

No.: 3052/MPMRCL/2023/P&C/BH-05(T)/453

Bhopal, Dated: 14.12.2024

Letter of Acceptance

To:

**M/s. Afcons Infrastructure Limited**

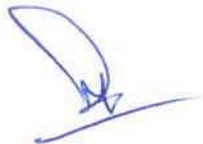
Afcons House, 16, Shah Industrial Estate,  
Veera Desai Road, Azad Nagar, P.O. Box No. 11978,  
Andheri (w), Mumbai - 400053  
Tel. +91-22-67191000.  
Email id: ajay@afcons.com

**Kind Attention:** Mr. M.K. Ajayakumar (Executive Vice President)


**Subject:** Letter of Acceptance (LOA) for “Part Design and Construction of elevated Viaduct, thirteen (13) elevated Metro Rail Stations viz. Bhadbhada Chauraha, Depot Chauraha, Jawahar Chowk, Roshanpura Chauraha, Kushabhau Thakre Hall, Parade Ground, Prabhat Chauraha, Govindpura, Govindpura Industrial Area, JK Road, Indrapuri, Piplani and Ratnagiri Tiraha (excluding an Elevated Passenger Interchange Metro Rail Station), between Chainages 50+000 and 62+915, and access to Depot between Chainages 00+143 and 01+080 for Blue Line” for Bhopal Metro Rail Project”- [BH-05 – EIB]

**Reference:**

1. Your online Tender submission on e-tendering portal for the subject work opened on 20.10.2023 against Tender Notification No.: 1151/MPMRCL/2023/Package BH-05, dated 01.06.2023.
  2. Post-bid Clarifications asked online dated 08.01.2024.
  3. Your reply to post-bid clarifications submitted online dated 17.01.2024.
  4. Your Financial bid opened online on e-tendering portal on 29.10.2024.
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 “Part Design and Construction of elevated Viaduct, thirteen (13) elevated Metro Rail Stations viz. Bhadbhada Chauraha, Depot Chauraha, Jawahar Chowk, Roshanpura Chauraha, Kushabhau Thakre Hall, Parade Ground, Prabhat Chauraha, Govindpura, Govindpura Industrial Area, JK Road, Indrapuri, Piplani and Ratnagiri Tiraha (excluding an Elevated Passenger Interchange Metro Rail Station), between Chainages 50+000 and 62+915, and access to Depot between Chainages 00+143 and 01+080 for Blue Line” for Bhopal Metro Rail Project” with Tender Notification No: 1151/MPMRCL/2023/Package BH-05, Date: 01.06.2023 is hereby accepted by MPMRCL.



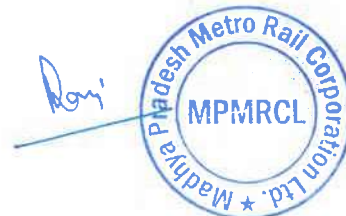

Ajay  
14.12.



2. The Total accepted Contract amount is mentioned below:

Amount in Currency	Amount In Words (Excluding GST)
₹ 1006,74,00,000.00+ GST	INR One Thousand Six Crores and Seventy-Four Lakhs Only

- The accepted contract amount is exclusive of GST but inclusive of all central, state, local taxes, duties, levies, cess and all other incidental charges required to fulfil the tender conditions along with statutory deduction viz., TDS towards Income Tax, GST, Labour cess etc. after considering clause 4.2.4 and 4.2.6 of ITT (Vol I).
- Pursuant to the Sub-clause 7.5 of ITT (Vol I) and Sub-Clause 4.2 of Vol. II (GC and PC) in Corrigendum-03, dated 10.08.2023, you are required to furnish the Performance Security for an amount of INR 50,33,70,000/- (Rupees Fifty Crore Thirty-Three Lakh and Seventy Thousand 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 all the other Guarantees, Undertakings, and Warranties as prescribed in the bid documents (as applicable).
- As stipulated in clause 7.4.1 of ITT (Vol-I) and 1.6 of Vol. II (GC and PC) of bid documents, you are required to execute the Contract Agreement within 35 days from the receipt of the Letter of Acceptance, unless otherwise agreed. The Contract Agreement shall be based on the form annexed to the Particular Conditions. The costs of stamp duties and similar charges (if any) imposed by law in connection with entry into the Contract Agreement shall be borne by the Contractor. The authorised representative of the Contractor shall sign the Contract Agreement.
- 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.
- Pursuant to Sub-Clause 8.1 of Vol. II (GC and PC), the Commencement Date shall be Fourteen (14) Days from the date of receipt of Letter of Acceptance by the Contractor duly acknowledging unconditional acceptance from the contractor. The Time for Completion shall be One Thousand Ninety-Two (1092) Days as per Sub-Clauses 1.1.86 and 8.2 of Vol. II (GC and PC).
- 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.
- 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.
- 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.



11. 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.
12. 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.
13. In accordance with Clauses 1.1.35 and 3.1 of Vol. II (GC and PC), the General Consultant to the Employer will act as the Engineer for this Contract. You are requested to contact the Project Director (Bhopal & 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.



*Ajay*  
14.12.24  
(Ajay Gupta)  
Director (Projects)  
MPMRC

(Ajay Kumar Gupta)  
In-Charge Director (Project)  
Madhya Pradesh Metro Rail Corporation Limited

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: ..... *AFCONS INFRASTRUCTURE LTD* .....  
Name: ..... *M. K. Ajayakumar* .....  
Position (Title): ..... *Executive Vice President* .....  
Signature: ..... *[Signature]* .....