



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)

No.DMRC/Tender(O&M)/OCW-795/2020/836/2336

Date:15.12.2020

LETTER OF ACCEPTANCE

M/s Kemflw Water Treatment Pvt. Ltd.

WZ-1198, Nangal Raya,

New Delhi-110046,

Mob.-9899580337

Sub: Contract: OCW-795: Design, Providing, Installation and Commissioning of one RO Plant having two ROs, i.e. one having capacity 3000LPH and second RO having capacity 1000LPH at Shastri Park Staff Quarters including operation and comprehensive maintenance (CAMC).

Ref : (i) Online Open Tender submission on e-tendering portal on 13.08.2020

(ii) Your post bid reply submitted on 12.10.2020

(ii) Financial bid opened on 01.12.2020

Dear Sir,

1. With reference to above, Letter of Acceptance (LOA) is hereby issued to you for the above mentioned work at total cost of **INR 1,64,53,356.41 (Rupees One Crore Sixty Four Lakhs Fifty Three Thousand Three Hundred Fifty Six and Forty One Paise only)** including all taxes, duties, octroi, royalties etc.
2. This 'Letter of Acceptance' is sent herewith to you in duplicate. You are required to return one copy of it duly signed by you on all pages indicating "Unconditional Acceptance" thereof so as to reach the undersigned within seven days of the receipt of this letter.
3. This "Letter of acceptance" shall be treated as "Notice to Proceed" as defined in clause 8.1 of GCC and the completion period for this work is **78 (seventy eight) Months (6 months for design, providing, installation, commissioning and Testing of RO plant. Thereafter, DLP shall be 1 year for design, providing, installation, commissioning and Testing of RO plant. 6 years of its operation including DLP and 5 years comprehensive maintenance) from the stipulated date of commencement of work.**
4. You shall ensure full compliance with Tax 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.

नवल किशोर झा / Nawal Kishore Jha
उप मुख्याधिकारी/विद्युत/सी. एच. एल./ Dy. CE/Tender O&M
दिल्ली मेट्रो रेल कॉर्पोरेशन लिमिटेड
Delhi Metro Rail Corporation Ltd.
Page 1 of 2 (OCW-795)

(मेट्रो भवन, फायर ब्रिगेड लेन, बाराखम्बा रोड, नई दिल्ली-110001)

Metro Bhawan, Fire Brigade Lane, Barakhamba Road, New Delhi-110001

5. Dy.CE/C&S/SPD of this organization will be the Engineer for this contract.
6. You are requested to contact the Dy.CE/C&S/SPD immediately for further necessary action in this matter and to start the work within 7 days from the date of issue of this L.O.A. or as per the instructions of Engineer.
7. All the works shall be executed in accordance with the specifications stipulated in Tender.
8. It may please be noted that until a formal agreement is executed, this letter will constitute a binding Contract between you and DMRC. Please take necessary action as required vide Clause Nos. F4 and F5 of Instructions to Tenderers (ITT) regarding signing of agreement within 45 days from the issue of Letter of Acceptance and submission of performance security within 30 days from the date of receipt of LOA. Further, it is pertinent to mention that delay in submission of performance security shall attract penal interest/lead to termination as per clause 4.2 of GCC.
9. The amount of performance security for this contract has been reduced from 10% to 3% of the value of contract due to COVID-19 pandemic. Accordingly, the revised clause F.5.1 of ITT is attached herewith.

Thanking you,

Yours sincerely,

For Delhi Metro Rail Corporation Limited

(N. K. Jha) 15/12/20

Dy. CE/Tender (O&M)

नवल किशोर झा / Nawal Kishore Jha
एच युन कर्मचारी/निर्देश/ले. एड एम/Dy. CE/Tender O&M
दिल्ली मेट्रो रेल कॉर्पोरेशन लिमिटेड
Delhi Metro Rail Corporation Ltd.
रोडो भवन, बाराखम्बा रोड, नई दिल्ली-01
Metro Bhawan, Barakhamba Road, New Delhi-01

Encl:-One Copy of this letter in duplicate.

Contract: OCW-795: Design, Providing, Installation and Commissioning of one RO Plant having two ROs, i.e. one having capacity 3000LPH and second RO having capacity 1000LPH at Shastri Park Staff Quarters including operation and comprehensive maintenance (CAMC).

F5 Performance Security

F5.1 The Performance Security required in accordance with Clause 4.2 of the GCC shall be for ~~10%~~ **3%** of the Contract Price from the Scheduled commercial Bank (including Scheduled Commercial Foreign Banks) in India in the currency in which the Contract Price is payable which may be reduced for balance years on completion of each year. The Performance Security shall be furnished to the Employer within 30 (thirty) days of receipt of the Letter of Acceptance.

The required performance security shall be submitted in part as described below:

- (i) One performance security @~~10%~~ **3%** of the amount of Schedule-A and Schedule-D of BOQ having validity of 06 months beyond the Defect Liability Period (DLP)
- (ii) And other Performance security @~~10%~~ **3%** of the total value of CAMC i.e. total amount of Schedule-B and Schedule-C of BOQ valid up to 06 months beyond completion period.

The required Performance Security for the sum mentioned above may be submitted in any one of the following forms:

- (a) Irrevocable bank guarantee in the prescribed format, given in Annexure-6A of Instruction to Tenderers (ITT), issued by a Scheduled Commercial Bank based in India or from a branch in India of a Scheduled foreign Bank payable at New Delhi. The bank guarantee must be issued on the Structured Financial Messaging System (SFMS) platform and the following codes are to be used by the issuing bank for the purpose mentioned below.

Issuance & Amendment of Bank Guarantee

Code	Purpose
MT760/ IFN760	Bank Guarantee Issuance
MT767/ IFN767	Bank Guarantee Amendment

Confirmation of Issuance and Amendment Bank Guarantee

Code	Purpose
IFN760 COV	Confirmation of Bank Guarantee Issuance
IFN767 COV	Confirmation of Amendment in Bank Guarantee

A separate invoice of the BG will invariably be sent by the issuing bank to the Employer's bank through SFMS. The details of Employer's bank are as under:

ICICI BANK LTD
9A, Phelps Building, Connaught Place, New Delhi-110001.
IFSC Code; ICIC0000007

The bank guarantee issued on the SFMS platform shall only be acceptable to the Employer.

- (b) Bank Draft in favour of Delhi Metro Rail Corporation Ltd. payable at New Delhi from a Scheduled Commercial Bank based in India, or
- (c) Fixed Deposit Receipt (FDR) of a Scheduled Commercial bank based in India duly pledged in favour of Delhi Metro Rail Corporation Ltd. and styled as Delhi Metro Rail Corporation Ltd. A/c.....(Name of the Tenderer).....along with letter issued by bank as per Annexure-6B of ITT. The bidder should duly discharge the FDR by signing on reverse side (on revenue stamp) and the signature should be verified by the issuing bank.

In case of joint venture/consortium, the Performance Security is to be submitted in the name of the JV/Consortium. However, splitting of the performance security (while ensuring the security is in the name of JV/Consortium) and its submission by different members of the JV/Consortium for an amount proportionate to their scope of work is also acceptable.

The Performance Guarantee should be valid for a period of 06 (six) months beyond the Defect Liability Period.

नवल किशोर झा / Nawal Kishore Jha
उप मुख्य अभियंता/निदेशा/ओ. एड एन./ Dy. Chief Engineer
दिल्ली मेट्रो रेल कॉर्पोरेशन लिमिटेड
Delhi Metro Rail Corporation Ltd