



दिल्ली मेट्रो रेल कॉर्पोरेशन लि० DELHI METRO RAIL CORPORATION LTD.

(भारत सरकार एवं दिल्ली सरकार का संयुक्त उपक्रम)
(A JOINT VENTURE OF GOVERNMENT OF INDIA AND GOVT. OF DELHI)

No. DMRC/Tender/O&M/OPR-255/2018/292/919

Date: 28-11-2018

LETTER OF ACCEPTANCE

M/s Ajay Kumar
7/635, Farash Khana
New Delhi-110006

Sub: **CONTRACT: OPR-255- LICENSING OF PARKING RIGHTS AT AKSHARDHAM, YAMUNA BANK & R.K ASHRAM MARG METRO STATIONS OF LINE-3 OF DMRC**

Ref: (i) Technical Bid opened on 17.07.2018.
(ii) Financial Bid opened on 02.11.2018.

Dear Sir,

- Your proposal/bid/offer for operating the parking sites at Akshardham, Yamuna Bank & R K Ashram Marg Metro stations of DMRC Network on license basis for the period of Four years (extendable for further one year or part thereof at the sole discretion of DMRC) has been accepted by the competent authority for the Monthly Licence fee of ₹ 13,85,000/- (Rupees Thirteen Lakh Eighty Five Thousand only) as per attached BOQ, which is equivalent to the Annual Licence fee of ₹ 1,66,20,000/-, plus GST & TCS as applicable for total super area of 8031.57 sqm at the above said 3 parking sites (i.e. 2856.78 sqm at Akshardham, 3105.47 sqm at Yamuna Bank & 2069.32 sqm at R K Ashram Marg metro stations parking sites) as mentioned in Annexure-4 of ITT subject to fulfilment of all General Terms and Conditions and tender conditions. GST as applicable from time to time (presently @ 18%) shall be paid extra by the licensee as per clause 9 of GTC.
There shall be an initial Lock in Period of 12 months from the date of handing over of the parking sites/start of licence period. The Licensee shall have an option to surrender & exit from the contract only after the said lock in period. In the case that this option is exercised, the licensee will be required to give 180 days prior notice in writing to DMRC, which can be given only after the lock in period of 12 months. The detailed provisions in this regard shall be applicable as per clause 12 of General terms and conditions (i.e. 12.1 to 12.7).
- You are requested to deposit four passport size photographs, four non judicial stamp papers (Rs 100/- each) with DMRC Ltd as first party & M/s Ajay Kumar as second party within 30 days from the date of issue of LOA.
- This 'Letter of Acceptance' is sent herewith to you in duplicate. You are required to return one copy of it duly signed & stamped by you on all pages indicating "**Unconditional Acceptance**" thereof so as to reach the undersigned within seven days of the date of this letter.
- You shall ensure full compliance with Tax Laws of India with regard 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. in respect thereof which may arise.

सिराजुल हक/SIRAJUL HOQUE
मुख्य अभियन्ता/निविदा (ओ एण्ड एम)
Chief Engineer/Tender (O&M)
दिल्ली मेट्रो रेल कॉर्पोरेशन लि०
Delhi Metro Rail Corporation Ltd.
बाराखम्बा रोड, फायर ब्रिज रोड लेन,
Barakhamba Road, Fire Bridge Lane,
मेट्रो भवन, फायर ब्रिज रोड लेन, नई दिल्ली-110001
Metro Bhawan, New Delhi-110001

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5. You are requested to take further necessary action to take over the above parking area/sites with effect from the applicable date as per the instructions of ED/Civil /O&M office, after making full payment of Dues/IFSD as per this LOA.
6. The aforesaid contract shall be managed by ED/Civil (O&M) of DMRC Ltd. The day-to-day monitoring/Supervision and execution of the aforesaid contract shall be handled by ED/Operation of DMRC Ltd.
7. The Parking sites at the 3 (three) metro stations shall be operated in accordance with Employer's Requirement and GTC of Tender document. Parking charges will be recovered from the users as per clause 5 of GTC. The parking rates are inclusive of GST.
8. It may please be noted that until a formal License agreement is executed, this letter along with the Terms & Conditions of the tender/bid document will constitute a binding agreement between you and DMRC. Till the formal contract is signed between you and DMRC Ltd. all the terms and conditions shall be binding and applicable as per tender document.

