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राष्ट्रीय राजधानी क्षेत्र परिवहन निगम
(भारत सरकार एवं प्रतिभागी राज्य सरकारों का एक संयुक्त उपक्रम)
National Capital Region Transport Corporation
(A Joint venture of Government of India and participating State Governments)

DM-09-DDC/4485 Dated: 27.02.2019

LETTER OF ACCEPTANCE

To
M/s Ayesa India Private Limited,
(hereinafter termed as Consultant)
Plot No. D-99, 3rd Floor,
Sector-2, Noida-2-1301,
Gautam Budh Nagar, Uttar Pradesh, India.
Email id:- delhi@ayesa.com

(Kind Attention- **Mr. Pushpendra Kumar Gupta)**

Sub :- **DM-09-DDC: Engagement of Detailed Design Consultant for detailed design and drawings of four numbers of elevated RRTS stations (Sahibabad, Ghaziabad, Guldhar and Duhai) in the section from Sahibabad Ramp to EPE Crossing and Maintenance Depots at Duhai and Modipuram, for Delhi – Meerut Regional Rapid Transit System (RRTS) Corridor- Letter of Acceptance (LOA).**

Ref :-

i. Press Advertisement Date:10.03.2018
ii. Tender No. DM-09-DDC dated 19.03.2018.
iii. Addendum No.1 and Reply to Prebid Queries 06.04.2018.
iv. Addendum No.2 13.04.2018.
v. Addendum No.3 02.05.2018.
vi. Addendum No.4 09.05.2018.
vii. Technical Bid opened on 18.05.2018.
viii. This office Letter no. DM-09-DDC dated 06.07.2018
ix. Your Office Letter no. AYE/BD/2018/GEN/575 dated 12.07.2018
x. Your office Letter no. AYE/BD/2018/GEN/580 dated 20.07.2018
xi. This office Letter no. DM-09-DDC dated 13.08.2018
xii. This office Letter no. DM-09-DDC dated 23.08.2018
xiii. Your office Letter no. AYE/BD/2018/GEN/604 dated 24.08.2018
xiv. This office Letter no. DM-09-DDC dated 04.09.2018
xv. Financial bid opened on 05.09.2018
xvi. This office Letter no. DM-09-DDC dated 30.10.2018
xvii. Your office Letter no. AYE/BD/2018/GEN/648 dated 01.11.2018
xviii. Your office Letter no. AYE/BD/2018/GEN/616 dated 06.09.2018
xix. This office Letter no. DM-09-DDC dated 24.12.2018
xx. Your office Letter no. AYE/BD/2018/GEN/662 dated 26.12.2018
xxi. Your office Letter no. AYE/BD/2018/GEN/666 dated 15.01.2018
xxii. Letter for calling Negotiation dated 23.01.2019
xxiii. Your Office letter no. AYE/BD/2019/GEN/675 dated 25/01/2019
xxiv. Negotiation Meeting held on 28.01.2019
xxv. Your Office letter no. AYE/BD/2019/GEN/633 dated 04/02/2019. (Negotiated offer)

With reference to the above this is to inform to the Consultant that the bid for the subject work of "**DM-09-DDC - Engagement of Detailed Design Consultant for detailed design and drawings of four numbers of elevated RRTS stations (Sahibabad, Ghaziabad, Guldhar and Duhai) in the section from Sahibabad Ramp to EPE Crossing and Maintenance Depots at Duhai and Modipuram for Delhi-Ghaziabad- Meerut RRTS Corridor**", has been accepted by National Capital Region Transport Corporation Ltd (hereinafter termed as "Employer") at total contract value of **Rs. 7,84,14,956/- (Rupees Seven Crore Eighty Four lakh fourteen thousand nine**

7/6 Siri Fort Institutional Area August Kranti Marg, New Delhi-110049 NCRTC

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hundred fifty six only) , hereinafter termed as "Contract value", **inclusive of all taxes, duties, royalties etc. excluding GST.**

The scope of work, accepted rates and terms/conditions applicable to this LOA are as under:

1.0 Scope of Work

In terms of **Clause 1.1 of ITB (Instructions to Bidders),** Section-1 of the bid documents, the scope of work covered under this LOA shall be as stipulated in **Part-II Employer's Requirement Section-8 (Scope of Work), Section-9 (Design Basis Report for Stations , Station design and planning criteria, Building Services & Interface Scheme Management Station Design) & Section-10 (Tender drawings)** of the bid documents read with amendments referred above, uploaded on Employer's website and submitted by the Consultant with their bid. The work shall be carried out as per the above scope of work.

