



वाष्कोस लिमिटेड WAPCOS LIMITED

(भारत सरकार का उपक्रम)
जल शक्ति मंत्रालय
(A Government of India Undertaking)
Ministry of Jal Shakti



WAP/INFS-IV/LADAKH/ICC/EPC/2022-23/1

13.09.2022

To,

M/s. Suraj Builder India Private Limited in Consortium with
M/s. Saidham Super Services Solutions Pvt. Ltd. (2nd party),
M/s. Ryme Worldwide, S. A. (3rd Party) and
M/s. PMIC Private Limited (4th Party)
702, 7th Floor, Titanium,
Vibhuti Khand, Gomti Nagar,
Lucknow - 226010 UP (INDIA)
Email: surajbuilder@gmail.com
Tel: +91-522-3510073

Sub: "Setting Up of Inspection and Certification Center including Operations for 2 Years and Annual Maintenance Contract for 5 Years in Leh, Ladakh on EPC Mode (Tender Reference No.: WAP/BD,R&R/LADAKH/ICC/EPC/2020-21/4 dated 13.05.2022)" - Letter of Award-Regarding.

Dear Sir,

This has reference to your Technical & Financial bid submitted on 16.06.2022 for the subject cited project.

2. The Competent Authority has accepted your proposal for the subject cited assignment at an awarded cost of **INR 12,90,00,000/- (INR Twelve Crore and Ninety Lakh Only) excluding GST** for undertaking the aforesaid project in accordance with the bidding documents and agreement.
3. The quoted rate is inclusive of all associated costs with the project including any out of pocket/ mobilization expenses and taxes if any applicable as per Govt. terms. The Goods and Services Tax (GST) shall be reimbursed as per actual upon submission of proof of payment of GST.
4. Further, pursuant to Clause 1.6 (b) under Instruction to Bidders (ITB) of tender; you are requested to provide Itemized Breakup of Quoted Price including all items for Works and Equipment within one week of receipt of Letter of Award.
5. Further, as per Clause 1.10 under Instruction to Bidders (ITB) and Clause 30 under General Conditions of Contract (GCC) of tender; within 21 days from the date

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CIN : U74899DL1969GOI005070

of issue of LOA/ LOI you are requested to furnish a Performance Security amounting to 3% (Three percent) of total project cost in the form of D.D./ Banker's cheque/ FDR/ BG as per enclosed format from the Nationalized/ Scheduled Bank of equivalent value.

6. Subsequent upon submission of the Performance Security, you are required to sign the work Contract Agreement in accordance with Clause 1.11 of ITB of the tender document.

7. The date of commencement of services shall be reckoned from the date of issuance of Letter of Award.

Yours sincerely



Ak Gaur
(Akhil Gaur)
Addl. Chief Engineer
INFS-IV Division

PG

WAPCOS Limited,
76-C, Sector 18,
Gurgaon-122015.

In consideration of _____ (Employer's name) (hereinafter referred to as "the Employer") which expression shall, unless repugnant to the context or meaning thereof include its successors, administrators and assigns) having awarded to _____ (Contractor's name & address) (hereinafter referred to as "the Contractor" which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns) a contract, by issue of Employer's Notification of Award No. _____ dt. _____ and the same having been unequivocally accepted by the Contractor, resulting into a contract valued at Rs. _____ (Rupees _____ only) for _____ (name of work) (hereinafter called " the contract") and the Contractor having agreed to provide a Contract Performance Guarantee for the faithful performance of the entire contract equivalent to Rs. _____ (Rupees _____ only) (3% of the said value of the Contract to the Employer.

We, _____ (name & address with issue branch mail id of bank) (hereinafter referred to as "the Bank" which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns) do hereby guarantee and undertake to pay the Employer, on demand any or, all monies payable by the Contractor to the extent of Rs. _____ (Rupees _____ only) as aforesaid at any time upto _____ without any demur, reservation, contest, recourse or protest and/or without any reference to the Contractor. Any such demand made by the Employer on the bank shall be conclusive and binding notwithstanding any difference between the Employer and the Contractor or any dispute pending before any Court, Tribunal, Arbitrator or any other authority. The Bank undertakes not to revoke this guarantee during its currency without previous consent of the Employer and further agrees that the guarantee herein contained shall continue to be enforceable till the Employer discharges this guarantee.

We the said Bank further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Contract and that it shall continue to be enforceable till all the dues of the Employer under or by virtue of the said contract have been fully paid and its claims satisfied or discharged or till the Employer certifies that the terms and conditions of the said Contract have been fully and properly carried out by the said Contractor and accordingly discharges the guarantee.

The Employer shall have the fullest liberty without affecting in any way the liability of the Bank under this guarantee, from, time to time to extend the time for performance of the Contract by the Contractor. The Employer shall have the fullest liberty without affecting this guarantee, to postpone from time to time the exercise of any powers vested in them or of any right which they might have against the Contractor and to exercise the same at any time in any manner and either to enforce or to forbear to enforce any covenants, contained or implied, in the Contract between the Employer and the Contractor or any other course or remedy or security available to the Employer. The bank shall not be released of its obligations under these presents by any exercise by the Employer of its liberty with reference to the matters aforesaid or any of them or by reason of any other act or forbearance or other acts of omission or commission on the part of the Employer or any other indulgence shown by the Employer or by any other matter or thing whatsoever which under law would but for this provision, have the effect of relieving the Bank. The guarantee shall not be affected by a change in the constitution of the bank or of the employer.

The bank also agrees that the Employer at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance, without proceeding against the Contractor and notwithstanding any security or other guarantee that the Employer may have in relation to the Contractor's liabilities.

We The Said Bank do hereby declare that we have absolute and unconditional power to issue this guarantee in your favour under the Memorandum and Articles of Association or such other constitutional documents of the Bank and the undersigned have full power to execute this guarantee under the Power of Attorney/ Post Approval Authorization dated _____ of the bank granted to him / us by the Bank. We the said bank do hereby declare and undertake that your claim under the guarantee shall not be affected by any deficiency or other defect in the powers of the bank or its officials and the guarantee shall be deemed to have been issued as if the bank and its officials have all the powers and authorization to give this guarantee on behalf of the bank.

We the said bank do hereby certify the genuineness and appropriateness of the Stamp paper and stamp value used for issuing the guarantee. We the said bank do hereby declare and undertake that your claim under the guarantee shall not be affected by any deficiency or other defect in the stamp paper or its stamp value.

We the said bank do hereby declare that our payments hereunder shall be made to you , free and clear of and without and deduction, reduction on account of any reasons including any and all present and future taxes, levies, charges of withholding whatsoever imposed or collected with respect thereto.

Notwithstanding anything contained hereinabove our liability under this guarantee is restricted to Rs. _____ (Rupees _____ only) and it shall remain in force upto and including _____ and shall be extended from time to time for such period as may be desired by M/S WAPCOS Limited on whose behalf this bank guarantee has been given.

Notwithstanding anything contained herein

- i) Our liability under this guarantee shall not exceed Rs. _____ (Rupees _____ only) ;
- ii) This bank guarantee shall be valid upto _____; and
- iii) our liability to make payment shall arise and we are liable to pay the guaranteed amount or any part thereof under this guarantee, only and only if you serve upon us a written claim or demand in terms of the guarantee on or before _____ **(indicate a date twelve months after validity of guarantee).**

Dated this _____ day of _____ at New Delhi.