per tender document clause no. 11 of PCC. (Copy enclosed)
 7. You are hereby advised to contact Jr. Mgr/Civil, NHSRCL Project office, Ahmedabad for making necessary arrangement to take the work in hand within 07 (Seven) days of the receipt of this letter.
 8. Contract agreement for the above work will be ready for your signature within a week's time on submission of valid Performance Bank Guarantee. Till such contract agreement is signed, this letter of acceptance constitutes a binding contract between you and NHSRCL.
 9. You are required to register this work with concerned labour activity at Labour Enforcement Officer (Central) Ahmedabad. You are also required to observe the provision of contract labour Act (R & A) 1971. Any failure of the provision of the said act will attract penal provision, which may please be noted.
 10. As per clause C2.4 of Vol1: ITT, you are advised to submit the proof of GST registration in the state of Gujarat.
 11. The entire work shall be carried out in accordance with terms, conditions and specifications stipulated in the Tender document duly signed and uploaded by you.

All other terms and conditions, as stipulated in the tender document shall be applicable. GST and TDS shall be applicable as per applicable rates from time to time.

Please acknowledge the receipt of this LOA within 7 days from the date of issue of this acceptance letter and contact NHSRCL Project office, Ahmedabad for making necessary arrangement to start the work.



(Signature)
29/08/2023

DGM/Civil
NHSRCL, Ahmedabad

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LOA No. NHSRCL/ADI/MA/02/TENDER/INTERIOR WORKS/571/2/18/1

Date: 29.08.2023

Annexure-'A'

Accepted Rates

Schedule	BOQ No.	Final Tendered Cost (Rs.)	Accepted % above/below on final tendered cost	Accepted Amount (Rs.)
<u>Schedule - "A"</u> [Civil Items {DSR-2021}]	BOQ-1	4,16,99,146.00	13.55% Below	3,60,48,911.72
<u>Schedule - "B"</u> [Horticulture {DSR-2020}]	BOQ-2	13,88,204.00	13.55% Below	12,00,102.36
<u>Schedule - "C"</u> [Furniture {Non DSR}]	BOQ-3	60,85,755.00	13.55% Below	52,61,135.20
<u>Schedule - "D"</u> [Civil Items {Non DSR}]	BOQ-4	6,44,03,297.00	13.55% Below	5,56,76,650.26
<u>Schedule - "E"</u> [E&M {DSR-2022}]	BOQ-5	3,09,18,626.00	13.55% Below	2,67,29,152.18
<u>Schedule - "F"</u> [E&M {Non DSR}]	BOQ-6	57,61,536.00	13.55% Below	49,80,847.87
<u>Schedule - "G"</u> [S&T {Non DSR}]	BOQ-7	2,98,01,923.00	13.55% Below	2,57,63,762.43
<u>Schedule - "H"</u> [Dismantling & Shifting {Non DSR}]	BOQ-8	7,14,180.00	13.55% Below	6,17,408.61
Total Amount {Including GST and all other Taxes}		18,07,72,667.00	13.55% Below	15,62,77,970.63
Total Net Accepted Cost (In figures in Rs.) {Including 18% GST and all other Taxes}				15,62,77,970.63
Total Net Accepted Cost (In words) (Including 18% GST and all other Taxes): Rupees Fifteen Crore Sixty-Two Lac Seventy-Seven Thousand Nine Hundred Seventy and Sixty-Three Paise				



DGM/Civil
NHSRCL, Ahmedabad

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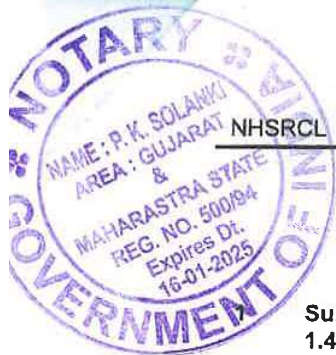
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(3/7)



NHSRCL

Vol-2: PCC

PCC

Particular Conditions of Contract (PCC)

- Sub-Clause 1.4 **Contract Agreement** - The Form of Contract Agreement shall be in the format given in Form: CON-1 to these Particular Conditions of Contract.
- 2 Sub-Clause 3.2 **Functions of Engineer**
DGM/CIVIL, NHSRCL, Ahmedabad will be Engineer for this contract.
- 3 Sub-Clause 4.2.1 **Sub-clause: 4.2.1 of GCC shall be replaced with following.**

