



दिल्ली मेट्रो रेल कॉर्पोरेशन लि०

DELHI METRO RAIL CORPORATION LTD.

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

No. DMRC/Tender (O&M)/OPR-1207/2022/1250/ 5335

Date: 17.02.2023

LETTER OF ACCEPTANCE

M/s Ashok Kumar Sharma
D-14/383, Lalita Park
Laxmi Nagar
Delhi-110092
Ph-9868266382.

Sub: Contract OPR-1207: Licensing of Parking Rights at Netaji Subhash Place, Sarai and Najafgarh Metro Stations of DMRC.

Ref: (i) Technical Bid opened on 01.12.2022.
(ii) Financial Bid opened on 02.02.2023.
(iii) You negotiated revised offer dated 13.02.2023.

Dear Sir,

1. Your bid/offer for operating the parking sites at Netaji Subhash Place, Sarai and Najafgarh Metro Stations of DMRC Network on license basis for the period of Four years (extendable by one year on mutually agreed terms and conditions, including License Fee) has been accepted by the competent authority for the Monthly Licence fee of ₹6,04,000/- (Rupees Six Lakh and Four Thousand only) as per attached BOQ, which is equivalent to the Annual Licence fee of ₹72,48,000/- (excluding all taxes) i.e. plus GST and TCS as applicable for total super area of 6271.04 sqm at the above said 3 parking sites (i.e. 2278.57 sqm at Netaji Subhash Place, 2192.36 sqm at Sarai and 1800.11 sqm at Najafgarh metro stations parking sites) as mentioned in Annexure-4 of ITT subject to fulfilment of all General Terms and Conditions (GTC) 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 12 months from the date of handing over of the parking sites/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 180 days prior notice in writing to DMRC, which can be given only after the lock in period of 12 months. The detailed provisions in this regard shall be applicable as per clause 12 of General terms and conditions.

2. 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 from the date of issue of LOA.

हरीश कुमार / Harish Kumar *HP*
उप मुख्य अभियंता/निविदा/ओ एंड एम / Dy. CE /Tender / O&M
दिल्ली मेट्रो रेल कॉर्पोरेशन लि/ Delhi Metro Rail Corp. Ltd.
मेट्रो भवन, फायर ब्रिगेड लेन/ Metro Bhawan, Fire Brigade Lane,
बाराखंबा रोड, नई दिल्ली-11/ Barakhamba Road, New Delhi-11

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3. 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.
4. 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 O/o GM/Operations, after making full payment of Dues/IFSD as per this LOA.
5. The aforesaid contract shall be managed by GM/Operations of DMRC Ltd. The day-to-day monitoring/Supervision and execution of the aforesaid contract shall also be handled by GM/Operations of DMRC Ltd.
6. The Parking sites at the 3 (three) metro stations 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.
7. It may please be noted that until a formal License agreement is executed, this LOA along with all the Terms & Conditions of the tender/bid document shall constitute a binding agreement between you and DMRC Ltd.

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.

8. You are also required to deposit an Interest free security deposit/performance security {equivalent to 03 (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 18,12,000/- (equivalent to 03 months license fees)
b	Advance monthly License Fee	Rs 6,04,000/- (equivalent to 01 month license fees)
c	18% (GST)	Rs 1,08,720/- (On monthly license fees)
d	2% TCS	Rs 12,080/- (On monthly license fees)
Total amount		Rs 25,36,800/- (Rupees Twenty Five Lakh Thirty Six Thousand Eight Hundred only)

Your Earnest Money Deposit of ₹3,21,220.00 will be adjusted against total dues and thus, Balance amount of ₹22,15,580.00 (Rupees Twenty Two Lakh Fifteen Thousand Five Hundred Eighty only) including one month advance license fee + GST + TCS is to be paid by you to DMRC. As per clause-G of ITT, Interest Free Security Deposit (IFSD) shall be paid/ deposited to DMRC Ltd. 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 03 (three) parking sites 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 G2 (g) 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

हरीश कुमार / Harish Kumar
उप मुख्य अभियंता / निविदा / ओ एंड एम / Dy. CE / Tender / O&M
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मेट्रो भवन, फायर ब्रिगेड लेन / Metro Bhawan, Fire Brigade Lane
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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 full 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".

Thanking you,

हरीश कुमार / Harish Kumar
उप मुख्य अभियंता/निवेदा/ओ एंड एम / Dy.CE/Tender/ O&M
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मेट्रो भवन, फायर ब्रिगेड सेन्ट्रल Metro Bhawan, Fire Brigades Centre
बाराखम्बा रोड, नई दिल्ली-110017 Barakhamba Road, New Delhi-110017

Yours sincerely,

(Harish Kumar)

Dy.CE/Tender (O&M)

For Delhi Metro Rail Corporation Ltd.

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

(ii) Bill of Quantity

Bill of quantity (BOQ)		
CONTRACT OPR-1207: "Licensing of Parking Rights at Netaji Subhash Place, Sarai and Najafgarh Metro Stations of DMRC.		
Name of Firm/ Agency		M/s Ashok Kumar Sharma
Item No	Description	Amount (In Rs.)
1	Monthly License fees (excluding GST & TCS) for Netaji Subhash Place Metro Station parking for 2278.57 SQM super Area.	1,78,844.96
2	Monthly License fees (excluding GST & TCS) for , Sarai Metro Station parking for 2192.36 SQM super Area.	2,63,127.05
3	Monthly License fees (excluding GST & TCS) for Najafgarh Metro Station parking for 1800.11 SQM super Area.	1,62,027.90
Total Amount quoted Monthly License Fees (excluding GST & TCS)		6,03,999.91
Total Amount quoted Monthly License Fees (excluding GST & TCS) (rounded Off)		6,04,000
Total Annual License Fees (in figure) (excluding GST & TCS) (rounded Off)		72,48,000


 17/02/2023

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