

No.: 2709/MPMRCL/2024Project/P&C/IN-16(T) /579

Bhopal, Dated: 07.11.2024

Letter of Acceptance

To,

M/s B. M. Agrawal and Company

32-FG, Scheme No. 54, Vijay Nagar,

Indore (M.P.)- 452001

Mob: +91 6268772462, + 91 9977385000

Email: bmagrawal72@gmail.com, bmagrawal2020@gmail.com

Kind Attention: Mr. B. M. Agrawal (Proprietor) - Authorized Signatory

Subject : Letter of Acceptance (LOA) for "Road works from Robot Square to ISBT for Indore Metro Rail Project".

Reference : i Tender Notification No.: 550/MPMRCL/2024/Package IN-16, Date: 07.03.2024
ii Your online tender submission on e-tendering portal for the subject work opened on 17.05.2024
iii Post-Bid clarifications sought vide Letter. No. 1724/MPMRCL/2024/Project/P&C/IN-16(T)579, dated 09.07.2024 & your response to post-bid clarifications
iv Post-Bid clarifications sought vide Letter. No. 2322/MPMRCL/2024/P&C/IN-16(T) dated 20.09.2024 & your response to post-bid clarifications
v Financial Bids opened on 16.10.2024

1. With reference to the above, it is hereby informed to you that your bid submitted along with various subsequent documents for the work of "Road works from Robot Square to ISBT for Indore Metro Rail Project" with Tender Notification No: 550/MPMRCL/2024/Package IN-16, Dated: 07.03.2024 is hereby accepted by MPMRCL.

2. The Total accepted Contract amount is mentioned below:

Amount in Currency	Amount In Words (Excluding GST)
₹ 5,75,67,002.55 + GST	Rupees Five Crore Seventy-Five Lakh Sixty-Seven Thousand Two and Fifty-Five Paise only

3. The accepted contract amount is exclusive of GST and inclusive of all central/ state/ local taxes, duties, levies, cess and all other incidental charges required to fulfil the



tender conditions including statutory deduction viz. TDS towards Income Tax/ GST/ Labour cess etc.

4. This tender is allotted with Contract Identification Number (CIN) IN-16 and the same shall be invariably mentioned for all communications with stakeholders throughout this work.
5. Pursuant to the Instructions to the Tenderers (ITT), Sub-clause 6.5 and Sub-Clause 4.2 of Vol. II, you are required to furnish the Performance Security for an amount of INR 57,56,700/- (Rupees Fifty-Seven Lakh Fifty-Six Thousand and Seven Hundred Only) which is 10% of the contract price within thirty (30) days from the date of issue of the Letter of Acceptance, using the form of Bank Guarantee for Performance Security provided in Annexure-7 of the Instructions to Tenderers (ITT), Vol-I of Tender Documents. You are further required to furnish all the other Guarantees, Undertakings, and Warranties as prescribed in the bid documents (as applicable).
6. As stipulated in clause 6.4.1 of ITT (Vol-I) and 1.4 of General/ Special Conditions of Contract (Vol-II) of bid documents, you are required to execute the Contract Agreement within 35 days from the date of issue of the Letter of Acceptance, unless otherwise agreed. The Contract Agreement shall be based on the form provided in Annexure-8 of the Instructions to Tenderers (ITT), Vol-I of Tender Documents. The costs of stamp duties and similar charges (if any) imposed by law in connection with entering into the Contract Agreement shall be borne by the Contractor.
7. It may please be noted that until a formal Contract Agreement is executed, this Letter of Acceptance shall constitute a binding Contract between yourselves and Madhya Pradesh Metro Rail Corporation Limited.
8. Pursuant to General/ Special Conditions of Contract Sub-Clause 8.1, the Commencement Date shall be Fourteen (14) Days after receipt of this letter. The Time for Completion shall be Six (6) Months as per General/ Special Conditions of Contract Sub-Clauses 1.1.3.11 and 8.2.
9. 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.
10. All the works are required to be executed in accordance with conditions, specifications and standards stipulated in the Bid Document including the clarifications and corrigenda issued to the Bid Documents and clarifications submitted by you during Bid Evaluation.



[Handwritten signature]

11. 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.
12. You are requested to submit the Power of Attorney (s) and Board Resolution (to be duly notarised by notary public, as applicable) in case of any change of authorised personnel since submitted along with the tender submittals.
13. 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.
14. In terms of sub-clause 3.1 of General Conditions of Contract (Vol-II), the General Consultant to the Employer will act as the Engineer for this Contract. You are requested to contact the Project Director (Indore) 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 and to start the work.



(Ajay Kumar)
General Manager (Civil/UG/Indore (Projects))
MPMRCL

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: