

By Post and Email

LETTER OF ACCEPTANCE

No: NHSRCL/BRC/MA/03/Dismantle M/s Divyakiran Agro. /496/.2/OBRC **6734**

Date: 07.03.2024

M/s Avance Infratech India Private Limited

8, F/F, Ghafoor Nagar, Okhla,
New Delhi, Delhi – 110025

Subject: Tender no.: NHSRCL/BRC/2023/09

“Dismantling of industrial structures of M/s Divyakiran Agro Processing Private Limited (DAPPL), Vasad - Rajupura road, Village - Vasad, District - Anand, Gujarat, falling in the ROW on 'As is where is' basis and disposal of serviceable / non - serviceable materials in connection with the Mumbai-Ahmedabad High Speed Rail Project.”

Reg. Letter of Acceptance

- Reference:**
1. NIT no. NHSRCL/BRC/2023/09 dated 29.01.2024
 2. Tender No. NHSRCL/BRC/2023/09
 3. Tender/ bid opened on 20.02.2024
 4. Financial bid opened on 24.02.2024

Dear Sir,

With reference to above this is to notify you that your Financial Tender/Bid opened on 24.02.2024 for execution of the “Tender no.: NHSRCL/BRC/2023/09 – “Dismantling of industrial structures of M/s Divyakiran Agro Processing Private Limited (DAPPL), Vasad - Rajupura road, Village - Vasad, District - Anand, Gujarat, falling in the ROW on 'As is where is' basis and disposal of serviceable / non - serviceable materials in connection with the Mumbai-Ahmedabad High Speed Rail Project.” for the Accepted Contract Amount of the equivalent of **INR 3,11,51,000.00 (in words: Rupees Three Crore Eleven Lakh Fifty-One Thousands only)**, in accordance with the Instructions to Tenderers, is hereby accepted by the Employer.

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, Vadodara - 390007.
Phone No. (Office) : 0265-2600000, Email id : cpmbrcl@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

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

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 annexures:

- 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. Contractor shall be responsible for obtaining all necessary permissions from relevant authorities/ Government statutory bodies while carrying out the jobs.
- 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 NHSRCL 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.
- 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. NHSRCL reserves the right to add or omit the scope of work from the above referred work.
- 1.9. It shall be treated that the bidder has inspected the site, buildings, structures, materials etc. on 'as is where is basis' and has satisfied himself fully about the nature, quantity, quality, other technical specifications, taxes-duties and legalities, local working condition and other extraneous factors 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. 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. The employer do not give any warranty or guarantee for the quantity, quality, chemical composition of each individual items in the lot on 'as is where is basis' or about the end use or fitness for a particular purpose.
- 1.10. 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.
- 1.11. Contractor shall be responsible for obtaining the approvals and permissions/ gate pass for the dismantling works and subsequent removal from the premise, NHSRCL will facilitate the same, subjected to fulfilment



of payment conditions by the successful bidder on stage wise. (Refer clause no.: 1.17)

1.12. Contractor shall establish main site office, labour camp, stores etc. outside the premises of worksite.

1.13. Contractor shall maintain site registers stating quantity of dismantled items, i.e. Gross weight, Tare weight, Net weight from weigh bridge slips before stacking in lots inside the premise after the dismantling on real time basis.

1.14. Accepted rates and payment schedule are mentioned hereunder:

S. No.	Schedule	Amount
1	SCHEDULE A – Non - Scheduled structures/ parts/ sections/ goods pertaining to dismantling and disposal.	3,11,51,000.00
Total =		3,11,51,000.00
Total Amount (in words): Rupees Three Crore Eleven Lakh Fifty-One Thousand only		

1.15. The successful contractor shall pay the accepted contract amount to NHSRCL in 3-instalments as described below:

Instalment	Deposit	Remarks
1st	50% of the accepted contract amount within 15 days from the date of receipt of LOA.	i. <u>Only after 50% of total accepted contract amount (1st Instalment) being paid:</u> Access to work site for the work of dismantling shall be allowed. However, Removal/ transportation/ shifting of structures/ parts/ sections/ goods from premise shall not be allowed before 2nd Instalment is paid. ii. <u>In case 50% of total accepted contract amount payment (1st instalment) has not been deposited by Contractor within stipulated time i.e. 15 days from the date of receipt of LOA:</u>

