CIN No. U74899DL 1995GOI068150
दूरभाष Tel.: 23417910/12
फैक्स Fax : 23417921

दिल्ली मेट्रो रेल कॉर्पोरेशन लि०
DELHI METRO RAIL CORPORATION LTD.

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

No.DMRC/Tender(O&M)/ORM-857/2020/898/2420

Date:04-02-2021

LETTER OF ACCEPTANCE

M/s Kaynes Technology India Pvt. Ltd.
#402, 4th, Dakshna Building, Plot No.2,
Sector-11, Next to Raigad Bhavan, CBD Belapur,
Navi Mumbai-400614
Mob:-+91 7700953989 & 9930617425

Sub: Contract: ORM-857: Rate contract for repairing of items of CCTV system (DVC, DVR and Storage module) of RS-2/5/7/11 (Bombardier) trains at Khyber Pass Depot, Sultanpur Depot, Yamuna Bank Depot and Najafgarh Depot.

Ref :(i) Online Open Tender submission on e-tendering portal on 26.11.2020
(ii) Your reply to post bid query submitted on 15.12.2020
(ii) Financial bid opened on 29.12.2020
(iv) Your Revised Negotiated offer vide letter No. KTIPL/DMRC/O&M/2020-21 dated 19.01.2021

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 1,85,74,380/- (Rupees One Crore Eighty Five Lakhs Seventy Four Thousand Three Hundred Eighty only) inclusive of all.**
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 (Three) 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. Sr.DGM/RS of this organization will be the Engineer for this contract.

नवल किशोर झा/Nawal Kishore Jha
उप मुख्य अभियंता/निविदा/ओ. एण्ड एम./Dy. CE/Tender/O&M
दिल्ली मैट्रो रेल कॉर्पोरेशन लिमिटेड
Delhi Metro Rail Corporation Ltd.
मेट्रो भवन, बाराखम्बा रोड, नई दिल्ली
Metro Bhawan, Barakhamba Road, N...

(मेट्रो भवन, फायर ब्रिग्रेड लेन, बाराखम्बा रोड़, नई दिल्ली-110001)
Metro Bhawan, Fire Brigade Lane, Barakhamba Road, New Delhi-110001

6. You are requested to contact the Sr.DGM/RS 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% of the annual value of contract price to **3% of the value of contract price** due to COVID-19 pandemic. Accordingly, the revised clause F5.1 of ITT is attached herewith.

Thanking you,

Yours sincerely,

For Delhi Metro Rail Corporation Limited

नवल किशोर झा/Nawal Kishore Jha
उप मुख्य अभियंता/निविदा/ओ. एण्ड एम./Dy. CE/Tender/O&M
दिल्ली मैट्रो रेल कॉर्पोरेशन लिमिटेड
Delhi Metro Rail Corporation Ltd.
मेट्रो भवन, बाराखम्बा रोड, नई दिल्ली
Metro Bhawan, Barakhamba Road, New Delhi

4/2/21

(N.K. Jha)
Dy.CE/Tender (O&M)

Encl:-One Copy of this letter in duplicate

a. Power of Attorney
b. Detailed Consortium or Joint Venture Agreement (duly signed and executed) incorporating :
   i. Percentage Participation of each member/partner
   ii. 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 ~~10% of the annual value~~ ***3%*** of 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 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 payble 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 & Amendment Bank Guarantee

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

(b) 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 of a Scheduled Commercial Bank/ Post offices based in India duly pledged in favour of 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 expiry of 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.

F5.3 Failure of the successful Tenderer to comply with the requirements of paragraphs F4 and F5 shall constitute sufficient grounds for the annulment of the award and forfeiture of the Tender Security.

Signature Not Verified
Digitally signed by Abhishek Vimal
Date: 2021.02.04 17:42:19 IST
Location: eProcure-EPROC

नवल किशोर झा / Naval Kishore Jha
दिल्ली मेट्रो रेल कॉर्पोरेशन लिमिटेड / Delhi Metro Rail Corporation Ltd
मेट्रो भवन, बाराखम्बा रोड, नई दिल्ली / Metro Bhawan, Barakhamba Road, New Delhi

NKJha
4/2/21