

CIN No. U74899DL 1995GOI068150

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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)/OPR-781/2020/822/2376

Date: 08.01.2021

LETTER OF ACCEPTANCE

M/s Sikander Kumar Singh
B-4/483, Rajveer Colony
Gharoli Extn, Delhi-110096

Sub: CONTRACT: OPR-781: Licensing of Parking Rights at Noida Electronic City (NEC) Metro Station of Line-3.

Ref: (i) Technical Bid opened on 22.09.2020.

(ii) Financial Bid opened on 11.12.2020.

Dear Sir,

1. Your bid/offer for operating the parking site at Noida Electronic City of DMRC Network on license basis for the period of one year (extendable for further one year or part thereof at the sole discretion of DMRC) has been accepted by the competent authority for the Monthly Licence fee of ₹3,24,000.00 (Rupees Three Lakhs Twenty Four Thousand only) as per attached BOQ, which is equivalent to the Annual Licence fee of ₹38,88,000/- (excluding all taxes) i.e plus GST and TCS as applicable for total super area of 2400 sqm at the above said parking site as mentioned in Annexure-4 of ITT subject to fulfilment of all General Terms and Conditions and tender conditions. GST as applicable from time to time (presently @ 18%) shall be paid extra by the licensee as per clause 9 of GTC.
There shall be an initial Lock in Period of 06 months from the date of handing over of the parking site/start of licence period. The Licensee shall have an option to surrender & exit from the contract only after the said lock in period. In the case that this option is exercised, the licensee will be required to give 90 days prior notice in writing to DMRC, which can be given only after the lock in period of 06 months. The detailed provisions in this regard shall be applicable as per clause 12 of General terms and conditions.
2. You are requested to deposit two passport size photographs, two non judicial stamp papers (Rs 100/- each) with DMRC Ltd. as first party M/s Sikander Kumar Singh as second party within 30 days from the date of issue of LOA.
3. This 'Letter of Acceptance' is sent herewith to you in duplicate. You are required to return one copy of it duly signed & stamped by you on all pages indicating "Unconditional Acceptance" thereof so as to reach the undersigned within seven days of the date of this letter.

नवल किशोर झा/Nawal Kishore Jha
जन कल्याण/निविदा/ओ. एन. एम./Dy. CE/Tender/O&M
दिल्ली मेट्रो रेल कॉर्पोरेशन लिमिटेड
Delhi Metro Rail Corporation Ltd.
मेट्रो भवन, बाराखम्बा रोड, नई दिल्ली-01
Metro Bhawan, Barakhamba Road, New Delhi-01

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

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

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.
5. You are requested to take further necessary action to take over the above parking area/sites with effect from the applicable date as per the instructions of JGM/C&S office, after making full payment of Dues/IFSD as per this LOA.
6. The aforesaid contract shall be managed by JGM/C&S of DMRC Ltd. The day-to-day monitoring/Supervision and execution of the aforesaid contract shall be handled by JGM/C&S of DMRC Ltd.
7. The Parking site at Noida Electronic City (NEC) metro station shall be operated in accordance with Employer's Requirement and GTC of Tender document. Parking charges will be recovered from the users as per clause 5 of GTC. The parking rates are inclusive of GST.
8. It may please be noted that until a formal License agreement is executed, this letter along with all the Terms & Conditions of the tender/bid document shall constitute a binding agreement between you and DMRC.

The License agreement shall be executed within 45 days from date of issue of the LOA. If in future, DMRC orders to register the agreement in the sub-registrar office GNTCTD then the entire incurred expenditure including stamp paper & government fee etc. will have to be borne by the contractor only and no remission will be allowed due to said circumstances.

9. You are also required to deposit an Interest free security deposit/performance security (equivalent to three months license fees) & one month advance License fee as per clause G of ITT and clause 8 of GTC respectively within Thirty (30) days from the date of issue of LOA.