The License agreement shall be executed within 45 days from date of issue of the LOA and will be required to be duly registered within 30 days of its signing as per clause F4.3 of ITT.
9. You are also required to deposit an interest free security deposit/performance security (equivalent to six months license fees) & one month advance License fee as per clause G of ITT and clause 8 of GTC respectively within Thirty (30) days from the date of issue of LOA. Details of amounts to be deposited/ paid by you are as under:-

S. No	Description	Amount (in Rs.)
a	Interest free Security Deposit	Rs. 83,10,000/- (equivalent to 06 months license fees)
b	Advance monthly License Fee	Rs.13,85,000/- (equivalent to 01 months license fees)
c	18% (GST)	Rs.2,49,300/- (On monthly license fees)
d	2% TCS	Rs.27,700/- (On monthly license fees)
Total amount		Rs.99,72,000/- (Rs Ninety Nine Lakh Seventy Two Thousand only)

Your Earnest Money Deposit of Rs 6.16 Lakh will be adjusted against total dues and thus, balance Rs. 93,56,000/- (Rupees Ninety three Lakh Fifty Six Thousand only) is to be paid by you to DMRC. As per clause-G of ITT, Interest Free Security Deposit (IFSD) up to of Rs. 36,55,000/- (Rupees Thirty Six Lakh Fifty Five Thousands only) can be paid/deposited in the form of irrecoverable Bank Guarantee issued by a scheduled commercial bank based in Delhi (being on SFMS Platform) and remaining amount of Interest Free Security Deposit along with one month advance License fee + GST + TCS of Rs. 57,01,000/- (i.e. Rs 46,55,000.00 + Rs 16,62,000.00 - Rs 6,16,000.00 EMD) (Rupees Fifty Seven Lakh One Thousand only) has to be paid to DMRC in the form of Demand Draft/Pay Order/NEFT/RTGS in favour of DMRC Ltd payable at Delhi and issued by a Scheduled commercial bank within 30 days of the date of issue of LOA and before executing the License Agreement and before handing over of the Akshardham, Yamuna Bank & R K Ashram Marg Metro stations parking sites of DMRC.

In case you fail to deposit & Pay the said amount to DMRC within 30 days of the date of issue of LOA, it will be treated as your refusal/ inability to perform the contract and DMRC reserves the right to terminate this tender and cancel the LOA and forfeit the EMD. However, as per clause G 1.2 (f) of ITT, DMRC may allow an extended period of 30 days i.e. upto 60 days of date of issue of

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Connaught Place, New Delhi-110001

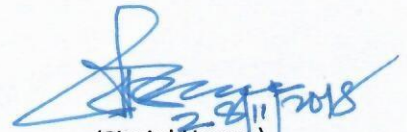

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LOA to pay this LOA amount along with interest for delayed period of payment as detailed therein. You are also required to ensure the following:-

- (i) Two ABC powder type stored pressure fire extinguishers of 5 Kg each should be provided by you at the parking sites. You will also ensure the provision for sufficient number of handheld devices (with printer) for issuing of parking slip, automatic boom barrier and CCTV camera to cover & monitor the parking site.
 - (ii) You have to submit the sample of parking slips to be used by you as per clause 3.4.14 of General Terms and Conditions.
 - (iii) Parking rates board to be displayed at the all entry/exit of the parking areas. The Licensee should preferably make payments i.e. Monthly License fee (MLF) and other dues etc. to DMRC Ltd. by e-mode i.e. RTGS/NEFT and shall provide due intimation to DMRC Ltd.
 - (iv) Employee deputed by you in parking lot should wear uniforms approved by DMRC during duty hours and also carry an Identity Card to be issued on application to the authorized representative of DMRC Ltd as per clause 4 of General Terms and Conditions.
 - (v) Site shall be handed over only after the receipt of interest free security deposit and one month advance license fee as mentioned above.
 - (vi) It is instructed to display the following parking boards at entry/exit of parking sites.
"Do not give vehicle key to parking attendants".
"Parking agency is liable for safety and security of vehicles and to pay damages/compensation".
"DMRC will not be responsible for any damage/theft of vehicles in parking".
 - (vii) Parking charges will be recovered from the users as per clause 5 of GTC of the tender document.
10. You are also required to take necessary action positively, as required vide Clause No. F4 of Instructions to Tenderers (ITT) regarding signing of agreement within 45 days from the date of issue of letter of acceptance and Registration of license agreement within 30 days from the date of signing of agreement.

Thanking you,

Yours sincerely,
For Delhi Metro Rail Corporation Ltd.



(Sirajul Hoque)
CE/Tender (O&M)

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