2.0 Accepted Rates/Cost and Payment Schedule

2.1 The accepted rates for various items of work covered under this LOA are stipulated in the Bill of Quantities with payment schedule enclosed at (Annexure-A, Appendix-I, Appendix-II, Appendix-IIIA, Appendix-IIIB, Appendix-IIIC, Appendix-IIID & Appendix-IIIE) to this LOA. The above accepted rates includes all costs associated for performing the entire scope of work, all taxes, duties etc complete except **GST.** GST will be paid extra as applicable on the submission of GST Invoices for first RA bill. The subsequent RA bill shall be processed for payment upon submission of documentary evidence towards payment of GST collected on the previous bill to the GST Authorities. The Final bill/single bill payment shall be released on the undertaking by the contractor/supplier for providing evidence within 21 days from the close of month in which payment is released.

2.2 In terms of Clause 20.3 of GCC, Section -5 of bid documents, the Contract Price shall be fixed excluding GST.

3.0 Completion Period

In terms of S.No-3 [Clause 1(xiv)] of SCC, Section-6 of the bid documents, the entire work shall be completed in a period of **130 Weeks (910 Days)** from the date of issue of this letter of acceptance(Effective date). The work shall be executed as per the Key Dates stipulated in S No-19, (Clause – 48),Annexure-A (I & II), of Special Conditions of Contract, Section-6 read with Addendum No-2. The service of this contract shall be commenced by Consultant from the date of issue of Letter of Acceptance (LOA) and this date is considered as effective date.

4.0 (a) Submission of Performance Security

In terms of **Clause 41 of ITB (Instructions to Bidders), Section-1** of the bid documents, within 28 days of receipt of this Letter of Acceptance, the Consultant shall furnish to the Employer a Performance Security in any of the forms stipulated in **Clause- 31** of the **General Condition of Contract (GCC), Section-5** of the bid document for an amount of **Rs. 78,41,496 /- (Rupees**

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Seventy Eight Lakhs and Fourty One Thousand Four Hundred Ninety Six Only) being amount equal to **10% (Ten Percent)** of the Contract value as stated in **S No. 16 & 17, (Clause 31) of Special Conditions of Contract, Section-6**. As per S No. 17 (Clause 31), of SCC, the Consultant shall submit Performance Security in two parts of 5% each.

4.0 (b) Submission of Professional Indemnity Insurance (PII)

In terms of Clause 34.0 of General Condition of Contract (GCC), Section-5, the Consultant with in four weeks from date commencement shall submit Professional Indemnity Insurance (PII) for the amount equal to Contract Value with the validity from date of commencement till Five years after the date of issue of Completion Certificate.

5.0 Release of Bid Security

In terms of **clause 19.5 of ITB (Instructions to bidders), Section-1** of the bid document, the bid security submitted by the Consultant with his bid shall be returned upon the execution of the contract agreement and on receipt of the performance security by the Employer or the condition stipulated in bid documents.

6.0 Deployment of Key Persons

The details of the Key Personnel /Experts as proposed by the Consultant in it's technical bid including negotiations are enclosed at Annexure-B to this LOA. In terms of clause 28.0 of General Conditions of Contract, Section-5, the Consultant shall deploy these Key Personnel/Experts in carrying out the stipulated scope of work under this LOA.

7.0 Signing of Contract Agreement

In terms of clause **40 of ITB of Section-1 (Instructions to Bidders)** of the bid documents, the Consultant shall enter into a contract agreement with the Employer for the works covered under this LOA within the time limits as specified therein. The Consultant shall be informed by the Employer about signing of contract agreement on receipt of acceptance of this LOA and Performance Security by the Employer.

8.0 Other Terms and Conditions

The execution of this contract shall be governed by the various stipulations in the bid document and it's amendments referred above. Any deviation from the above conditions, submitted by the Consultant in its bid, if any, stands withdrawn.

9.0 Nomination of Engineer

In terms of S No (2), [clause 1(x)] of Special Conditions of Contract, Section-6, it is to inform that Engineer for the subject contract shall be nominated by Employer & will be advised shortly.

