

No. ~~1043~~ 302/MPMRCL/2021

Bhopal, Dated: ~~27~~ 09/2021

Letter of Acceptance of Contract

Contract: “Design and Construction of Seven (7) Elevated Metro Rail Stations including Viaduct portion within the stations and Transition spans on either side of the stations, Entry-Exit Structures, Architectural Finishes, E&M Works etc. (ISBT/MR10 Flyover, Chandragupta Square, Hira Nagar, Bapat Square, Meghdoot Garden, Vijay Nagar Square & Radisson Square)” of Indore Metro Rail Project, Tender Notification No: 200/MPMRCL/2021/Package IN-02, Date: 27.02.2021

To,

Rail Vikas Nigam Limited

August Kranti Bhawan, Bhikaji Cama Place,

New Delhi, Delhi – 110066, India

Ph: 91-11-26738540, 91-9831913337

E-mail: hsrc.rvnl@gmail.com

(Kind Attention: Mr. Amit Tandon, General Manager - Design)

Subject: Letter of Acceptance (LOA) for “Design and Construction of Seven (7) Elevated Metro Rail Stations including Viaduct portion within the stations and Transition spans on either side of the stations, Entry-Exit Structures, Architectural Finishes, E&M Works etc. (ISBT/MR10 Flyover, Chandragupta Square, Hira Nagar, Bapat Square, Meghdoot Garden, Vijay Nagar Square & Radisson Square)” of Indore Metro Rail Project

Reference: Your Tender and clarifications submitted against Tender Notification No: 200/MPMRCL/2021/Package IN-02, Date: 27.02.2021

With reference to the above, the Letter of Acceptance (LOA) is hereby issued to you for the above-mentioned work, for a **total Accepted Contract Amount of INR 381,95,19,000.00 (Rupees Three Hundred Eighty-One Crore Ninety-Five Lakh Nineteen Thousand Only)** comprising:

- Lumpsum Components of “Schedule-A” of INR 315,04,91,753.09 (Rupees Three Hundred Fifteen Crore Four Lakh Ninety-One Thousand Seven Hundred Fifty-Three and Nine Paise Only);
- Item Rate Components for Architectural works of “Schedule-B” of INR 46,51,61,745.44 (Rupees Forty-Six Crore Fifty-One Lakh Sixty-One Thousand Seven Hundred Forty-Five and Forty-Four Paise Only);
- Item Rate Components for Facade works of “Schedule-C” of INR 18,38,65,501.47 (Rupees Eighteen Crore Thirty-Eight Lakh Sixty-Five Thousand Five Hundred One and Forty-Seven Paise Only); and
- Provisional Sum (Fixed Amount) of “Schedule-D” of INR 2,00,00,000.00 (Rupees Two Crore Only),

inclusive of all taxes, duties, royalties, GST, cess, levies, etc.

Pursuant to the Instructions to the Tenderers (ITT), Sub-clause 7.5 and General/ Particular Conditions Sub-Clause 4.2, you are required to furnish the Performance Security for an amount of **INR 11,45,85,570.00 (Rupees Eleven Crore Forty-Five Lakh Eighty-Five Thousand Five Hundred Seventy only)** within fourteen (14) days of receipt of the Letter of Acceptance, using the form of Bank Guarantee for Performance Security included in Annexure – 4 of the Instructions to Tenderers. You are further required to furnish other Guarantees, Undertakings, and Warranties.

You are also informed that you have to execute the Contract Agreement within **thirty-five (35) days** from the date of receipt of the Letter of Acceptance.





Madhya Pradesh Metro Rail Corporation Limited

CIN: U75100MP2015SGC034434

2nd Floor, Smart City Development Corporation Office Building, Kalibadi Road,
BHEL, Sector A, Barkheda, Bhopal – 462022

☎: 0755-2475607

✉: metrorail@mpurban.gov.in

🌐: www.mpmetrorail.com

It may please be noted that until a formal Contract Agreement is executed, this letter shall constitute a binding Contract between yourselves and Madhya Pradesh Metro Rail Corporation Limited.

Pursuant to General/ Particular Conditions Sub-Clause 8.1, the Commencement Date shall be 11/10/2021. The Time for Completion shall be eight hundred forty-seven (847) days as per General/ Particular Conditions Sub-Clauses 1.1.86 and 8.2.

You shall ensure full compliance as a “Class-I Local Supplier” for the minimum local content and other requirements; pursuant to the Instructions to the Tenderers (ITT), Sub-clause 6.5.5.

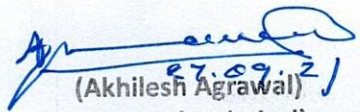
You shall ensure full compliance with the relevant tax laws with regards to this Contract and shall be solely responsible for the same. You shall keep the Employer fully indemnified against your liability of tax. Interest, penalty etc., whichever may arise.

Any suit or application, arising out of any dispute or differences on account of this Tender shall be filed in a competent court at Bhopal, Madhya Pradesh only and no other court or any other district of the country shall have any jurisdiction in the matter.

You are requested to submit the Power of Attorney (s) and Board Resolution (to be duly notarised by notary public) in case of any change of authorised personnel since submitted along with the tender submittals.

This Letter of Acceptance is sent in duplicate. You are required to return one copy of it duly signed by the Authorised Signatory on all pages indicating “Unconditional Acceptance” thereof so as to reach the undersigned within one week of issuance of this letter. In case of no response within such time, this Letter of Acceptance shall be considered as deemed accepted unconditionally.

The General Consultant to the Employer will act as the Engineer for this Contract. You are requested to contact the Engineer (Mr Simon Fourie) Project Director (Bhopal) of the General Consultant, a Consortium of DB Engineering & Consulting GmbH, Geo-data Engineering S.p.A and Louis Berger SAS for further necessary action in this matter.


(Akhilesh Agrawal)
Director (Technical)

Enclosure: one copy of this letter in duplicate

We, the undersigned hereby accept the Letter of Acceptance “**unconditionally**”
(Authorised Signatory for the Tenderer with Company seal).

Company:

Name:

Position (Title):

Signature: