

CIN No. U74899DL 1995G01068150

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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)

O/C

No. DMRC/O&M/C&S/SPD/01/69

Date: 31.03.2021

LETTER OF ACCEPTANCE

M/s Surya RO System Pvt. Ltd.
556, First Floor, Sector-28
Faridabad, Haryana-121008,
Ph.: 91-9811628556

Sub: Contract: OCM-834: Comprehensive Maintenance and Operation Contract for RO plant having capacity 500 LPH and drinking water fountain at Rithala to Pitampura Metro Stations of Line-1.

Ref: (i) Financial bid opened on 15.03.2021

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 15,24,161.62 (Rupees Fifteen Lakh Twenty Four Thousand One Hundred Sixty One and Paise Sixty Two 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 **03 Years** 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.
5. You are requested to contact the AM/WL-1 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.

Uday

SUNIL KUMAR
Dy. Civil Engineer (Civil & Structure)
Delhi Metro Rail Corporation Limited
Shashil Park

Page 1 of 2 (OCM-834)

(मेट्रो भवन, फायर ब्रिगेड लेन, बारखम्बा रोड, नई दिल्ली-110001)
Metro Bhawan, Fire Brigade Lane, Barakhamba Road, New Delhi-110001

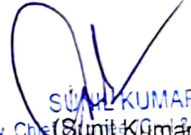
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6. All the works shall be executed in accordance with the specifications stipulated in Tender.
7. It may please be noted that until a formal agreement is executed, this letter will constitute a binding Contract between you and DMRC. Please take necessary action as required vide Clause Nos. F4 and F5 of Instructions to Tenderer's (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.
8. 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


SUNIT KUMAR
Dy. Chief Engineer (Structure)
Delhi Metro Rail Corporation Limited
Dy. GE/C&S/SPD

Encl:-One Copy of this letter in duplicate, BOQ



Receipt No : 75259/2021/O/o CGM (CIVIL/O&M)

DELHI METRO RAIL CORPORATION

Bill of Quantities (BOQ)

Name of work: Comprehensive maintenance and operation contract for RO plant having capacity 500 LPH and drinking water fountain at Rithala to Pitampura metro stations of line-1.

NDSR	Description of work	Unit	Qty	Rate	Amount	Remarks
NDSR-1	Comprehensive maintenance and operation contract for RO plant having capacity 500 LPH and drinking water fountain with cooling capacity of 34 LPH with minimum two outlets installed at 4 Stations i.e. Rithala, Rohini West, Rohini East and Pitampura of line-1 for three years period, which including cost of operator, contractor profit and overhead charges required tools and plants, machineries, all consumables and chemicals to keep the RO plant operational 24 hours, cleaning of plants and nearby areas, back washing of membrane, cleaning of membrane with prescribed chemicals as per requirement, chemical dosing, change of filter media as per requirement. Rates are inclusive of replacement/changing sea water type membranes or equivalent as per manufacturers frequency or as and when required with new one, replacement of ends caps of membranes, pressure gauges, dosing pumps, flow meter, membrane housing, RO micron, cartridges, valves with new one as per requirement, repairing, greasing, overhauling of all pumps, repair and replacement of parts of all electrical panels with new one etc. as per requirement and also provide quality and quantity of treated water as per IS Code and requisite parameter of RO's O&M Manual. Rates are inclusive all complete and nothing shall be paid extra to contractor. The said work will be undertaken as per instructions of Engineer-in-charge.					
	1st Year	Per Months for 4 Nos of RO Plant	4*12=48	20556.00	₹ 9,86,688.00	
	2nd Year		4*12=48	21583.8	₹ 10,36,022.40	
	3rd Year		4*12=48	22662.99	₹ 10,87,823.52	
	Total Amount (NDSR)				₹ 31,10,533.92	
	Less 51% on NDSR (-)				₹ 15,86,372.30	
	Net Amount of NDSR				₹ 15,24,161.62	
	Net Amount of NDSR (In Figures)	Rupees Fifteen Lakhs Twenty Four Thousand One Hundred Sixty One and Sixty Two Paise only				

SUNIL AGGARWAL
Dy. Chief Engineer (Civil & Structure)
Delhi Metro Rail Corporation Limited
Ghaztari Park Train Depot

U.S. 1

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Contract OCM-834: Comprehensive Maintenance and Operation Contract for RO plant having capacity 500 LPH and drinking water supply to two stations of line-1.

by the Employer and the contractor through their authorized signatories will be supplied by the Employer to the Contractor.

- F4.2 Prior to signing of the Contract Agreement, the successful tenderer shall also submit the following documents within a period of 30 days from the date of issue of the Letter of Acceptance:
- Performance Guarantee
 - Power of Attorney
 - Detailed Consortium or Joint Venture Agreement (duly signed and executed) incorporating :
 - Percentage Participation of each member/partner
 - Joint and several liability of the partners

F5 Performance Security

- F5.1 The Performance Security required in accordance with Clause 4.2 of the GCC shall be for 40% 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 from the date of issue of the Letter of Acceptance.

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
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.

- F5.2 The Tenderer has to furnish other Guarantees, Undertakings, and Warranties, in accordance with the provisions of the General Conditions of Contract.

Instructions to Tenderer

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