Within 30 days from date of issue of the Letter of Acceptance, the successful Tenderer shall furnish Performance Security, for an amount of ten percent (10%) of the Accepted Contract Amount in types and proportions of currencies in which the Contract Price is payable either in the form of a Bank Draft, FDR or in the form of Bank Guarantee from a branch in India of a scheduled foreign bank or from a scheduled commercial bank in India (but excluding Cooperative Banks) acceptable to the Employer. The Extension of time for submission of Performance Security beyond 30 (Thirty) days up to 60 days from date of issue of LOA may be given by the Authority who is competent to sign the Contract Agreement. However, a Penal interest of 15% per annum shall be charged for the entire period i.e. from the date of issue of LOA to the date of submission of Performance Security. In case the Contractor fails to submit the requisite Performance Security within 60 days from the date of issue of LOA, the Contract shall be annulled duly forfeiting Tender Security and other dues, if any payable against the Contract. The failed Contractor shall be debarred not only from participating in re-tender for that work but also in any other tender of NHSRCL for a period of one year from date of issue of LOA. The approved form provided in the "Instructions to Tenderers" shall be used for Bank Guarantee.

The successful Tenderer shall have the following options for submission of Performance Security:

a) Performance Security for an amount of 10% of Accepted Contract Amount, if the same is in the form of Bank Guarantee/FDR, it shall be valid up to 6 months beyond the Defect Liability Period, or

b) One part of Performance Security for an amount of 5% of Accepted Contract Amount, if the same is in the form of Bank Guarantee/ FDR, it shall be valid up to 6 months beyond the Defect Liability Period. For 2nd part of Performance Security for an amount of 5% of Accepted Contract Amount, amount shall be deducted at the rate of 10% of the gross amount of each running on-account bill subject to a maximum limit of 5% of Accepted Contract Amount. After achieving every 25% of financial progress w.r.t. Accepted Contract Amount, Contractor can ask for release of such amount deducted towards Performance Security on submission of Bank Guarantee/FDR for an equal amount with validity up to 6 months beyond the Defect Liability Period. The Contractor shall always have the option during the currency of Contract to submit 2nd part of Performance Security for an amount of 5% of Accepted Contract Amount in the form of Bank Guarantee/FDR with validity up to 6 months beyond the Defect Liability Period. In such a case, further deduction of Performance Security amount from running on-account bill shall be stopped and the amount deducted towards Performance Security shall be released.

In case, if Contract is terminated due to Contractor's default in terms of GCC Clause 13.2, the full Performance Security amount shall be forfeited. Shortfall amount, if any, shall be recovered by the Employer from monies due to the

Contractor under the Contract including, without limitation, and the Employer shall have the power to recover any balance from monies due to the Contractor under any other Contract between the Employer and the Contractor.

In case the Contract value exceeds beyond 25% of the Accepted Contract Amount, the Contractor shall have to submit additional Performance Security as follows:

a) If variation amount on plus side exceeds 25% of the Accepted Contract Amount either due to Employer's variation or due to Contractor's variation, the Contractor shall submit additional performance security equal to an amount of 10% of the variation amount exceeding the Accepted Contract Amount.

4 Sub-Clause 4.2.3 Sub-clause: 4.2.3 of GCC shall be replaced with following

The performance security amount shall be released to the contractor after expiry of the final Defect Liability Period.

5 Sub-Clause 4.2.4 Guarantees, Warranties and Undertakings

The forms of Contractor warranty shall be in the format given in the Form: CON-3 of these Particular Conditions of Contract.

6 Sub Clause 4.5.2 Sub-contractors

As per G.C.C.

7 Sub-Clause 6.4 Labour Laws

NHSRCL's office order (Procedural) no. 06/2020 dated 22.06.2020 will be implemented.

8 Sub-Clause 7.0 Quality Control

As per G.C.C.

9 Sub-Clause 10.1 Defects liability

The defects liability period shall be read as 12 (Twelve months).