10.0 Acceptance of the LOA

This letter of acceptance is being issued in duplicate, in favour of the Consultant. The copy marked as "Duplicate" is required to be returned by the Consultant, duly signed and stamped on each page by the authorized signatory of the Consultant, as a token of Consultant's unconditional acceptance of the same so as to reach the undersigned within seven days of issue of this letter. This LOA shall

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constitute a binding agreement between the Employer and the Consultant till such time a formal agreement is signed between the Employer and the Consultant for the execution of this contract.

Please acknowledge receipt of the letter.

Yours faithfully,

For & on behalf of
National Capital Region Transport Corporation Limited

(Dhanesh Gupta)
Group General Manager / DP

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New Delhi-110049
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Encl: (i) **Annexure A**- BOQ & Payment Schedule (Appendix-I, II, IIIA, IIIB, IIIC, IIID & IIIE) .
(ii) **Annexure B**- Deployment of Key Persons/Experts.

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ANNEXURE-A

BILL OF QUANTITIES

CONTRACT-DM-09-DDC

Item no	Item of work	Unit	Quantity	Accepted Amount in INR (in words)	Accepted Amount in INR (in Figures)
1	Lumpsum cost for provisions of all the services as stipulated in the bid documents during the stipulated completion period including all taxes, duties except GST	Lump Sum	Lumpsum	Rupees Seven Crore Eighty Four lakh fourteen thousand nine hundred fifty six only	7,84,14,956/-
	Total Accepted cost			**Rupees Seven Crore Eighty Four lakh fourteen thousand nine hundred fifty six only**	**7,84,14,956/-**

NOTES:

1. The break up of the accepted cost for item No.1 is enclosed as Appendix-I. However, the actual deployment of Key Personnel shall be for completion of work as stipulated in scope of work and payment shall be made on lump sum basis as per item No 1. No claim on account of variation in deployment of Key Personnel for completion of work shall be entertained.

2. Payment for item no.1 will be made as per the payment schedules given in Appendix II of this BOQ.

3. If required by the Employer, the Consultant will provide the services of various key experts for resolution of various design related issues for a period of 24 months after the expiry of the contract period/extended contract period. The services of such key experts shall be provided only on specific instruction by the Employer. The payment for the provision of services of these key experts shall be made on manday basis plus the percentage quoted by the bidder as other cost in Appendix-1 for the actual mandays for which services have been provided. The payable manday rate for various categories of key experts shall be worked out by dividing the manmonth rates stated by the bidder in Appendix -1 by 22.

4. GST shall be paid as per the prevailing tariff on submission of certified GST invoices as per the prevailing rules.

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APPENDIX-I

BREAK-UP OF ACCEPTED COST FOR ITEM NO.1 of "Bill of Quantity"

The breakup of the accepted cost for item no.1 is as under:

S No	Item of cost	Unit	Rate	Quantity	Amount
1	Deployment of various key personnel				
(i)	Team Leader	Man Month	6,28,425	6	37,70,550
(ii)	Team Head-Structural design	Man Month	6,28,425	6	37,70,550
(iii)	Structural Design expert-1	Man Month	3,74,063	12	44,88,756
(iv)	Traffic/Transport Expert	Man Month	5,23,688	3	15,71,064
(v)	Team Head-Architectural designs	Man Month	3,74,063	12	44,88,756
(vi)	Architectural Design Expert-1	Man Month	2,59,350	12	31,12,200
(vii)	Architectural Design Expert-2	Man Month	2,59,350	12	31,12,200
(viii)	Team Head- Building and E & M services	Man Month	4,48,875	6	26,93,250
(ix)	Expert Building and E & M services	Man Month	261844	6	15,71,064
(x)	Foundation Expert	Man Month	4,48,875	10	44,88,750
(xi)	Expert for Building Information Modelling	Man Month	1,99,500	12	23,94,000
(xii)	Team Head for Design of Maintenance Depot for RRTS	Man Month	3,74,063	6	22,44,378
(xiii)	Expert for the Design of Maintenance Depot	Man Month	4,48,875	6	26,93,250
(xiv)	Other support personnel (Details attached as Appendix-IA)	Month	-	297	2,92,10,250
	Sub-total (A)				6,96,09,018
2	Other costs as % of Sub-total (A)			12.65057%	88,05,938
	Total accepted cost for item no. 1 of BOQ (S.No.1 + S.No.2) =				**7,84,14,956**