		a) Penal interest of 15% per annum shall be charged on 50% of the total accepted contract amount for the entire period i.e. from the date of issue of LOA to the date of submission of 1st instalment. In case the Contractor fails to submit the requisite 1st instalment within 60 days from the date of issue of LOA, i) The Contract shall be annulled duly forfeiting EMD/Tender Security and Performance Security.
2 nd	25% of the accepted contract amount (Cumulative 75% amount) within 30 days from the date of receipt of LOA or completion of the dismantling work, whichever is earlier.	i. <u>Only after 75% (Cumulative) of total accepted contract amount being paid:</u> Removal/ transportation/ shifting of structures/ parts/ sections/ goods from premise shall be allowed, subjected to a ceiling of 50% of quantities of each structures/ parts/ sections/ goods or as admitted by engineer in charge. ii. <u>In case 25% of total accepted contract amount (2nd instalment) has not deposited by Contractor within stipulated time i.e. 30 days from the date of receipt of LOA or completion of the dismantling work, whichever is earlier from the date of receipt of LOA:</u> <u>Case – 1:</u> In case if 1st instalment has been deposited within stipulated time i.e. 15 days from the date of receipt of LOA and 2nd instalment has not been deposited by the contractor within stipulated time i.e. 30 days from the date of receipt of LOA or completion of the dismantling work, whichever is earlier:

		a) Penal interest of 15% per annum shall be charged on 25% of the total accepted contract amount (2nd instalment) for the period i.e. from 16th day of issue of LOA to the date of submission of 2nd instalment. b) In case the Contractor fails to submit the requisite 2nd instalment within 60 days from the date of issue of LOA, i) The Contract shall be annulled duly forfeiting 1st instalment, EMD/Tender Security and Performance Security. ii) The dismantled structures shall be sole property of NHSRCL and Removal/ transportation/ shifting of any structures/ parts/ sections/ goods of instant tender work shall not be allowed from premise. iii) Any machineries entered into the premise shall be confiscated. <u>Case – 2:</u> In case the contractor has failed to deposit both the instalments within stipulated time, i.e. 1st instalment within 15 days from the date of receipt of LOA and 2nd instalment within 30 days from the date of receipt of LOA or completion of the dismantling work, whichever is earlier: a) 1) Penal interest of 15% per annum shall be charged on 50% of the total accepted contract amount (1st instalment) for the entire period i.e. from the date of issue of LOA to the date of submission of 1st instalment. and;
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		2) Penal interest of 15% per annum shall be charged on 25% of the total accepted contract amount (2nd instalment) for the period i.e. from 16th day of issue of LOA to the date of submission of 2nd instalment. b) In case the Contractor fails to submit the requisite 2nd instalment within 60 days from the date of issue of LOA, i) The Contract shall be annulled duly forfeiting 1st instalment, EMD/Tender Security and Performance Security. ii) The dismantled structures shall be sole property of NHSRCL and Removal/ transportation/ shifting of structures/ parts/ sections/ goods of instant tender work shall not be allowed from premise. iii) Any machineries entered into the premise shall be confiscated. iv) The contractor shall be debarred from participation in tender of similar nature of the works.
3 rd	25% of the accepted contract amount (Cumulative 100 % amount) within 60 days from the date of receipt of the LOA or completion of the dismantling work, whichever is earlier.	i. <u>Only after 100% (cumulative) of total accepted contract amount being paid:</u> Shifting of remaining 50% quantities of each structures/ parts/ sections/ goods shall be allowed to complete the work. ii. <u>In case 25% of total accepted contract amount (3rd instalment) has not been deposited by the Contractor within stipulated time i.e. 60 days from the date of receipt of LOA or completion of the dismantling work, whichever is earlier:</u> a) The Contract shall be annulled duly forfeiting 1st instalment, 2nd instalment,

		EMD/Tender Security and Performance Security. b) The remaining 50% of quantities of each structures/ parts/ sections/ goods shall be sole property of NHSRCL and removal/ transportation/ shifting of structures/ parts/ sections/ goods of the aforesaid remaining 50% of quantities of each structures/ parts/ sections/ goods of the instant tender work shall not be allowed from premise.
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- 1.16. 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

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.

Any taxes/duties applicable on the transaction at the time of delivery of the goods will be borne by the buyer at actual.

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.



- 1.17. 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.
- 1.18. Further, the non-performing bidder/contractor will be debarred from participation in tender of similar nature of the works.
- 1.19. The Employer has all the right to allot the structures for dismantling and set the priority/ order of sequence of dismantling of all the structures.
- 1.20. It must be noted the site is required to be cleared for other works/activities and therefore timely dismantling and removal of all the items of works is essence of the contract and therefore, the same must be completed within the contract period stipulated.
- 1.21. Dismantling and Disposal of the serviceable/ unserviceable materials shall be the responsibility of the contractor at his own costs and risks. It shall be obligatory for them to take safety precautions as per applicable laws/rules.
- 1.22. Removal and Disposal of the serviceable/ unserviceable materials shall be done only from 09:00 hours to 17:30 hours. No materials will be allowed to go out after 17:30 hours. Similarly, no materials will be allowed to go out on Sundays and holidays. However, under any special circumstances, prior permission will be obtained from the employer for working beyond the stipulated time period. Suitable security arrangements should be made by the contractor to look after the materials/equipment, tools & tackles and other materials/stores, for which private security guards may be engaged by the contractor, round the clock, with prior intimation in this regard.
- 1.23. The contractor shall comply with all statutory provisions as applicable.
- 1.24. The contractor has to demolish and remove the staggering of structures / foundations / buildings up to the ground level / base level, wherever the equipment /machineries / buildings which are subject of this contract. The contractor will be responsible for arranging all machinery/equipment required



for dismantling of structures/equipment and removal/transportation of the same to safe locations outside the railway premises after grant of permission for the same.

