

LETTER OF INTENT (LOI)

Ref No: SPPL/NGP2/2024/LOI/01

Date: 11-March-2024

To,

M/s G S PEB & CIVIL WORKS PRIVATE LIMITED,

Jai Ganesh Vision Complex B wing
2nd Floor Office No 264,265,266 Akurdi,
Pune – 4110355 Maharashtra

Attention: Mr. Yogesh Wake

Sub: Letter of Intent (LOI) for appointment as “Design & Build Contractor” for Site Establishment, Buildings (B01, B02, B03, B04, B05 & B06) and Common Park level Infrastructure works at M/s Suprindustrial Park Pvt. Ltd. at Post Ketapar, Near Gonda Khairi Village, Tal- Kalameshwar, Dist.- Nagpur, Maharashtra – 441501.

Ref: Final offer dated 11th January 2024 and subsequent discussion between both the parties.

Dear Mr. Yogesh Wake,

This is with reference to your quotation and our subsequent discussions regarding the same. We are pleased to issue this Letter of Intent (“**LOI**”) to appoint your company as “Design & Build Contractor” for Site Establishment, Buildings (B01, B02, B03, B04, B05 & B06) and Common Park level Infrastructure works at M/s Suprindustrial Park Pvt. Ltd.

The consideration amount agreed in relation to the scope of services discussed is **INR 1650 per sq.ft** rate over Built up area of **14,18,672.04 sq.ft** & total cost will be **INR 2,34,08,08,800/-** (Rupees Two hundred thirty four Crore Eight lakhs Eight thousands Eight hundred Only) excluding GST. The scope of works are further elaborated in the tender documents and email communications till date. Any change / variation in the mentioned scope shall be amicably communicated and mutually agreed. However, you understand that this is a fixed price contract and that the consideration amount is actually payable to you shall based on milestone works carried out by you in accordance with the Payment Schedule agreed between parties. The said consideration amount is inclusive of all taxes and levies except the goods and services tax, which will be paid extra at the applicable rate.

The soft copy of the detailed contract agreement with relevant annexures listing all the terms and conditions in relation to the scope of services, shall be as per the tender documents issued by our appointed Project Management Consultant (PMC) and subsequent final discussions conducted thereof with ESR which were shared with you and shall be executed subsequently upon your confirmation (“Agreement”). The term of the agreement shall begin from the date of confirmation from ESR / ESR appointed consultant or LOI issued by ESR whichever is earlier.

Execution of the agreement shall terminate upon the completion of all works under the scope of services or earlier at our discretion. The schedule for implementation of the works shall be as per schedule submitted as a part of your bid submission.

This LOI is being issued to you in advance solely for the purpose of enabling you to undertake such preparation as may be required for you to commence work immediately upon execution of the agreement and no amount shall be paid to you prior to execution of the said definitive agreement. Notwithstanding anything contained in this LOI, this LOI shall not be construed in any way as constituting a legally binding contract or have any other legally binding effect of any nature on the parties. Nothing contained in this LOI shall be construed or deemed to be, an offer, decision, acceptance and/or agreement between us in relation to the Project.

All-inclusive costs for D&B work for Site Establishment, Buildings (B01, B02, B03, B04, B05 & B06) and Common Park level Infrastructure works is mentioned below for reference:

Package Description	Amount
Design and Build for Site Establishment, Buildings (B01, B02, B03, B04, B05 & B06) and Common Park level Infrastructure works.	INR 2,34,08,08,800/-

- Taxes extra as applicable

Basic terms of contract agreement:

SCHEDULE OF FISCAL ASPECTS

Sr No.	Description	
A	Commencement/ Completion	
I	Mobilization period	From the date of issuance of written confirmation, a mobilization period of 7 days shall be allowed to the Contractor to mobilize its resources at site.
II	Commencement of work	The work shall commence within 7 days after issuance of email confirmation or LOI or PO (earlier of 3) or as per mutual written confirmation. Separate LOI shall be released for individual buildings with timeline & milestones for commencement of the work. All other terms will remain unchanged as per main contract.
III	Completion of Work	Work must be completed and handed over to the satisfaction of Owner on or before. Part I – Site Establishment works + Design & Build of Block 02 (Amount- INR 59,51,83,472.03/-).

