



दिल्ली मेट्रो रेल कॉर्पोरेशन लि० DELHI METRO RAIL CORPORATION LTD.

(भारत सरकार एवं दिल्ली सरकार का संयुक्त उपक्रम)

(A JOINT VENTURE OF GOVERNMENT OF INDIA AND GOVT. OF DELHI)

DMRC/20/III-682/2019

Date: 22/09/2020

LETTER OF ACCEPTANCE

To,
Bombardier Transportation India Private Limited,
2-A/3, Kundan Mansion Asaf Ali Road,
New Delhi – 110002
Mob: 98910 55482
Email: rasmi.r.ray@rail.bombardier.com

Sub: Contract OSW-677: Design, Manufacture, Supply, Installation, Testing and Commissioning of Kontron server-based Interlocking for upgradation of IBM server-based Interlocking in Line-5 & 6.

Ref: (i) Your online tender submission for the subject work dated 12.05.2020 on www.eprocure.gov.in.
(ii) Online opening of the financial bids on 30.06.2020.
(iii) DMRC letters for negotiation no. DMRC/20/III-682/2019 dated 20.08.2020 & 25.08.2020
(iv) Your revised offer letter no. NIL dated 02.09.2020.

Dear Sir,

With reference to above: -

- (i) Letter of Acceptance (LOA) is hereby issued to you for the above-mentioned work at the total cost of **₹ 50,72,00,127.41** (Rupees fifty crore seventy two lakh one hundred twenty seven and forty one paise) which is inclusive of all central/state/local taxes, GST, levies, cess and all other incidental charges required to fulfill the tender conditions including statutory deduction viz. TDS towards Income Tax /GST/Labour Cess etc.
- (ii) This Letter of Acceptance is sent herewith to you in duplicate. You are requested to return one copy of it duly acknowledged and signed by authorized signatory on all pages indicating "Unconditional Acceptance" thereof so as to reach the undersigned within one week of the receipt of this letter (as per Clause F3 of Instructions to Tenderers ITT).
- (iii) This Letter of Acceptance shall be treated as '**Notice to Proceed**' as defined in Clause 8.1 of GCC and the work shall be completed within **16 months** (Sixteen months) from **29/09/2020**.

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- (iv) You shall ensure full compliance with Tax Laws and labour laws of India with regard to this contract and shall be solely responsible for the same. You shall keep the Employer fully indemnified against your liability of tax, interest, penalty etc. in respect thereof, which may arise.
- (v) **General Manager/Signalling/O&M** of this organization will be the 'Engineer' for this contract.
- (vi) You are requested to contact **General Manager/Signalling/O&M** immediately for further necessary action in this matter and to start the work.
- (vii) All the work shall be executed in accordance with the specifications stipulated in Tender.
- (viii) Please take necessary action as required vide Clause Nos. F4 and F5 of Instructions to Tenderers (ITT) regarding submission of performance security and signing of agreement.

It may please be noted that until a formal agreement is executed, this letter will constitute a binding Contract between you and DMRC.

Thanking you,

Yours faithfully,

(A.K. Garg)

Director Operation

For and on the behalf of Delhi Metro Rail Corporation Ltd.

N.O.O

- Copy to GM/Signalling/O&M and GM/Finance/O&M: along with a copy of TC minutes and comparative statement for information and further necessary action please.
- CE/Planning: for information and necessary action please.