Details of amounts to be deposited/ paid by you are as under:-

S. No	Description	Amount (in Rs.)
a	Interest free Security Deposit	Rs. 9,72,000.00 (equivalent to 03 months license fees)
b	Advance monthly License Fee	Rs. 3,24,000.00 (equivalent to 01 month license fees)
c	18% (GST)	Rs.58,320.00 (On monthly license fees)
d	2% TCS	Rs. 6480.00 (On monthly license fees)
Total amount		Rs. 13,60,800/- (Rupees Thirteen Lakh Sixty Thousand Eight Hundred only)

Your Earnest Money Deposit of Rs. 21,345.00/- will be adjusted against total dues and thus, Balance of Rs. 13,39,455/- (Rupees Thirteen Lakh Thirty Nine Thousand Four Hundred Fifty Five only) is to be paid by you to DMRC. As per clause-G of ITT, Interest Free Security Deposit (IFSD) along with one month advance License fee + GST+ TCS after adjustment of EMD i.e. Rs. 13,39,455/- (i.e. Rs 9,72,000/- + Rs 3,88,800/- Rs. 21,345/- EMD) (Rupees Thirteen Lakh Thirty Nine Thousand Four Hundred Fifty Five only) has to be paid to DMRC in the form of Demand Draft/ Pay Order/ NEFT/ RTGS in favour of DMRC Ltd. payable at Delhi and issued by a Scheduled commercial bank before executing the License Agreement and before handing over of the above mentioned parking site of DMRC. In case you fail to pay the said amount to DMRC within 30 days of the date of issue of LOA, it will be treated as your refusal/ inability to perform the contract and DMRC reserves the right to terminate this tender and cancel the LOA and forfeit the EMD. However, as per clause G 1.2 (f) of ITT, DMRC may allow an extended period of

30 days i.e. upto 60 days of date of issue of LOA to pay this LOA amount along with interest for delayed period of payment as detailed therein. You are also required to ensure the following:-

- (i) Two ABC powder type stored pressure fire extinguishers of 5 Kg each should be provided by you at the parking sites. You will also ensure the provision for sufficient number of handheld devices (with printer) for issuing of parking slip, automatic boom barrier and CCTV camera to cover & monitor the parking site.
- (ii) You have to submit the sample of parking slips to be used by you as per clause 3.4.14 of General Terms and Conditions.
- (iii) Parking rates board to be displayed at the all entry/exit of the parking areas. The Licensee should preferably make payments i.e. Monthly License fee (MLF) and other dues etc. to DMRC Ltd. by e-mode i.e. RTGS/NEFT and shall provide due intimation to DMRC Ltd.
- (iv) Employee deputed by you in parking lot should wear uniforms approved by DMRC during duty hours and also carry an Identity Card to be issued by DMRC on submission of application as per clause 4 of General Terms and Conditions.
- (v) Site shall be handed over only after the receipt of Complete LOA payment i.e. interest free security deposit and one month advance license fee + GST + TCS (as applicable) as mentioned above.
- (vi) It is instructed to display the following parking boards at entry/exit of parking sites.
"Do not give vehicle key to parking attendants".
"Parking agency is liable for safety and security of vehicles and to pay damages/compensation".
"DMRC will not be responsible for any damage/theft of vehicles in parking".
- (vii) Parking charges will be recovered from the users as per clause 5 of GTC of the tender document.

Thanking you,

Yours sincerely,
For Delhi Metro Rail Corporation Ltd.

(N.K. Jha)

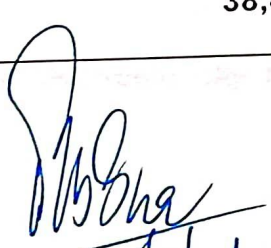
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ज्य. मुख्य अधिकारी/निविदा/ओ. एंड एन. / Dy. CE/Tender O&M
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Delhi Metro Rail Corporation Ltd.
मेट्रो भवन, बाराखम्बा रोड, नई दिल्ली-01
Metro Bhawan, Barakhamba Road, New Delhi-01

Encl : (i) One copy of this letter in duplicate.
(ii) Bill of Quantity

Bill of quantity (BOQ)

Contract OPR-781: Licensing of Parking Rights at Noida Electronic City (NEC) Metro Ststion of Line-3.

Item No	Description	Amount (In Rs.)
1	License fee of Parking Rights at Noida Electronic City (NEC) Metro Station of Line-3 (Excluding GST)	3,24,000.00
Total Amount quoted Monthly License Fees (excluding all Taxes)		3,24,000.00
Total Annual License Fees (in figure) (excluding all Taxes)		38,88,000.00


नवल किशोर झा / Nawal Kishore Jha
ज्य. मुख्य अभियंता / ज्य. सहायक अभियंता / Dy. CE/Tender/O&M
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