

No. NHSRCL/ADI/MA/ACP WORKS/SBI-HUB/864/2/Vol-1/1170

Date: 11.09.2024

LETTER OF ACCEPTANCE

M/s Bansal Associates,
First Floor, 271/B Surya darshan Township,
Manjalpur, Vadodara, Gujarat- 390011

Sub: Construction of ACP Work and other Miscellaneous Works at Sabarmati Multimodal Transit HUB.

Ref: 1) NIT No. NHSRCL/ADI/2024-25/02 on dated 24.05.2024

2) Tender Id: 2024_NHSRC_196258_1

3) Tender No: NHSRCL/ADI/2024-25/02

4) Technical Bid opened on 24.06.2024 and Financial Bid opened on 04.09.2024

Dear Sir,

With reference to the above this is to notify you that your bid dated 04.09.2024 (Financial bid opening date) for execution of the "Construction of ACP Work and other Miscellaneous Works at Sabarmati Multimodal Transit HUB" in Mumbai - Ahmedabad High Speed Railway Project received vide Tender No: NHSRCL/ADI/2024-25/02 at the Accepted Contract Amount of **Rs. 3,06,23,119/-** (Rupees Three Crore Six Lac Twenty-Three Thousand One Hundred Nineteen Only) **{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 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. 30,62,312/-**) 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. If the same is in the form of Bank Guarantee/FDR, it shall be valid up to 6 months beyond the Defect Liability Period. The PBG should be submitted as per Annexure-7 of Vol-1/ITT.


B.K.
JAMICIVIL

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

National High Speed Rail Corporation Ltd.
(A Joint Sector Company of Govt. of India and Participating States)

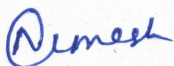
पंजीकृत कार्यालय: एशिया भवन, द्वितीय तल, रोड नं.-205, सेक्टर-9, द्वारका, नई दिल्ली-110022
Registered Office: Asia Bhawan, Second Floor, Road No.-205, Sector-9, Dwarka, New Delhi-110022
+91-11-28070001/02/03/04 +91-11-28070150 psmd@nhsrcl.in

परियोजना कार्यालय: तृतीय तल, रिवरफ्रंट हाउस, गांधी एवं नेहरू ब्रिज के बीच, रिवरफ्रंट (पश्चिम), अहमदाबाद-380009
Project Office: 3rd Floor, Riverfront House, Between Gandhi & Nehru Bridge, Riverfront (West), Ahmedabad-380009

+91-79-29707267, nhsrcladi@nhsrcl.in
CIN No. U60200DL2016GOI291002

HSRCL @nhsrcl www.nhsrcl.in

For **BANSAL ASSOCIATES**



PROPRIETOR

We hereby accept above LOA.



(1/10)

3. 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)
4. The completion period of above subject work is **06 months** from the date of issue of this acceptance letter.
5. In case of variation in BOQ quantities, the same shall be dealt as per tender document clause no. 11 of PCC. (Copy enclosed)
6. You are hereby advised to contact Jr. Mgr-3/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.
7. 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.
8. 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.
9. As per clause C2.4 of Vol1: ITT, you are advised to submit the proof of GST registration in the state of Gujarat.
10. 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.



JGM/Civil

ब्रज किशोर शर्मा, /Braj Kishor Sharma

संयुक्त महाप्रबंधक (सिविल)

Joint General Manager (Civil)

राष्ट्रीय उच्च गति रेल निगम लि.

National High Speed Rail Corporation Ltd.

Ahmedabad / अहमदाबाद

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

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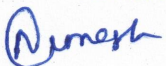
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CIN No. U60200DL2016GOI291002

For **BANSAL ASSOCIATES**



PROPRIETOR



(2/10)

We hereby accept above LOA.

No. NHSRCL/ADI/MA/ACP WORKS/SBI-HUB/864/2/Vol-I/1170

Date: 11.09.2024

Annexure-'A'

Accepted Rates

Schedule	Final Estimated Cost (Rs.)	Quoted % above/below/at par on final estimated cost	Accepted Amount (Rs.)
Price Schedule-A [Civil Items {DSR-2023}]	3,82,78,898/-	20.00% Below	3,06,23,119/-
Total Accepted Amount {Including 18% GST and all other Taxes}			Rs. 3,06,23,119/-
Total Net Accepted Cost (In words) {Including 18% GST and all other Taxes}: Rupees Three Crore Six Lac Twenty-Three Thousand One Hundred Nineteen Only			

B.L.
11/9/2024
JGM/Civil

NHSRCL, Ahmedabad

वृज किशोर शर्मा / Braj Kishor Sharma
संयुक्त महाप्रबंधक (सिविल)
Joint General Manager (Civil)
राष्ट्रीय उच्च गति रेल निगम लि.
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CIN No. U60200DL2016GOI291002

For **BANSAL ASSOCIATES**

Remesh

PROPRIETOR



(3/10)

We hereby accept above LOA.

