

LETTER OF ACCEPTANCE

LOA No: NCML/BASTI/RAILWAY/2021-22/026/025

Date : 27.12.2021

To
M/s Kusum Trading Company,
Hazaripur, Gorakhpur,
UP – 273001
INDIA.

Contact: DK Agarwal (9777030340), deepak_07930@yahoo.co.in**Name of Works:** Construction of rail roadbed, bridge including supply of ballast, blanketing, etc. for proposed railway siding work for option 1 at Tinich, Basti for NCML Basti Pvt Ltd.**Tender No.:** NCML/BASTI/RAILWAY/2021-22/026 dated 11.08.2021

References: 1. Tender No. as above
2. Kusum Trading Company offer dated. 18.08.2021 & final negotiation dated 17.11.2021

With above references, M/s NCML BASTI Pvt. Ltd. ("NBPL") is pleased to notify M/s Kusum Trading Company that we have accepted your offer - subject to your acceptance to the terms & conditions of Tender document.

1.0 Scope of Work

Construction of rail roadbed, bridge including supply of ballast, blanketing, etc. for proposed railway siding work for option 1 at Tinich, Basti for NCML Basti Pvt Ltd.

2.0 Total Contract Price:

The total contract price for above scope of works shall be **Rs 4,12,52,988.00** (Rupees Four Crore Twelve Lac Fifty Two Thousand Nine Hundred Eighty Eight only). The price indicated above is inclusive of all taxes, duties & cess but Exclusive of GST. Detailed Schedule of Rates/ BOQ with rates are attached as Annexure-I.

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 4 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 on the same date as the date of LOA.

5.0 Payment Terms:

5.1) **Mobilization Advance:**

**NCML BASTI PRIVATE LIMITED**

Registered Address: Floor 3, Plot No. 883, Udyog Vihar, Phase 5 Gurgaon, Haryana-122008
CIN: U01100HR2017PTC067139

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The railway 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 Scheduled 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. The contractor shall be liable to extend the validity of BG's before the date of expiry.

5.2) **Running Account Bills (RA Bills):** As per BOQ. However, the following payment terms shall be for the items for which payment terms are not specified in the BOQ.

- 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 and along with final bill.**

All payments will be released within 30 days from the date of submission of Bill /necessary documents unless otherwise mentioned elsewhere.

6.0 **Security Deposit:**

Security Deposit shall be 5% of contact value and the same shall be submitted on the same date as on the date of LOA, 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 Bank Guarantee or DD.

7.0 **Project & Engineer-in-Charge:**

After receipt of LOA, contractor shall contact the project Manager Mr. Atul Shyam Dahekar (Mb No: +91- 8105195710) for necessary mobilization and further activities.

8.0 **Acceptance:**

All the other terms and conditions shall be as per tender documents and its annexure. Bidder shall enter in to an agreement with NCML Basti Pvt Ltd 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 Letter of Acceptance

 Niraj Kumar Singh
Designation –Chief Project (Silo)
On Behalf of M/s NCML BASTI Pvt. Ltd.

Contractor's acceptance

On Behalf of M/s Kusum Trading Company
(Sign & Seal of Contractor)

NCML BASTI PRIVATE LIMITED

Registered Address: Floor 3, Plot No. 883, Udyog Vihar, Phase 5 Gurgaon, Haryana-122008

CIN: U01100HR2017PTC067139

Annexure 1

**NCML BASTI PRIVATE LIMITED
PROPOSED PFT RAILWAY SIDING AT TAKING OFF
FROM TINICH STATION, LUCKNOW DIVISION,
SUMMARY**

		Kusum Trading Co
S.No	Discription	Amount
1	Earthwork	2,59,92,750.00
2	Ballast supply and stacking	1,15,94,625.00
3	Bridges	36,65,613.00
	Total Exclusive of GST applicable	4,12,52,988.00