- 1.25. The contractor shall ensure proper disconnection of electric power, water supply and sewer/sanitary installations and other internal/ external utilities attached with the industrial unit before commencement of demolition of building/structure/equipment. Dismantling of plant, removal and sweeping of debris/waste arising out of dismantling shall be carried out simultaneously.
- 1.26. The contractor should arrange to dump the debris/ waste material to an authorized dumping place outside the factory premises/ NHRCL ROW at his costs and risk. Any claims of what so ever nature due to improper/ unauthorised/ unlawful disposal of unserviceable materials shall be at the responsibility of the Contractor. And Contractor shall indemnify the Employer against the same.
- 1.27. For dismantling of the foundation, blasting will not be allowed. However, vendor can use pneumatic hammers for breaking the hard foundation of mechanical and electrical equipment etc. keeping the adjacent areas safe without any damage to adjacent,/nearby existing structures.
- 1.28. Dismantling and removal of all the materials of sheds/buildings/structures/other assets will be witnessed by the nominated official of the Employer and contractor will co-operate in measurement of such works, providing requisite documents for maintaining proper account of the same.
- 1.29. No digging shall be done by the contractor to take out the items buried in ground. No removal of earth shall be permitted. However, the RCC foundations shall have to be dismantled and debris to be removed, in such cases, contractor shall make good the ground up to finished ground level in the surrounding at his own cost. Cost of good quality earth and area levelling shall be borne by the contractor.



1.30. Safety at work site:

- a. Instructions issued in "Compendium of Instructions on Safety at Work Site" issued in April 2008 duly signed by both CAO/WR and PCE/WR on 28-04-2008 and 30-04-2008 respectively duly circulated vide CTE/CCG's letter No.T5/18/29 (Safety) dated 05.05.2008 in addition to following measures is required to be followed before/during the execution of the work by contractor with no additional cost.
 - i. Workers of the contractor should be equipped with the necessary PPEs (Personal protective equipment) such as fall arrester, helmet, reflective jacket etc. shall use during the work at site.
 - ii. All the applicable clauses of BOCW act/ rules (Gujarat) w.r.t. dismantling works shall be followed by the bidder.
2. You are hereby requested to please contact **Principal Chief Project Manager, National High-Speed Rail Corporation Limited, Vadodara** to make necessary arrangement to take the work in hand.
3. This Letter of Acceptance shall be treated as **"Notice of Commencement" w.e.f. dt. 13.03.2024**, failing which National High-Speed Rail Corporation Limited administration reserve right to take action as per Condition of Contract.
4. The completion period of above work will be **90 days (i.e. till dt. 10.06.2024)** from the date of commencement, which may please be noted.
5. 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 31,15,100.00**) 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.
6. 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. The confirmation receipt of Letter of Acceptance by the contractor shall be sent to this office within 7 days from the date of issuance of LOA. Non receipt of the confirmation of LOA from the Contractor within 7 days

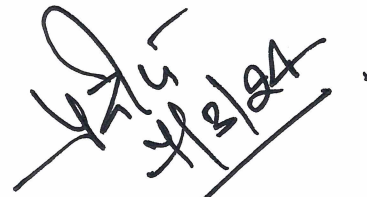


from the date of issuance shall be treated as deemed to have been accepted by the Contractor.

7. 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.
8. 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.
9. 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 Avance Infratech India Private Limited, 8, F/F, Ghafoor Nagar, Okhla, New Delhi, Delhi – 110025.
10. The contractor would be required to furnish the name, with complete bio-data including the work experience of the project personnel as per Annexure – 3 & 4 of IIT to the Principal Chief Project Manager / Engineer in charge of work, for his approval.

Please acknowledge the receipt.

Thanking you,



Principal Chief Project Manager
NHSRCL / Vadodara

Encl: Annexure-1: Bill of Quantities (1 Page)

Copy to:

- (1) E.D./Contract, New Delhi for information & Necessary Action Please.
- (2) D.G.M. Finance Manager, New Delhi for information and action please.
- (3) J.G.M. Finance Manager, Vadodara for information and action please.

Signature Not Verified

Digitally signed by JAI SINGH
Date: 2024.04.01 15:28:56 IST
Location: eProcurement System for
Central PSUs