Tender Inviting Authority: NATIONAL HIGH SPEED RAIL CORPORATION LIMITED

Name of Work: Construction of ACP Work and other Miscellaneous Works at Sabarmati Multimodal Transit HUB.

Contract No: NHSRCL/ADI/2024-25/02

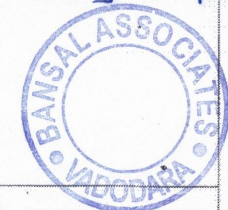
Name of the Bidder/Bidding Firm / Company :	BANSAL ASSOCIATES
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PRICE SCHEDULE-A
(This BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevant columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only)

NUMBER #	TEXT #	TEXT #	NUMBER #	TEXT #	NUMBER	NUMBER #	TEXT #
Sl. No.	Item Description	Item Code / Make	Quantity	Units	Estimated Rate in Rs. P	TOTAL AMOUNT With Taxes	TOTAL AMOUNT in Words
1	2	3	4	5	6	7	8
1	Designing, fabricating, testing, installing and fixing in position Curtain Wall with Aluminium Composite Panel Cladding, with open grooves for linear as well as curvilinear portions of the building, for all heights and all levels etc. including:	S 32					
1.01	(a) Structural analysis & design and preparation of shop drawings for pressure equalisation or rain screen principle as required, proper drainage of water to make it watertight including checking of all the structural and functional design. (b) Providing, fabricating and supplying and fixing panels of aluminium composite panel cladding in pan shape in metallic colour of approved shades made out of 4 mm thick aluminium composite panel material consisting of 3 mm thick FR grade mineral core sandwiched between two Aluminium sheets (each 0.5 mm thick). The aluminium composite panel cladding sheet shall be coil coated, with Kynar 500 based PVDF / Lumiflon based fluoropolymer resin coating of approved colour and shade on face# 1 and polymer (Service) coating on face# 2 as specified using stainless steel screws, nuts, bolts, washers, cleats, weather silicone sealant, backer rods etc.						
1.02	(c) The fastening brackets of Aluminium alloy 5005 T5-T6 MS with Hot Dip Galvanised with serrations and serrated washers to arrest the wind load movement, fasteners, SS 316 Pins and anchor bolts of approved make in SS 316. Nylon separators to prevent bi-metallic contacts all complete required to perform as per specification and drawing. The item includes cost of all material & labour component, the cost of all mock ups at site, cost of all samples of the individual components for testing in an approved laboratory, field tests on the assembled working curtain wall with aluminium composite panel cladding, cleaning and protection of the curtain wall with aluminium composite panel cladding till the handing over of the building for occupation. Base frame work for ACP cladding is payable under the relevant aluminium items. The Contractor shall provide curtain wall with aluminium composite panel cladding, having all the performance characteristics all complete, as per the Architectural drawings, as per item description, as specified, as per the approved shop drawings and as directed by the Engineer-in-Charge. However, for the purpose of payment, only the actual area on the external face of the curtain wall with Aluminium Composite Panel Cladding (including width of groove) shall be measured in sqm, up to two decimal places.		6146.47	sqm	4857.35	2,98,55,556.05	INR Two Crore Ninety Eight Lakh Fifty Five Thousand Five Hundred & Fifty Six and Paise Five Only
2	Providing and fixing aluminium work for doors, windows, ventilators and partitions with extruded built up standard tubular sections/ appropriate Z sections and other sections of approved make conforming to IS: 733 and IS: 1285, fixing with dash fasteners of required dia and size, including necessary filling up the gaps at junctions, i.e. at top, bottom and sides with required EPDM rubber/ neoprene gasket etc. Aluminium sections shall be smooth, rust free, straight, mitred and jointed mechanically wherever required including cleat angle, Aluminium snap beading for glazing / paneling, C.P. brass / stainless steel screws, all complete as per architectural drawings and the directions of Engineer-in-charge. (Glazing, paneling and dash fasteners to be paid for separately).	21.1					
2.01	For fixed portion	21.1.1					
2.02	Powder Coated Aluminium (minimum thickness of powder coating 50 micron)	21.1.1.2	11460.00	Kg	530.80	60,54,114.00	INR Sixty Lakh Eighty Four Thousand One Hundred & Fourteen Only

For BANSAL ASSOCIATES
Amesh
PROPRIETOR

We hereby accept above LOA.



