

Letter of Acceptance (LOA)

LOA No: NCML/BASTI/CIVIL /20-21/21/021

Date : 03.10.2020

To,
M/s Vahin Hi-Tech Projects Pvt. Ltd.
Tower – 5, Flat No. 103, The Omaxe Nile, Sector-49,
Gurgaon - 122018

Contact: Mr. Desh Raj Lamba (8527626333), drlamba12@gmail.com

Name of Works: CONSTRUCTION OF CIVIL & ASSOCIATED WORKS FOR OPTION 1 AT BASTI, FOR NCML BASTI PVT LTD

Tender No.: NCML/BASTI/CIVIL /20-21/21

References: 1. M/s Vahin Hi-Tech Projects Pvt Ltd offer dtd. 07.09.2020
2. Final Round of Negotiation dated 11.09.2020

With above references, M/s. NCML BASTI Pvt. Ltd. (“NBPL”) is pleased to notify M/s Vahin Hi-Tech Projects Pvt Ltd that we have accepted your offer - subject to your acceptance to the terms & conditions of NBPL.

1.0 Scope of Work

Construction of Civil & Associated works for option 1 at BASTI Site for NCML BASTI Pvt Ltd.

2.0 Total Contract Price:

The total contract price for above scope of works shall be **Rs 8,80,98,077/-** (Rupees Eight Crore Eighty Lac Ninety Eight Thousand Seventy Seven Only). The price indicated above is inclusive of all taxes, duties & cess but exclusive of GST. Detailed Schedule of Rates/ BOQ with rates is attached as Annexure 1.

2.1 The Contract price shall remain firm till the Contract period/ Time Schedule and the further extension of the same, if any.

3.0 Taxes and Duties:

The above prices are exclusive of GST. Present rate of GST is 12%.

4.0 Time Schedule:

Time schedule of the present work is 6 months from the date of LOA. Bidder shall start mobilizing the resources such as Manpower, Machinery and Equipment within 10 days from date of the LOA. Contractor shall submit the following Documents within 10 days from the date of LOA.

- i) ABG, if advance required shall be submitted as per approved format.
- ii) Mobilization and Construction Schedule.
- iii) Proposed equipment to be deployed at site.
- iv) Curriculum vitae of manpower to be deployed at site.
- v) PBG shall be submitted as per approved format within 15 days from the date of LOA failing which will lead to the cancellation of LOA with discretion of NCML BASTI Pvt Ltd.

NCML BASTI PRIVATE LIMITED

Registered office: Iffco Tower-1, B wing, 5th floor, plot no.3, sector-29, Gurgaon, Haryana-122001

CIN: U01100HR2017PTC067139



5.0 Payment Terms:**5.1) Mobilization Advance:**

The civil contractor shall be paid 10% of the contract price as interest free Mobilization Advance out of which 5% after the signing of contract and 5% after the complete mobilization which refers to set up of fully functional storage space for all kind of construction materials, testing lab equipped with all tools and tackles, labor hutment, office space, arrangement of lighting and water. This advance shall be paid against a Bank Guarantee from any Nationalized Bank to be furnished by the contractor. The Bank Guarantee furnished shall be valid up to date of completion of entire work as stipulated in the contract **with additional 3 months. Lapsed guarantees need to be renewed as and when instructed by Client.** The advance amount will be adjusted on pro-rata basis from all running / interim bills. ABG shall be released once the advance has been adjusted. However, mobilization advance shall be released based on availability of funds and it shall not be the right of contractor to get the advance.

5.2) Running Account Bills (RA Bills):

- i) 95% of the RA Bill amount will be paid after scrutiny within 30 (Thirty working days) days from submission of clear bill by contractor.
- ii) Rest 5% will be retained and the same will be paid after completion of work and along with final bill.
- iii) Any payment, whether the advance or against RA bill shall be released only after the submission of PBG.

6.0 Security Deposit:

Security Deposit (PBG) shall be 5% of contact value and the same shall be submitted in the form of DD or Bank Guarantee which shall be valid till defect liability period plus 3 months claim period. Initial Security shall also to be converted as security deposit. However, for balance amount, bidder shall furnish either Performance Bank Guarantee or DD.

7.0 Project & Engineer-in-Charge (EIC):

The Engineer -In- Charge for this project is **Mr. Atul Shyam Dahekar**. Contractor shall contact EIC or **Project Manager Mr. Sunil Chaurasiya** (Mb No :+91- 9205590148) for necessary mobilization and further proceedings.

8.0 Terms & Conditions:

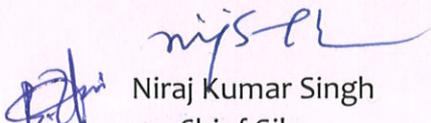
All the other terms and conditions shall be as per Tender No. NCML/BASTI/CIVIL /20-21/21

9.0 Acceptance:

Bidder shall enter into an agreement with NBPL for execution of contract for which bidder shall bring Stamp Paper Valued Rs. 200.

Kindly send us one copy of this LOA duly signed and stamped as a token of your acceptance of the same without any reservations or modification in this work order.

For NCML BASTI Pvt Ltd


Niraj Kumar Singh
Chief Silo

Contractor's acceptance

For M/s Vahin Hi-Tech Projects Pvt Ltd

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