



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)

No. DMRC/20/IV-113/2023

Date: 24.06.2024

LETTER OF ACCEPTANCE

M/s ABS FUJITSU General Private Limited (Formerly M/s ABS Aircon Limited)

63/4, Basava Sadana, Vishwanatha Rao Road,

Madhava Nagar Bangalore, Karnataka-01

Mob. No.8420116568, 9831562540

E-mail:manas@abs.fujitsu-general.com

Sub: CONTRACT NO. PE-09: DESIGN, DETAIL ENGINEERING, SUPPLY, INSTALLATION, TESTING AND COMMISSIONING OF ELECTRICAL AND MECHANICAL SYSTEM, FIRE DETECTION, FIRE SUPPRESSION, DG SETS, ELEVATORS AND BMS WORK FOR SUBWAY CONNECTING PATNA MUSEUM AND BIHAR MUSEUM AT PATNA.

Ref:

- (i) Your online Tender submission on e-tendering portal for the subject work opened on 08.03.2024.
- (ii) Your reply to post bid clarifications 1st Round on e-tendering portal opened on 08.04.2024.
- (iii) Your reply to 2nd Round post bid clarifications through email on 07.05.2024.
- (iv) Opening of financial bids online on e-tendering portal on 20.05.2024.
- (v) DMRC letters for negotiation no. DMRC/20/IV-113/2023 dated 03.06.2024 & 05.06.2024.
- (vi) Negotiation meeting held on 06.06.2024.
- (vii) Your email dated 10.06.2024.
- (viii) Your revised offer letter no. NIL dated 11.06.2024.

Dear Sir,

1. With references to above, Letter of Acceptance (LOA) is hereby issued to you for the above-mentioned work at the total amount of **INR 36,07,81,664.00 (INR Thirty Six Crores Seven Lakhs Eighty One Thousands Six Hundred Sixty Four only)** inclusive of all central/state/local taxes, duties, levies, cess and all other incidental charges required to fulfill the tender conditions including statutory deduction viz., TDS towards Income Tax/ GST/ Labour Cess etc.
2. In terms of the Appendix-23 & 24 of FOT submitted by you in your technical submission, read in conjunction with clause 1.1.3.1 (ix) of NIT, you have been considered as a '**Class-I local supplier**' for this work and you have to fulfil all your contractual obligations accordingly.
3. This 'Letter of Acceptance' is sent herewith to you in duplicate. You are required to return one copy of it duly signed by authorized signatory on all pages indicating "Unconditional Acceptance" thereof so as to reach the undersigned within one week of the receipt of this letter (as per Clause F3 of Instructions to Tenderers ITT).

June 24/24/06/24

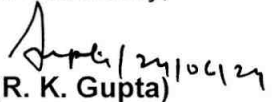
(मेट्रो भवन, 13 फायर ब्रिगेड लेन, बाराखम्बा रोड, नई दिल्ली-110 001)

Metro Bhawan, 13 Fire Brigade Lane, Barakhamba Road, New Delhi-110 001

4. This Letter of Acceptance shall be treated as '**Notice to Proceed**' as defined in Clause 8.1 of GCC and the period of work shall be **24 months (Twenty Four Months)** from **01.07.2024**.
5. 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.
6. **CGM/E/Patna** of this organization will be the 'Engineer' for this contract.
7. You are requested to contact **CGM/E/Patna** immediately for further necessary action in this matter and to start the work.
8. It may please be noted that this is an Urban Development and Housing Department (UD&HD) government of Bihar-funded work. As per the MOU signed between DMRC and UD&HD, this work is being executed by DMRC on deposit work basis wherein there is provision of "**Closure of Contracts and Taking over**". Accordingly, you shall ensure due closure of this contract for execution of works with DMRC. You shall ensure that all risks, rewards and claims associated with this contract are settled before closure of this contract. However, if this closure is not possible within one year of commissioning of Subway for public due to Arbitration etc., the further management of contract will be handled by UD&HD. Further, you shall ensure, indemnifying and hold harmless the DMRC & UD&HD and its officers for any loss or damage sustained by it on account of any fault or negligence in the designing, execution if any untoward incident occurred for these reasons within 5 years of completion of subject contract.
9. All the work shall be executed in accordance with the specifications stipulated in Tender.
10. 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 and submission of performance security respectively.

Thanking you,

Yours Sincerely,


(R. K. Gupta)

Sr.GM/Contracts

For and on the behalf of Delhi Metro Rail Corporation Ltd.

Encl: One copy of this letter in duplicate.