



**OFFICE OF THE SUPERINTENDING ENGINEER**  
**CIRCLE OFFICE, U.P. JAL NIGAM (RURAL), 4/4 SANJAY PLACE, AGRA**

Letter No. 667

1-1 नोवंबर 2023 1 423

Dated : 27.9.2023

**LETTER OF AWARD**

By E-mail

To,

M/s Enviro Infra Engineers Limited,  
201, 2nd Floor, R.G. Metro Arcade,  
Sector-11, Rohini, Delhi-110085  
JV M/s Micro Transmission Systems  
D-29, Site B, UPSIDC Surajpur,  
Industrial Area, Surajpur,  
Greater Noida-201310 (UP).

**Subject: Letter of Award (LOA) for "Mathura Sewerage Scheme (I&D and STP works for balance drains) at Mathura in Uttar Pradesh, including Operation & Maintenance period of 15 years through Hybrid Annuity Based PPP Mode"**

Dear Sir,

This is in Reference to your Bid dated 03rd April 2023, submitted in response to the Request for Proposal (NIT no. 713/Nivida/24, dated 06.12.2022) for the implementation of the above-mentioned Project.

1- We are pleased to inform you that your Bid, including the Financial Proposal (attached) of INR 2,400,111,682.05 only (INR Two Hundred Fourty Crore One Lakh Eleven Thousand Six Hundred & Eighty Two and Paise Five Only) inclusive of GST for approval (Capex- Rs. 1,94,70,00,000.00 and Opex- Rs. 45,31,11,682.05) as the bid Price for "Mathura Sewerage Scheme (I&D and STP works for balance drains) at Mathura in Uttar Pradesh, including Operation & Maintenance period of 15 years through Hybrid Annuity Based PPP Mode" has been accepted by the competent authority and you have been identified as the Selected Bidder for the Project, subject to fulfillment of the following terms and conditions:

- (a) The Selected Bidder shall incorporate a Special Purpose Vehicle ("Concessionaire") under the Companies Act to implement the Project and submit all necessary documents regarding the incorporation (including specifically the constitution documents) prior to signing of the Concession Agreement;
- (b) The Concessionaire shall be responsible for-

(i) **Gokul Barrage Facilities at Mathura-** means collectively, the Gokul Barrage STPs, the online monitoring system for the STPs and SPS, the on-site testing laboratory facilities and such other facilities associated with the Gokul Barrage STP, and its Associated Infrastructure, or under any schedule, required to be set up by the Concessionaire, as described in greater detail in the Scope of Work and Technical Specifications. STP of 60 MLD at Gokul Barrage near near Water Treatment Plant, proposed to be set up as part of the Project.

(ii) **Off Site Solar Power Plant-** To install an off site solar power plant of minimum 2.0 MW, to partially meet the power requirement as per applicable laws and guidelines.

(iii) **Operation & Maintenance** of the completed works of Gokul Barrage Facilities at Mathura for a period of 15 years from the COD during which the Concessionaire is required to operate and maintain the Gokul Barrage Facilities at Mathura, followed by transfer of these complete facilities/works at the end of concession.

(c) The Concessionaire will be required to construct, operate and maintain facilities and fulfill the KPIs, in accordance with the Concession Agreement.

(d) The Concessionaire shall implement the Project as per the terms and conditions of the RFP (including the Concession Agreement).

2- Within 15 days from the issuance of the LOA by the Jal Nigam, the Selected Bidder is required to sign and stamp the LOA and send it to the Jal Nigam as acknowledgement and acceptance of the LOA. In the acknowledged copy of the LOA, the selected Bidder is required to indicate the date on which it proposes to sign the Concession Agreement (through the Special Purpose Vehicle to be incorporated by the Selected Bidder to implement the Project)

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which date shall not be later than 45 days of the date of the LOA, in accordance with Clause 31.4 of the RFP, NMCG, the Jal Nigam and the Special Purpose Vehicle shall sign the Concession Agreement on the date specified by the Selected Bidder in the accepted copy of the LOA or any other date mutually agreed among the Parties.

