

No.DM/M/01 123647-66

Dated: 08.03.2019

LETTER OF ACCEPTANCE

To,

M/s SUKHMANI BUILDERS

J-100, Patel Nagar -I, Ghaziabad

Uttar Pradesh

Tel:- 9999393399, 9899346878

Email id:- sukhmanibuildersgaba@gmail.com

Sub :- **Tender DM/M/01: Miscellaneous Civil Works from Sahibabad to Duhai including Duhai Depot for Delhi-Ghaziabad- Meerut RRTS Corridor.**

Ref :- (i) Notice Inviting Tender (Press Advertisement) dated 09.06.2018.

(ii) Your Tender submission (in physical form) for the subject work opened (technical package only) on 17.07.2018.

(iii) Post bid queries (in physical form) asked vide NCRTC's Letter No. DM/M/01 dated 28.08.2018.

(iv) Your replies to post bid queries submitted vide your Letter No. Nil dated 04.09.2018.

(v) Opening of financial bid communicated to you vide NCRTC's Letter No. DM/M/01 dated 11.09.2018.

With reference to the above this is to inform to the Contractor that the Contractor's bid for the subject work of "**Miscellaneous Civil Works from Sahibabad to Duhai including Duhai Depot for Delhi-Ghaziabad- Meerut RRTS Corridor**", has been accepted by National Capital Region Transport Corporation Ltd (hereinafter termed as the "Employer") at total contract value of **Rs. 7,55,10,000/- (Rupees Seven Crore Fifty Five Lakhs and Ten Thousand Only)**, (16.10% below on Schedule 1 and 16.10% below on Schedule 2) and hereinafter termed as "Contract value", inclusive of all taxes, duties, royalties etc. except GST, which shall be paid as per rule/ laws of Govt. of India. The scope of work accepted rates and terms/conditions applicable to this LOA are as under:

1.0 Scope of Work


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In terms of **Clause 1.0 of ITB of Section-1 (Instructions to bidders)** of the bid documents, the scope of work covered under this LOA shall be as stipulated in **Clause 2.0 of Part-II of Section-9 (Employer's Requirement)** of the bid documents read with amendments referred above, uploaded on Employer's website and submitted by the Contractor with their bid. The work shall be carried out as per the above scope of work. In case during the process of finalization of bid there is some change in the scope of work, it shall be stated giving reference of communication/document.

1.1 Separate Task order

In terms of **Clause 2.0 of Part-II of Section-9 (Employer's Requirement)** of the bid documents, the Contractor will be required to execute the work for which separate task order has been issued with the specified time for such task as per the accepted rates.

2.0 Accepted Rates/Cost and Payment Schedule

2.1 The accepted rates for various items of work covered under this LOA are stipulated in the Bill of Quantities enclosed at **Annexure-I** to this LOA. The above accepted rates include all costs associated for performing the entire scope of work, all taxes, duties etc complete except **GST, which shall be paid as per rule/ laws of Govt. of India.**

2.2 In terms of **clause 11.1.3 of GCC** of Bid condition, **price escalation is payable** on the accepted rates shall be allowed on any account.

3.0 Completion Period

In terms of **Appendix to Bid** of the bid documents, the entire work shall be completed in a period of **36 months** from the date of issue of this letter of acceptance or from the date as stipulated in bid condition. The work shall be executed as per the work schedule stipulated in **Section-9 (Employer's Requirement)** of bid condition. In case a separate construction schedule is agreed with the contractor, enclosed a copy of same as annexure.

4.0 (a) Submission of Performance Security

In terms of **Clause 41 of ITB of Section-1 (Instructions to bidders)** of the bid documents, within 28 days of receipt of this Letter of Acceptance by the Contractor, the Contractor shall furnish to the Employer a Performance Security in any of the forms stipulated in **clause 4.2 of the General Condition of Contract (GCC)** of the bid document for an amount of **Rs. 75,51,000/- (Rupees Seventy-Five Lakhs and Fifty One Thousand only)** being amount equal to **10% (Ten percent)** of the Contract value stated above.

(b) Submission of Additional Performance Security



In terms of **Clause 35.5 of ITB of Section-1 (Instructions to bidders)** of the bid documents, the Contractor shall furnish to the Employer an additional Performance Security in any of the forms stipulated in **clause 4.2 of the General Condition of Contract (GCC)** of the bid document for an amount of **Rs. 7,16,670/- (Rupees Seven Lakhs Sixteen Thousand Six Hundred and Seventy only)** being amount equal to the **unbalanced schedule beyond 10% (Ten percent)** of the Contract value stated above.

5.0 Release of Bid Security

In terms of **clause 19.5 of ITB of Section-1 (Instructions to bidders)** of the bid document, the bid security submitted by the Contractor with their bid shall be returned upon the execution of the contract agreement and on receipt of the performance security by the employer or the condition stipulated in bid condition.

6.0 Acceptance of conditions in deviation to the bid conditions

In case any of the conditions in deviation to the bid conditions stipulated by the Contractor are decided to be accepted, the same shall be stipulated giving reference of the bid conditions.

7.0 Deployment of key persons

Generally, in case of consultancy contracts, substantial weightage is given to the proposed key persons. In such case, the details of key persons should be given as Annexure to LOA.

8.0 Signing of agreement

In terms of **clause 40 of ITB of Section-1 (Instructions to bidders)** of the bid document, the Contractor shall enter into a contract agreement with the Employer for the works covered under this LOA within the time limits as specified therein. The Contractor shall be informed by the Employer about signing of contract agreement on receipt of acceptance of this LOA and performance security, by the Employer.

9.0 Other terms and conditions

Except for the deviations specifically brought out in various clauses of this LOA, the execution of this contract shall be governed by the various stipulations in the bid document and its amendments referred above. Any deviation from the above conditions, submitted by the Contractor in its bid, if any, stands withdrawn.

10.0 Nomination of Engineer in Charge

In terms of **clause 3.1 of General Conditions of Contract**, it is to inform that **Chief Project Manager/Ghaziabad** has been nominated as the Engineer for the subject contract. The Contractor is advised to interact with the above official for further instructions as regards the execution of works.

(In case the engineer is nominated at the time of issue of LOA, it shall be stated that the nomination shall be advised separately).

11.0 Acceptance of the LOA



This letter of acceptance is being issued in duplicate, in favour of the Contractor. The copy marked as "Duplicate" is required to be returned by the Contractor, duly signed and stamped on each page by the authorized signatory of the Contractor, as a token of Contractor's unconditional acceptance of the same so as to reach the undersigned within seven days of issue of this letter. This LOA shall constitute a binding agreement between the Employer and the Contractor till such time a formal agreement is signed between the Employer and the Contractor for the execution of this contract.

Yours Sincerely,


(P.P.S Sisodia)

Deputy Chief Project Manager-III/GZB

For and on the behalf of National Capital Region Transport Corporation Limited

Encl: One copy of this letter in duplicate.

N.O.O

Cc: (i) Group General Manager/Finance.

(ii) Chief Project Manager/Ghaziabad.