



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)

DMRC/O&M/E&M/AEL/NDRU/AHU

Date:07-10-2021

LETTER OF ACCEPTANCE

M/s Snowmex Engineers Ltd.

3 & 4, Jeevan Deep Building

10, Parliament Street

New Delhi- 110001

Phone: 9971974914

Sub: Contract No. APL/E&M/AHU-01: "Rectification/Replacement & Modification of AHU and SITC of Louvers, Grills and Ducting at New Delhi Metro Station of Airport Line for Regional Office of DMRC".

Ref: (i) Online Open Tender submission on e-tendering portal on 26.08.2021.

(ii) Your reply to post bid queries on 14.09.2021

(iii) Financial Bid opened on 21.09.2021.

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 Rs. **17,00,911.60 (Seventeen Lakh Nine Hundred Eleven Rupees and Sixty Paise Only)** Including all duties, taxes, octroi, royalties, levies etc.
2. This "Letter of Acceptance" is sent herewith to you in duplicate. You are requested to return one copy duly signed by your authorized signatory on all pages including your unconditional acceptance thereof so as to reach the undersigned within one week of 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 **45 days** from the stipulated date of commencement of work i.e 07/10/2021.
4. You shall ensure full compliance with tax laws of India with regard to this contract and payment shall be subjected to deduction of tax at source in accordance with the Provisions of Income Tax Act and any other tax applicable.
5. JGM/E&M-II of this organisation will be the engineer for this contract.
6. You are requested to contact the JGM/E&M-II immediately for further necessary action in this matter and to start the work within 7 days from the date of issue of this LOA or as per the instructions of Engineer.
7. All the work shall be executed in accordance with the specifications stipulated in Tender documents.

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

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

8. It may please noted that until a format 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 of Tenderers (ITT) regarding signing of agreement within 45 days from date of issue 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 F5.1 of ITT is attached herewith.

Thanking You

Yours truly,

 07/10/2023

(Vivek Shrivastava)

JGM/E&M-II

Encl: 1) One copy of this letter in duplicate
2) Copy of revised clause F5.1 of ITT
3) Bill of Quantity



F4.1 The Tenderer should note that in the event of acceptance of the Tender, the Tenderer will be required to execute the Contract Agreement. The Employer shall prepare the Agreement in the Proforma (Annexure-6) included in this Document, duly incorporating all the terms of agreement between the two parties. Within 45 days from the date of issue of the letter of acceptance, the successful tenderer will be required to execute the Contract Agreement. The performance guarantee (Security) should be submitted immediately after issue of letter of acceptance but not later than the agreement is signed between the parties. One copy of the Agreement duly signed 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 issue of the Letter of Acceptance:

- a. Performance Guarantee
- b. Power of Attorney
- c. 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 and Clause 3 of SCC **shall be for 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-5A 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-5B 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 JV/Consortium, the requirement of Performance Security shall be distributed between/among the members as per their percentage participation. The constituent members shall submit Performance Security (as per % participation in JV / Consortium) from their