(4/10)

Tender Inviting Authority: NATIONAL HIGH SPEED RAIL CORPORATION LIMITED

Name of Work: Construction of ACP Work and other Miscellaneous Works at Sabarmati Multimodal Transit HUB.

Contract No: NHSRCL/ADI/2024-25/02

Name of the Bidder/ Bidding Firm / Company : BANSAL ASSOCIATES

PRICE SCHEDULE-A

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NUMBER #	TEXT #	TEXT #	NUMBER #	TEXT #	NUMBER	NUMBER #	TEXT #
Sl. No.	Item Description	Item Code / Make	Quantity	Units	Estimated Rate in Rs. P	TOTAL AMOUNT With Taxes	TOTAL AMOUNT in Words
1	2	3	4	5	6	7	8
3	Structural steel work riveted, bolted or welded in built up sections, trusses and framed work, including cutting, hoisting, fixing in position and applying a priming coat of approved steel primer all complete	10.2	6665.90	Kg	133.70	8,91,230.83	INR Eight Lakh Ninety One Thousand Two Hundred & Thirty and Paise Eighty Three Only
4	Finishing with Deluxe Multi surface paint system for interiors and exteriors using Primer as per manufacturers specifications :	13.48					
4.01	Painting Steel work with Deluxe Multi Surface Paint to give an even shade. Two or more coat applied @ 0.90 ltr/10 sqm over an under coat of primer applied @ 0.80 ltr/10 sqm of approved brand and manufacture	13.48.3	305.60	sqm	157.05	47,987.54	INR Forty Seven Thousand Nine Hundred & Ninety Seven and Paise Fifty Four Only
5	Miscellaneous Works under DSR-2023	DSR-2023	1.00	LS	1400000.00	14,00,000.00	INR Fourteen Lakh Only
Total in Figures						3,82,78,898.42	INR Three Crore Eighty Two Lakh Seventy Eight Thousand Eight Hundred & Ninety Eight and Paise Forty Two Only
Quoted Rate in Figures				Less (-)	20.00%	30623118.00	INR Three Crore Six Lakh Twenty Three Thousand One Hundred & Eighteen and Paise Seventy Four Only
Quoted Rate in Words		INR Three Crore Six Lakh Twenty Three Thousand One Hundred & Eighteen and Paise Seventy Four Only					

We hereby accept above LOA.

For BANSAL ASSOCIATES

Nimesh

PROPRIETOR



PARTICULAR CONDITIONS OF CONTRACT (PCC)

PCC

We hereby accept above LOA

For BANSAL ASSOCIATES

Nemesh

PROPRIETOR



(6/10)

Particular Conditions of Contract (PCC)

- 1 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**
JGM/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 | <p><u>Sub-clause: 4.2.3 of GCC shall be replaced with following</u></p> <p>The performance security amount shall be released to the contractor after expiry of the final Defect Liability Period.</p> |
| 5 | Sub-Clause
4.2.4 | <p>Guarantees, Warranties and Undertakings</p> <p>The forms of Contractor warranty shall be in the format given in the Form: CON-3 of these Particular Conditions of Contract.</p> |
| 6 | Sub Clause
4.5.2 | <p>Sub-contractors</p> <p>As per G.C.C.</p> |
| 7 | Sub-Clause
6.4 | <p>Labour Laws</p> <p>NHSRCL's office order (Procedural) no. 06/2020 dated 22.06.2020 will be implemented.</p> |
| 8 | Sub-Clause
7.0 | <p>Quality Control</p> <p>As per G.C.C.</p> |
| 9 | Sub-Clause
10.1 | <p>Defects liability</p> <p>The defects liability period shall be read as 24 (Twenty Four Months).</p> |
| 10 | Sub Clause
11.1.3 | <p>Adjustments for Changes in Cost</p> <p>Not Applicable</p> |
| 11 | Sub-Clause
12.5 (A) | <p>Variation in the Bill of Quantities</p> <p>The Engineer In charge 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.</p> <p>(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).</p> |



(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:

PCC

We hereby accept above LOA.

Page 3

For BANSAL ASSOCIATES

Ramesh

PROPRIETOR



(9/10)

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. |

PCC

We hereby accept above LOA.

Page 4

For **BANSAL ASSOCIATES**

Nimesh

PROPRIETOR



(10/10)