- 3- The selected bidder is also required to submit the performance Security in accordance with Clause 16 and Clause 16A of the RFP and as summarized below, prior to signing of the Concession Agreement.

S.No.	Item	Amount (in INR)	Validity
1	Gokul Barrage Facilities Performance Security ( 3% of Bid Project Cost)	5,84,10,000.00	Until 1 month from the Gokul Barrage Facilities COD
2	Gokul Barrage Facilities ESHS Performance Security ( 1% of Bid Project Cost)	1,94,70,000.00	Entire term of the Concession Agreement
3	Additional Performance Security	2,00,00,000.00	

- a) This Additional Performance Security of Rs. 2 Crore is to mitigate the risk of frontloading and unbalanced bid.
- b) The Additional Performance Security may be released after completion of O&M period of 15 years ie. till the end of the concession period.
- c) The performance securities (i.e., 3% Performance Security, 1% ESHS Security and Additional Performance Security of Rs. 2 Crore) shall be deposited before signing the Concession Agreement as per RFP Clause 16
- 4- These Securities shall be issued in favor of "Uttar Pradesh Jal Nigam (Rural)" represented by Superintending Engineer, Circle Office, U.P. Jal Nigam (Rural), 4/4 Sanjay Place, Agra payable at Agra in the format set out in Annexure 4 and Annexure 5 of the RFP. (Govt. Rules and regulations apply regarding performance security if any)
- 5- As per Clause 16.5 "Additional Performance Security" in the form of Bank Guarantee as stated in previous point shall apply, if any. Validity of all Bank Guarantees shall be in accordance with clause 16 of the RFP.
- 6- As you have proposed off-site solar power plant so the "COD certificate shall be issued subject to (i) the provisions of the Concession Agreement and (ii) Concessionaire providing necessary documentary evidence towards his commitment to provide power for the project as per his bid. Your failure to provide such documentation one month prior to Scheduled Construction Completion Date will qualify as Concessionaire Event of Default."
- 7- Concessionaire has to submit Non-Judicial Stamp papers in 03 nos. of Rs. 500.00 each for Agreement.
- 8- If you, the Selected Bidder, fail to comply with the requirements of above paragraphs or it is subsequently discovered that any information provided by you is found to be patently false or amounting to a material misrepresentation, UP Jal Nigam reserves the right to reject the Bid submitted by such Bidder..
- 9- In addition to the above, you, the Selected Bidder, shall comply with all other requirements as set out in the RFP and for all purposes, the conditions of the RFP may be read as a part of this LOA and in case of any contradiction, the terms set forth in the RFP shall prevail.
- 10- You are therefore requested to do the needful as set out in this LOA to facilitate the signing of the Concession Agreement for the implementation of the Project.
- 11- The Capitalized terms used in this LOA shall have the same meaning as set forth in the Concession Agreement or the RFP, as the case may be.

**Enclosure: Financial Proposal of M/s Enviro Infra Engineers Limited JV M/s Micro Transmission Systems.**

Yours sincerely



(Pradeep Kumar)  
Superintending Engineer

**Endt. Letter No. & Date as above.**

Copy to the following for necessary information and action please:

1. Director General, NMCG, New Delhi.
2. Executive Director (Projects), NMCG, New Delhi.
3. Project Director, SMCG-UP, Plot No.18, Sector-7, Gomti Nagar Extension, Lucknow.
4. Senior Economics & Finance Analysis Expert, NMCG, New Delhi.
5. Managing Director, U.P. Jal Nigam (Rural), Lucknow.
6. Chief Engineer (Ganga), U.P. Jal Nigam (Rural), Lucknow in reference of your letter no. 340/012-0273 (Mathura-LOA/2023, dt. 22.09.2023).
7. Chief Engineer (Agra Zone), U.P. Jal Nigam (Rural), Agra.
8. Project Manager, Yamuna Pollution Control Unit, U.P. Jal Nigam (Rural), Agra.
9. Executive Engineer, Division Office (E&M), U.P. Jal Nigam (Rural), Agra.

Superintending Engineer