		<p>Part II – Design & Build of all buildings (B01, B03, B04, B05 & B06) and Common Park level works (Amount- INR 1,74,56,25,327.97/-)</p> <table> <tr> <th>Project milestones</th><th>Target date</th><th>Final completion</th></tr> <tr> <td>Site Establishment works</td><td>01-Mar-24</td><td>22-Oct-24</td></tr> <tr> <td>B 02</td><td>15-Mar-24</td><td>15-Dec-24</td></tr> <tr> <th>Project milestones</th><th colspan="2">Start</th></tr> <tr> <td>B 01</td><td colspan="2">All the Buildings in the Park shall be started within 24 months from the date of LOI.</td></tr> <tr> <td>B 03</td><td colspan="2">All the Buildings in the Park shall be started within 24 months from the date of LOI.</td></tr> <tr> <td>B 04</td><td colspan="2">All the Buildings in the Park shall be started within 24 months from the date of LOI.</td></tr> <tr> <td>B 05</td><td colspan="2">All the Buildings in the Park shall be started within 24 months from the date of LOI.</td></tr> <tr> <td>B 06</td><td colspan="2">All the Buildings in the Park shall be started within 24 months from the date of LOI.</td></tr> <tr> <td>Park level infra</td><td colspan="2">All the Structures in the Park shall be started within 24 months from the date of LOI.</td></tr> </table>	Project milestones	Target date	Final completion	Site Establishment works	01-Mar-24	22-Oct-24	B 02	15-Mar-24	15-Dec-24	Project milestones	Start		B 01	All the Buildings in the Park shall be started within 24 months from the date of LOI.		B 03	All the Buildings in the Park shall be started within 24 months from the date of LOI.		B 04	All the Buildings in the Park shall be started within 24 months from the date of LOI.		B 05	All the Buildings in the Park shall be started within 24 months from the date of LOI.		B 06	All the Buildings in the Park shall be started within 24 months from the date of LOI.		Park level infra	All the Structures in the Park shall be started within 24 months from the date of LOI.	
Project milestones	Target date	Final completion																														
Site Establishment works	01-Mar-24	22-Oct-24																														
B 02	15-Mar-24	15-Dec-24																														
Project milestones	Start																															
B 01	All the Buildings in the Park shall be started within 24 months from the date of LOI.																															
B 03	All the Buildings in the Park shall be started within 24 months from the date of LOI.																															
B 04	All the Buildings in the Park shall be started within 24 months from the date of LOI.																															
B 05	All the Buildings in the Park shall be started within 24 months from the date of LOI.																															
B 06	All the Buildings in the Park shall be started within 24 months from the date of LOI.																															
Park level infra	All the Structures in the Park shall be started within 24 months from the date of LOI.																															
B	Payment terms																															
I	Contract Type	<p>i. This is a fixed price lumpsum contract.</p> <p>ii. Rate for the Park shall be fixed with a consideration that all the Buildings in the Park shall be started within 24 months from the date of LOI.</p>																														

		<p>iii. The contract will be awarded on building wise manner. Amendment of the contract shall be given as an extension of existing contract when new buildings are planned to be executed.</p>
II	Price Variations	<p>Only reinforcement steel, cement and structural steel (Primary) material rate escalation would be considered under force majeure conditions Like only.</p> <ul style="list-style-type: none"> a) WAR (whether declared or undeclared), invasion, armed conflict, or act of foreign enemy in each case involving or affecting India. b) Revolution, riot, insurrection or other civil commotion, act of terrorism or sabotage. c) Strikes, industrial disputes, lockdowns and/or lockouts directly affecting the construction of the buildings and/or interrupting supplies and services required for construction of the buildings. d) Any delay in grant of, denial of or variation of any approval required for construction of the buildings by any Governmental Authority for reasons not attributable to the Parties. e) Acts of God or events including any effect of the natural elements like lightning, fire, earthquake, unprecedented rains, landslide, subsidence, flood, storm, cyclone, epidemics, pandemics or plagues or any other similar effect.
III	Mobilization Advance	<p>15% of the contract value against Corporate Guarantee (CG) of equivalent value in the approved format of COMPANY valid till the completion of project. The CG shall be submitted within 7 days from the date of signing of Work order. Also, undated cheque of 100% amount of mobilization advance should be submitted along of corporate guarantee. The mobilization advances shall be recovered pro-rata of the advance value from the 2nd RA bill and fully recovered when the bill reaches 80% of the contract value. The corporate bank guarantee shall be returned after recovery of full mobilization amount. Building wise mobilization advance shall be submitted & pay to D&B Contractor.</p>

IV	Performance Bank Guarantee	For the purposes of this Agreement, performance security shall be deemed to be an amount equal to 10% (ten per cent) of the Contract Amount (the "Performance Security"). The Performance Security shall be a Corporate guarantee (CG) and undated cheque equal to performance security amount as per Company's standard format, which shall be provided by the Contractor at the start of the Project and valid till 3 months of completion of each building or structure beyond anticipated completion and successful handing over of Part I & II of the Project. It is hereby clarified that retention money and corporate bank guarantee are two separate incidences and must not be construed as one and same. Building wise Performance Security shall be considered for calculation of corporate guarantee
V	Retention Money	It is agreed between the Parties that the Company shall withhold an amount equivalent to 5% (five percent) of the Contract Amount payable to the Contractor on each milestone in accordance with Payment Schedule specified in Annexure – "E" as retention ("Retention Amount") and the entire 100% (hundred percent) of the Retention Amount, for all the milestones achieved by the Contractor shall be retained and released only upon successful completion of Defects Liability period.
VI	Material Advance	No advance shall be payable for Cement and Steel brought at site for use in the said project. Payment shall be made only on completed work.
VII	Payment by the owner	Payments shall be made by the Owner within 30 business days of certification of the bills by the Project Managers.
VIII	Liquidated Damages	<p>0.5% of contract value per week of delay beyond the Date of Completion of work subject to a maximum of 5% of contract value, shall be deducted as Liquidated Damages.</p> <p>For any gross negligence, fraud and breach of terms and conditions of agreement; the liquidated damage shall be equivalent to the Contract Amount.</p> <p>All major milestones, as determined by Project Manager, will also be assessed and Liquidated damages shall be applied for the delay in completion of those milestones, on the percentage rates and delay periods as mentioned above and, in that case, the date of completion shall be referred to as date of completion of that particular milestone. However, if the contractor manages to capture part of or complete lost</p>

