

DM/EL/COR-OF/245

Dated: 11.12.2024

## LETTER OF ACCEPTANCE

To,

M/s KAHO  
B-69, Sector-57,  
Noida, Uttar Pradesh-201301  
Mob: - 9818005432  
Email: - [subhag.jain@kaho.net.in](mailto:subhag.jain@kaho.net.in)

(Hereinafter termed as Contractor)

(Kind Attention – Mr. Subhag Jain, Authorized Representative)

**Sub: - Bid No. DM/EL/COR-OF/245, Package 20B:** Design, Engineering, Supply, Installation, Testing, Commissioning and Comprehensive Operation and Maintenance of 4.9 MWp Roof Top Solar PV Project and associated support structure works on RESCO Model for a Period of 25 Years in Delhi – Ghaziabad – Meerut RRTS Corridor of NCRTC.

Ref: -

- I. Press Advertisement dated 11.07.2024.
- II. Bidding Reference No. DM/EL/COR-OF/245 dated 11.07.2024
- III. Reply to Pre-bid queries uploaded on 31.07.2024.
- IV. Addendum & Corrigendum No. 01 uploaded on 08.08.2024
- V. Technical Bid opened on 21.08.2024.
- VI. Post Bid queries uploaded on CPP Portal on 05.09.2024.
- VII. Replies to Post Bid Queries downloaded from CPP Portal on 18.09.2024.
- VIII. Post bid 2<sup>nd</sup> Set Queries Sent on 07.10.2024
- IX. Reply to post bid received on 15.10.2024
- X. Post bid 3<sup>rd</sup> Set Queries sent on 25.10.2024
- XI. Reply to Post bid queries-3<sup>rd</sup> set received on 30.10.2024
- XII. Financial Bid Opened on 02.12.2024.

1. This is to notify you that your Bid dated **20.08.2024** for execution of the **DM/EL/COR-OF/245, Package 20B: Design, Engineering, Supply, Installation, Testing, Commissioning and Comprehensive Operation and Maintenance of 4.9 MWp Roof Top Solar PV Project and associated support structure works on RESCO Model for a Period of 25 Years in Delhi – Ghaziabad – Meerut RRTS Corridor of NCRTC** for the Accepted Contract Unit Rate of **INR 4.15/KWh (Rupees Four and Fifteen Paise only) on RESCO Model** inclusive of all the applicable duties, taxes, Goods and Services Tax (GST), royalties, cess and other levies payable by the Contractor under the Contract, or for any



Page 1 of 3

other cause is hereby accepted by National Capital Region Transport Corporation Limited.

2. You have quoted the total Project cost excluding O&M for an amount of **INR 17.64 Cr (3.6 Cr/MWp)** inclusive of all the applicable duties, taxes, royalties, cess and other levies except Good and Service Tax (GST) payable by the Contractor under the Contract. The total project cost of INR 17.64 Cr will be considered for arriving at purchase price of plant as per schedule III (Purchase Price) of Power Purchase Agreement. The depreciation rate as per schedule III of section-9 will be 6.50% Per Year.
3. In terms of **Clause ITB 1 (Instructions to Bidders)**, Section-1 of the bid documents, the scope of work covered under this LOA is as stipulated in **Part-II Employer's Requirement** under the bid documents read with amendments referred above and considered by the Contractor in preparation and submission of their bid. The Work shall be carried out as per the referred Scope of Work.
4. The accepted unit rate of work covered under this LOA are stipulated in the Bill of Quantities enclosed as **Annexure-I** (Bill of Quantities) to this LOA. The accepted rates are inclusive of all the applicable duties, taxes, Goods and Services Tax (GST), royalties, cess and other levies payable by the Contractor under the Contract, or for any other cause etc.
5. In terms of **Clause 1.2 (b) of IFB** of the bid documents, the Completion period for Design, Engineering, Supply, Installation, Testing, Commissioning of 4.9 MWp Roof Top Solar PV shall be 15 months from the Commencement date and 25 Years for O&M Services after Commissioning of Roof Top Solar PV. As per **clause 18 of GCC, Section-7**, the Commencement Date for the subject Contract shall be intimated subsequently in due course of time.
6. You are requested to furnish the Performance Security within 28 days in any of the form mentioned in the Clause 17 of GCC of Section 7 for an amount of **INR 1,76,00,000.00 (Rupees One Crore Seventy Six Lakhs Only)**, using for that purpose the Performance Security Form included in Section 9 (Contract Forms) of the Bidding Document.
7. In terms of Clause ITB 45.1 of Section-3 (Bid Data Sheet) of the bid documents, the Contractor shall enter into a Power Purchase 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 Power Purchase Agreement on receipt of acceptance of this LOA and Performance Security by the Employer.
8. In terms of **Clause 4.0 of General Conditions of Contract, Section-7**, it is to inform that **Mr. Adesh Kumar, GM/Electrical, National Capital Region Transport Corporation Limited** has been nominated as the Engineer-in-Charge for the subject Contract. The Contractor is advised to interact with the Engineer-In- Charge for further instructions as regards the execution of works.
9. The execution of this contract shall be governed by the various stipulations in the bid documents and its amendments referred above. Any deviation from the above conditions, submitted by the Contractor in its bid, if any, stands withdrawn.



10. This Letter of Acceptance is being issued in Two Original and identical sets, in favour of the Contractor. Any one set may be retained by the Contractor and the other set is required to be returned by the Contractor, duly signed and stamped stating **“Unconditionally Accepted”** 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/PPA is signed between the Employer and the Contractor for the execution of this contract.

Please acknowledge receipt of the letter.

Yours faithfully,

For & on behalf of  
National Capital Region Transport Corporation Limited



**(Abhinesh Kumar Singh)**  
**Sr. Deputy General Manager/Procurement**

**Attachment: - Annexure I** containing 05 pages