10 Sub Clause 11.1.3 Adjustments for Changes in Cost

Not Applicable

11 Sub-Clause Variation in the Bill of Quantities

The Engineer Incharge of NHSRCL shall be entitled by order in writing to enlarge or extend, diminish or reduce the works or make any alterations in their design, character position, site, quantities, dimensions or in the method of their execution or in the combination and use of materials for the execution thereof or to order any additional work to be done or any works not to be done and the Contractor will not be entitled, to any compensation for any increase/reduction in the quantities of work but will be paid only for the actual amount of work done and for approved materials supplied against a specific order.

(i) Unless otherwise specified in the special conditions of the contract, the accepted variation in quantity of each individual item of the contract would be upto 25% of the quantity originally contracted, except in case of foundation work (in which no variation limit shall apply).

(ii) The Contractor shall be bound to carry out the work at the agreed rates and shall not be entitled to any claim or any compensation whatsoever upto the limit of 25% variation in quantity of individual item of works.

(iii) In case an increase in quantity of an individual item by more than 25% of the agreement quantity is considered unavoidable, then same shall be executed at following rates:

(a) Quantities operated in excess of 125% but upto 140% of the agreement quantity of the concerned item, shall be paid at 98% of the rate awarded for that item in that particular tender;

(b) Quantities operated in excess of 140% but upto 150% of the agreement quantity of the concerned item shall be paid at 96% of the rate awarded for that item in that particular tender;

(c) Variation in quantities of individual items beyond 150% will be avoided and would be permitted only in exceptional unavoidable circumstances and shall be paid at 96% of the rate awarded for that item in that particular tender.

(d) Variation to quantities of Minor Value Item: The limit for varying quantities for minor value items shall be 100% (as against 25% prescribed for other items). A minor value item for this purpose is defined as an item whose original agreement value is less than 1 % of the total original agreement value.

d.(i) Quantities operated upto and including 100% of the agreement quantity of the concerned minor value item, shall be paid at the rate awarded for that item in that particular tender;

d.(ii) Quantities operated in excess of 100% but upto 200% of the agreement quantity of the concerned minor value item, shall be paid at 98% of the rate awarded for that item in that particular tender;

d.(iii) Variation in quantities of individual minor value item beyond 200% will be avoided and would be permitted only in exceptional unavoidable circumstances and shall be paid at 96% of the rate awarded for that item in that particular tender.

(iv) In case of earthwork, the variation limit of 25% shall apply to the gross quantity of earthwork items and variation in the quantities of individual classifications of soil shall not be subject to this limit.

(viii) In case of foundation work, no variation limit shall apply and the work shall be carried out by the Contractor on agreed rates irrespective of any variation.

(ix) As far as DSR items are concerned, the variation limit of 25% would apply to the value of DSR schedule(s) as a whole and not on individual DSR items. However, in case of NS items, the limit of 25% would apply on the individual items irrespective of the manner of quoting the rate (single percentage rate or individual item rate).

**12 Sub-Clause
12.5 (B)**

Add the following before the original clause as per GCC

Any item of work carried out by the Contractor on the instructions of the Engineer which is not included in the accepted Bill(s) of Quantities but figures in the Delhi Schedule of Rates (DSR), shall be executed at the rates set forth in respective "Delhi Schedule of Rates (DSR)" latest available as on the date of publication of the Tender, modified by the tender percentage as accepted in the contract for that chapter of Delhi Schedule of Rates (DSR).

For the items not covered as above, the assessment of rates for extra item(s) shall be arrived at based on the prevailing market rates of labour, machinery & materials and by taking guidance from the following documents in order of priority:



- i. Analysis of Rates for "Delhi Schedule of Rates issued by CPWD (DSR)"
- ii. Market Analysis
- iii. Procedure as given below:

- | | | |
|---------------|-------------------|---|
| 13 | Sub-Clause | Insurance |
| 15 | | As mentioned in the Appendix 1 of Form of Tender. |
| 14 | Sub-Clause | Place of Arbitration shall be Ahmedabad, Gujarat |
| 17.9.8 | | |
| 15 | Sub-Clause | Jurisdiction of Court |
| 17.12 | | The courts at Ahmedabad, Gujarat alone shall have the jurisdiction. |