		time, a proportionate reduction in already applied liquidated damages shall be done.
IX	Defects Liability	12 Months from the date of Final Completion. Where extended Guarantee periods are stipulated in the Contract Documents for particular parts of the Works, the Contractor shall furnish appropriate guarantees in approved formats for same before issuance of the Final Completion Certificate.
X	Project Insurance	<p>In relation to construction and development services rendered by the Contractor in relation to Part I & II of the Project and Additional Parts in the Project, as the case may be, the Contractor shall, at its sole cost and responsibility, obtain and maintain all customary and necessary insurance policies with respect to performance of its obligations under this Agreement (Project Insurance Policies) and the copies of the same shall be furnished to the Company in accordance. The following are the Project Insurance Policies to be obtained by the Contractor:</p> <ul style="list-style-type: none"> • CAR policy • Workmen's Compensation Policy. • Fire Policy. • Third Party Liability Policy. • Professional Indemnity Insurance Policy - (Policy to be submitted in the name of D&B Vendor) • such other insurance policies as the Company may deem fit. <p>The Contractor shall produce all certificates of insurance within 10 days from the date of contract agreement.</p>
XI	Foreclosure	At any time after acceptance of the Contractor's Tender Offer as the Contract Sum (with due adjustments during the negotiation stage), the Company may decide to abandon or reduce the scope of works for any reasons whatsoever and hence may require that the whole or any part of the works are not carried out. In such case, the Company shall inform the Contractor in writing to that effect and the Main Contractor shall have no claim to any payment or compensation or whatsoever on account of any profit or advantage which he might have derived from the execution of the works in full but which he did not derive in consequence of the foreclosure of the whole or part of the works except for the work done prior

		<p>to the foreclosure of the Company. The Contractor shall be paid in full for the work executed at the site prior to the foreclosure at the Works Contract rates and a reasonable amount, as certified by the Company for materials delivered to site under the Works Contract, if any. In addition, a fair and reasonable amount towards the Contractor's preliminary work incurred for the execution of the works prior to the foreclosure shall be paid to the Contractor. No further compensation for loss of profit, loss of business opportunity etc shall be payable by the Company to the Contractor.</p> <p>Further, if the Works Contract is terminated under such circumstance, the Contractor shall waive all rights for remedy under this Works Contract and not refer the matter to arbitration or litigation</p>
C	Bills	
I	Running/Prorata Bills	<p>The bills in triplicate shall be submitted to the Project Managers along with all supporting documents. Only one bill per 30 days shall be admitted.</p> <p>All interim invoices would be submitted as per the payment schedule.</p>
II	Certification	The Project Managers shall certify the Running bill within 14 working days and the final bill within 28 working days of the receipt of bill along with all supporting documentation.
III	Supporting Documents	Bills will not be accepted/ received by the Project Managers if bills are not in the correct format as prescribed by the Project Managers or are not presented along with material invoices/ delivery challans, measurement sheets, rate analysis etc.
IV	Tax Deduction at Source	Tax including WCT shall be deducted as applicable at Source in accordance with the statutory requirements from all payments made to the Contractor, including that in respect of the Mobilization advance, if paid
V	Income Tax	Income tax at the rate prevailing at the time of payment will be deducted from each Running bill and Final bill, together with any other prescribed statutory deductions
VI	Period of raising Final bill	Within 4 weeks of virtual completion of works and submission of handing over documents Including IGBC documentation duly approved by the Architect/PM
D	Site facilities	

I	Storage facilities	The Contractor shall be provided space only for storage at Site. Construction of store and all other arrangements shall be made by the Contractor.
II	Construction Power and water	Provision of construction power, water and other facility shall be contractor's responsibility.
III	Labour Hutment /Staff quarters	Inside premises space will not be provided for labour hutment or staff quarters

Thanking You,

For Suprindustrial Park Private Limited

Name: Mr. Abhijit Malkani
Designation: Authorised Signatory

Accepted, Signed & Sealed

For M/s. GS PEB & CIVIL WORKS PRIVATE
LIMITED

Mr. Yogesh Wake
Managing Director