

MADHYA GUJARAT VIJ COMPANY LTD.

S.P.Vidyut Bhavan, Race Course, Vadodara - 390 007.

Phone No. 0265-231582-86
Fax No.0265-2340692

Web Site : www.mgvcl.com

Ref. No : MGVCL/ CE(Project)/PMA/ 1083

Date :6/5/2015

BY RPAD/FAX(0124-4169155)

Email : abhishek.yadav@feedbackinfra.com

LOA (LETTER OF ACCEPTANCE)

Mr. Abhishek Yadav

M/s Feedback Infrastructure Services Pvt. Limited

311,3rd Floor,Vardman Plaza,

Pocket 7, Plot No.6,

Sector 12, Dwarka,

New Delhi-110078

Sub: Letter of Acceptance (LOA) for Appointment of Project Management Agency to assist the MGVCL in Gujarat for preparation of DPRs, Bid document & Program Management of implementation of infrastructure for Electricity Distribution/Transmission from concept to commissioning under DDUGJY & IPDS Scheme

- Ref:**
1. Our Tender No. MGVCL/PMA/319
 2. Your Techno Commercial Bid Proposal in response to our tender referred as above
 3. Negotiation letter no. FLED/2014-15/1706-1 dtd.18th April-2015

With reference to the above referred tender and your Bid Proposal & subsequent negotiation and your letter dtd. 18th April-2015, MGVCL has accepted your offer for Appointment of Project Management Agency to assist the MGVCL in Gujarat for preparation of DPRs, Bid document & Program Management of implementation of infrastructure for Electricity Distribution/Transmission from concept to commissioning under DDUGJY & IPDS Scheme. The negotiated rates and other conditions are mentioned below:

1. The total value of contract shall be Rs. 3,36,00,000=00 on end cost basis without service tax.

SR. NO.	Description	Financial value (in Rs.)
1	Cost of Project Management Agency Services as per RFP	Rs.3,36,00,000=00 on end cost basis without service tax.
2	Service Tax @12.36%	41,52,960=00
3	Total Price for PMA	Rs. 3,77,52,960=00 on end cost basis with service tax @12.36%

(Rupees Three Crore Seventy Seven Lac Fifty Two Thousand Nine Hundred Sixty Only)

Note: service tax shall be paid extra as applicable.

2. Other Terms and conditions shall be as per detailed Order.
3. The Contract Agreement as per the draft is given in RFP. The Contract Forms shall be signed separately with the competent authority within 10 days after the payment of S.D. amount/ Performance Security (To be accompanied with the Advance Bank Guarantee). You have to execute agreement on Non judicial Stamp paper of Rs. 100/- duly Notarized as per agreement document uploaded herewith within 10 days after the payment of S.D. amount/ Performance Security (To be accompanied with the Advance Bank Guarantee). The cost of Non judicial stamp & Notary charges will be borne by you. The agreement shall be executed between C.E. & your authorized representative.
4. You shall submit Performance Security (To be accompanied with the Advance Bank Guarantee) as per Performa given in RFP within Thirty (30) days of the receipt of notification of award of this LOA. If the same is not paid within 30 (Thirty) days after the receipt of the LOA, then the LOA will be out rightly cancelled at your risk & cost (at the discretion of MGCVCL) without entering into any correspondences and this will be binding on you. The detailed order will not be placed on your firm and if placed, it will also be out rightly cancelled and actions shall be taken against you like stop dealing or any other actions as decided by MGCVCL considering you/ your firm as defaulter. The amount of Performance Guarantee towards Execution is required to pay irrespective of your unit is SSI/NSIC/Other units (non SSI/NSIC unit). In case of the Bank Guarantees furnished / submitted, they should have clear one time validity till the completion of the order in all respects. Bank Guarantee for interim period will not be allowed. If by any reasons the period is extended then consultant should undertake to renew the Bank Guarantee at least one month before the expiry of the validity, failing which MGCVCL will be at liberty to en cash the same. Corporate Bank Guarantees Not Allowed.

Upon submission of Performance Security (To be accompanied with the Advance Bank Guarantee) and signing of Agreement, MGCVCL shall issue a detailed A/T /order incorporating various terms and conditions.

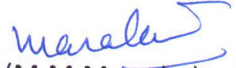
You have accepted all general terms and conditions of the above reference tender in toto, without any deviation.

Kindly acknowledge receipt of this Letter of Acceptance per return of fax/post. The detailed order shall be issued separately in due course of time. Please note that subjective confirmation will not be considered.

This is without any prejudice to the MGCVCL's rights in terms on tender.

Thanking you ,

Yours faithfully,
For and on behalf of MADHYA GUJARAT VIJ COMPANY LTD.


(M.M. Marathe)
CHIEF ENGINEER(Project)

c.w.f.c.s. to :

1. PS to MD, GUVNL
2. PS to Director(Admn.),GUVNL
3. PS to MD,MGVCL

Copy to :

1. C.E.(T&O) , MGVCL
2. Sr.CGM(F&A) MGVCL
3. S.E.(O&M)
Baroda City/Anand/Nadiad/Godhara/Baroda(O&M) Circle
4. GM(APDRP),Power Finance Corporation,"Urjanidhi",1,Barakhambha Lane, Connaught Place, New Delhi-1
5. GM(DDUGJY),Rural Electrification Corp. Ltd,Core-4,SCOPE Complex, Lodhi Road, New Delhi-110003