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APPENDIX-IA

Detail of other Support Personnal					
S No	Item of cost	Unit	Rate	Quantity	Amount
(i)	Sr. Architect	Man Month	1,45,000	15	21,75,000
(ii)	Architect-I	Man Month	87,000	15	13,05,000
(iii)	Architect-II	Man Month	87,000	12	10,44,000
(iv)	BIM Architect	Man Month	1,16,000	15	17,40,000
(v)	Architect-CAD-I	Man Month	65,250	15	9,78,750
(vi)	Architect-CAD-II	Man Month	65,250	12	7,83,000
(vii)	Sr. Structural Engineer-I	Man Month	2,61,000	12	31,32,000
(viii)	Sr. Structural Engineer-II	Man Month	2,61,000	12	31,32,000
(ix)	Structural Engineer-I	Man Month	1,59,500	12	19,14,000
(x)	Structural Engineer-II	Man Month	1,59,500	12	19,14,000
(xi)	Sr. Track design Engineer	Man Month	2,61,000	3	7,83,000
(xii)	Structure CAD-I	Man Month	65,250	18	11,74,500
(xiii)	Structure CAD-II	Man Month	65,250	12	7,83,000
(xiv)	Structure CAD-III	Man Month	65,250	12	7,83,000
(xv)	Electrical Engineer	Man Month	1,30,500	12	15,66,000
(xvi)	Mechanical Engineer	Man Month	1,30,500	12	15,66,000
(xvii)	BMS Engineer	Man Month	1,45,000	6	8,70,000
(xviii)	CAD-I	Man Month	58,000	18	10,44,000
(xix)	CAD-II	Man Month	58,000	12	6,96,000
(xx)	Document controller	Man Month	43,500	30	13,05,000
(xxi)	Office boy	Man Month	17,400	30	5,22,000
TOTAL				**297**	**2,92,10,250**

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APPENDIX- II

Payment Schedule

NOTE: The lumpsum amount Accepted for item No. 1 of "Bill of quantity" by the bidder shall be distributed in the manner specified in Column 3 of APPENDIX- II for the purpose of payment only.

S.No.	Description of major items/portion of detailed design and consultancy works	Percentage distribution of Lump Sum Price Accepted
(1)	(2)	(3)
1.	Detailed Architectural planning and design of all **Elevated Stations**, including traffic integration of interchange stations and BIM etc. as defined in Section 8 - Scope of Work	**25%**
2.	Detailed Structural Design of Station (Civil) for all **components of elevated stations** as defined in Section - 8 Scope of Work	**35%**
3.	Detailed designs Consultancy (Architectural Planning and Civil Structural Designing) and Preparation of conceptual plans, specifications, schedule of materials/BOQ for **Depot** as defined in Section 8 - Scope of work	**25%**
4.	Designing of Building Services of E&M Works	**15%**
	a) General review of alignment and preparations of detailed designs, conceptual plans, specifications, schedule of materials/BOQ (E&M, Ventilation and Air Conditioning, Fire Fighting / Detection etc.) and all required drawings for **elevated stations** as defined in Section 8 - Scope of Work	**80%** of item (4) against designing Building Services for elevated stations as per schedule of payment
	b) General review of alignment and preparations of detailed designs, conceptual plans, specifications, schedule of materials/BOQ (E&M, Ventilation and Air Conditioning, Fire Fighting / Detection etc.) and all required drawings for **Depot** as defined in Section 8 - Scope of Work	**20%** of item (4) against designing Building Services for elevated stations as per schedule of payment
	The Lump Sum Total (Sum of 1 to 4above)	**100%**

Further break-up for payment of each item will be made as per payment schedules asgiven in APPENDIX- III(A,B,C, D & E)

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APPENDIX- IIIA

Payment Schedule of S.No.1 of APPENDIX- II

(Detailed Architectural Planning for Station)

