



दिल्ली मेट्रो रेल कॉर्पोरेशन लिमिटेड DELHI METRO RAIL CORPORATION LTD.

(भारत सरकार एवं दिल्ली सरकार का संयुक्त उपक्रम)
(A JOINT VENTURE OF GOVT. OF INDIA AND GOVT. OF NCT DELHI)

No. DMRC/20/IV-040/2020

Date: 10.08.2021

LETTER OF ACCEPTANCE

To,

M/s Johnson Lifts Private Limited

147, Udyog Vihar Phase-I, Gurgaon,

Haryana-122016

Phone -0124-2340653/2342401

Fax No.-0124-2342401

Email:sameul.jacob@johnsonliftsltd.com

Sub: Tender: LMA DE-07: Providing Escalators on Lease Basis for Delhi MRTS Phase - IV Project.

Ref:

- (i) Your online e-tender submission on e-tendering portal for the subject work opened on date 06.05.2021
- (ii) Post-bid clarifications asked online on 09.06.2021
- (iii) Your reply to post-bid clarifications submitted online on 11.06.2021
- (iv) Opening of financial bid online on 14.07.2021

Dear Sir,

1. With reference to above, Letter of Acceptance (LOA) is hereby issued to you for the above-mentioned work at the total cost of **INR 651,23,33,896.44/- (Six Hundred Fifty One Crores Twenty Three Lakhs Thirty Three Thousands Eight hundred Ninety Six and forty four Paise only)** inclusive of Concessional Custom Duty, GST, all Central/State/Local taxes, levies, duties, cess etc. and all other incidental charges required to fulfil the NIT / RFP / Agreement conditions including any statutory deductions viz. TDS towards income tax/GST/Labour cess and any other taxes etc., inclusive of GST (GST on Quoted Lease Charges and Quoted Maintenance Charges shall be paid as per actual based on documentary evidence and limit of Rs 30 Lakhs mentioned in Article 39 of Agreement shall include this increase/decrease of GST) as applicable on Quoted Lease Charges and Quoted Maintenance Charges.
2. The present Award of Contract as per S.No. 1 above is for 323 No. of Escalators. However, as per Note (1) & (2) of Clause A 2.2 of NIT, **"the above quantity and vertical height of travel for escalator, are subject to change and shall be firmed up by DMRC during execution stage of Phase-IV.**
3. Payment of Lease Charges and Maintenance Charges shall be in accordance with Article 23 and Article 24 of the Agreement. The Monthly Breakup of Lease and Maintenance Charges payable to you shall be as quoted by you in the Financial Proposal, a copy of which is also enclosed herewith as Annexure-'A'.

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4. As per Clause 1.1.3 of RFP, "The scope of Project shall broadly include design, manufacturing, supply, installation, testing, commissioning including integrated testing and commissioning, financing, leasing, and maintenance of Escalators thereof in accordance with the Agreement."
5. 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 7 days of the receipt of this letter as per Clause 3.4.1 of RFP
6. 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.
7. You shall register yourself with DMRC Vendor Payment Portal for payments etc. as per procedure annexed as Annexure-'B' with this LOA.
8. This Letter of Acceptance shall be treated as 'Notice to Proceed' and the work shall be completed within 228 months (Two Hundred Sixteen Months) from 16.08.2021. 228 Months Completion period is considering the 48 months initial installation and commissioning of escalators, lease and maintenance of each escalator for next 180 months after commercial opening date, as per A 2.5 of NIT.
9. GM/E/L&E of this organization will be the Engineer for this Contract.
10. You are requested to contact the GM/E/L&E immediately for further necessary action in this matter and to start the work.
11. All the work shall be executed in accordance with the specifications stipulated in Tender.
12. 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 No.3.5, 3.6 of RFP & Article 9 of Agreement regarding signing of Agreement and submission of Performance Security.

Thanking you,

Yours Sincerely,


11/08/2021

(O. H. Pande)

Director/ Electrical

For and on behalf of Delhi Metro Rail Corporation Ltd.