

# MACONNS INFRA PVT. LTD.

Admin office & Correspondence :- C-129, Sector-2, Noida-201301, INDIA  
Regd. Office :- G-25, Ground Floor, Vardhman Mayur Market, CSC, Mayur Vihar, Phase-3, Delhi-110096  
CIN-U45400DL2007PTC169648, Email: info@maconns.com, Ph: 0120-4283264, 4149522

## Letter Of Intent

28<sup>th</sup> February 2020

TO

Hi-Tech Competent Builders Pvt Ltd

G-17, Phase -1, RIICO Industrial Area

Bhiwadi-301019 (Rajasthan)

Subject:-LOI for our upcoming project " Digital IT Park" at B-9, Sector 132, Noida

Reference:-

1. Your tender submission dated 13<sup>th</sup> January 2020
2. Revised schedule & other Terms vide mail dated 15<sup>th</sup> February 2020
3. Meeting dated 18<sup>th</sup> February 2020 at New Delhi
4. Meeting dated 27<sup>th</sup> February 2020 at New Delhi

Kind Attention :- Mr Mohan Gupta- Managing Director

Dear Sir,

Please refer to your above mentioned Tender documents submitted to us and subsequently mail dt 15<sup>th</sup> February 2020 and the meetings held as above with your good self, we are pleased to issue our LOI for the subject project as per following Terms & Conditions:-

1. Whereas the Owner, Maconns Infra (P) Ltd is desirous of getting executed the " Civil & Structural works" of IT/ITES building ( herein referred to as the work/works) for its proposed Project " Digital IT Park" at B-9, Sector 132, Noida (UP) from Hi-Tech Competent Builders Pvt Ltd ,herein being referred as the Contractor and have caused conditions of this Letter of Intent ( LOI) in terms of the Tender Documents and above referred communications.
2. Wherein the Contractor has examined the entire tender and documentation comprising of the contract, including but not limited to

contractor copy



given Drawings and Documents and has satisfied itself by careful examination before submitting its proposal, further revised on 15<sup>th</sup> February 2020, pending clarity on schedules for Waterproofing – VDF-IPS-External Plaster of Tower A in 2 parts which Contractor hereby agrees that same shall not exceed the end date as per schedule dt 15<sup>th</sup> February 2020 as discussed in the meeting held on 18<sup>th</sup> February 2020 at New Delhi, wherein the Contractor assured the Owner of its competence to execute the job within the agreed timelines ( As per schedule dated 15<sup>th</sup> February 2020)& required Quality, Safety parameters and other applicable compliances for its scope of work.

3. Whereas the Terms & Conditions as per Tender Documents dt 13<sup>th</sup> January 2020,briefly revised and amended as per draft copy dt 24<sup>th</sup> February 2020 and as per above meetings, shall be treated as final contract document unless specified as per following:-

- A. **Rate:-** Rate as per defined scope of work ( copy enclosed) shall be Rs 997/- per Sqft( Rupees Nine Hundred Ninety Seven Per Square Feet)
- B. **Area:-** You shall construct an Area of 1192945 Sqft ( as per Tender Drawings )
- C. **Value:-** The value of the Contract shall be Rs 997 x 1192945 Sqft = Rs 1,18,93,66,165 ( Rupees One Hundred Eighteen Crores Ninety Three Lac Sixty Six Thousand One Hundred Sixty Five Only)
- D. **Taxes:-** Owner shall pay to the Contractor applicable GST extra. Labour Cess ( to be deposited directly with the competent Authority by the Owner)shall also be paid extra.
- E. **Work Execution:-** Work shall be executed as per revised schedule submitted on 15<sup>th</sup> February 2020. Work commencement date shall be between 11-15 March 2020.
- F. **Advance Payment:-** Owner shall pay a sum equivalent to 5% value of the contract against submission of Bank Guarantee in 2 parts of equivalent value,same shall be recovered from 80% of contract value of work done on pro-rata basis from RA Bills. Recovery to be made from the second RA Bill onwards.
- G. **Performance Security:-** It is agreed by the Owner that the Contractor shall furnish Corporate & Personal Guarantees of the Directors. The condition of Bank Guarantee stands waived off ( Clause 21 of GCC) .





- H. **Security Deposit:-** It is agreed by the Contractor that the Security deposit shall be deducted @ 6% of the Contract Value ( Clause 20 of GCC)
- I. **Construction Milestones:-** The Contractor has submitted appx253 Milestones via mail dated 15<sup>th</sup> February 2020 and shall be part of the completion/execution schedule.
- J. **Billing Cycle:** Contractor shall upon achieving the agreed construction milestones raise its bills. A maximum of 2 Bills per month shall be raised by the Contractor and payment shall be made as per Tender documents. No incomplete milestones to be billed or partly claimed.

All contract documents to be signed by the Owner and the Contractor within 15 days of issuance of this LOI.

Owner shall issue to the Contractor complete set of GFC Structural Drawings and Contractor shall freeze BOQ & BBS for Steel and Concrete within 21 days from the last received set of drawings, so as to appreciate the spirit of the contract and adhere to the terms of the Tender Documents as per Clause 13 of SCC.

All other terms and conditions which are not amended or clarified here above shall be as per Tender Documents ,draft copy sent on 24<sup>th</sup> February 2020.

Kindly acknowledge two copies of this LOI as a token of your acceptance of the above, however in case due to any reasons if both the parties are unable to enter into the Contract, token advance shall be returned.  
Enclosed:- Cheque Number 173458 dated 28/02/2020 for Rupees 50,00,000/- ( Fifty Lac Only) *as Token Advance.*

FOR

MACONNS INFRA (P) LTD

*Nant Hand*

Director

Hi-Tech Competent Builders Pvt Ltd

*11/11/20*  
*L.K.P. Singh*  
*9314234529*  
Director