Activity to be Completed	Stage Payment in percentage of lump sum cost under Item No. 1 of Appendix-II	Cumulative Payment
1. Submission of Concept Design with two design alternatives of Architectural Finishes including 3D Animation	8%	8%
2. Approval of Concept Design and Architectural Finishes.	5%	13%
3. Submission of documents to Local Authorities	2%	15%
4. Approval of documents by Local Authorities	2%	17%
5. Delivery of **Definitive** Design Submission of Architectural Finishes including BIM	10%	27%
6. Delivery of Tenders Drawings, BOQs, Cost estimate and Specifications for Architectural finishes of Stations	8%	35%
7. Acceptance of **CRD** Submission of Architectural Finishes	10%	45%
8. Issue of "For Construction Drawings **(SEM)**" of Architectural Finishes	30%	75%
9. Construction Support Activities including attending various Site meetings, coordination, interface issues review of shop/ working drawings, other drawings as required.	20%	95%
10. Acceptance of "As-Built" Drawing and Acceptance Design Report of Architectural Finishes	5%	100%

- **Payment shall be made on Pro-rata basis as per agreed payment schedule**

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APPENDIX- IIIB

SCHEDULE OF PAYMENTS

Payments to the DDC based on the Stage Payments for each item of Part-III, as approved and accepted by the Employer. The stage payments will be made on completion of the corresponding activities, after deducting Liquidated Damages, if any. For payment purpose the total lump sum price will be divided as indicated in respective tables below:-

Payment Schedule of S. No. 2 of APPENDIX- II

(Detailed Structural Design of Station)

Activity to be Completed	Stage Payment in percentage of lump sum cost under Item No. 2 of Appendix - II	Cumulative Payment
1. Detailed Design and Drawings of Pile /open /raft foundation.	15%	15%
2. Detailed Design and Drawings of Pile Cap / Tie beam.	10%	25%
3. Detailed Design and Drawings of Station Building Columns.	15%	40%
4. Detailed Design and Drawings of Beam and slab upto Concourse level.	10%	50%
5. Detailed Design and Drawings of Beam and Slab upto Platform level.	10%	60%
6. Detailed Design and Drawings of Ancillary buildings (DG, Pump UG water tank etc), FOBs, Enter exit etc.	15%	75%
7. Construction Support Activities including attending various Site meetings, coordination, interface issues review of shop/ working drawings, other drawings as required	20%	95%
8. Certification of "As-Built" drawings.	5%	100%

Payment shall be made on Pro-rata basisas per agreed payment schedule.

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APPENDIX- IIIC

Payment Schedule of S. No. 3 of APPENDIX- II

(Detailed Architectural Planning & Civil Structural Designing for Depot)

Activity to be Completed	Stage Payment in percentage of lump sum cost under Item No. 3 of Appendix- II	Cumulative Payment
1. Conceptual/Preliminary submission and its approval	10%	10%
2. Delivery of Tenders Drawings, BOQs, Cost estimate and Specifications for Civil, Structural, Electrical and Mechanical Works including utilities and supporting the Tender Evaluation process (Tender for civil construction work of stations has already been invited).	15%	25%
3. **Definitive** Design submission	10%	35%
4. Presentation and Model Delivery	5%	40%
5. Issue of "Good for Construction Drawing **(SEM & CRD)**" and its acceptance.	25%	65%
6. Construction Support Activities including attending various Site meetings, coordination, interface issues review of shop/ working drawings, other drawings as required .	25%	90%
7. Review and Acceptance "As-Built Drawings".	10%	100%

- **Payment shall be made on Pro-rata basis as per agreed payment schedule.**

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APPENDIX- IIID

Payment schedule of S.No.4 (a) of APPENDIX- II

(Detailed Design of Building Services and E&M works for Station)

(80% of S.No.4)

S.No	Activity Completed	Stage Payment in percentage of lump sum cost under Item No. 4(a) of Appendix- II	Cumulative Payment
01	Presentation of Overall Conceptual scheme and Delivery of Preliminary Design Submission including Load Schedules etc.	15%	15%
02	Approval of Design Submission by NCRTC	5%	20%
03	**Submission of GADs** along with BIM	10 %	30 %
04	Submission of Documents, Models etc to local authorities such as DFS etc, for their approval	5%	35%
05	Approval of **GADs** by NCRTC along with Building Information Modelling	5 %	40 %
06	Delivery of Tender Drawings, BOQ and Cost Estimates.	10%	50%
07	Issue of Construction reference Drawings (CRD)	7%	57%
08	Issue of No Objection Certificate to CRD by NCRTC	3%	60%
09	Issue of Combined Services Drawings (CSD)	7%	67%
10	Issue of No Objection Certificate to CSD by NCRTC	3%	70%
11	Issue of Structural Electrical and Mechanical (SEM) and Structural Opening Drawings including wall cutout drawings.	7%	77%
12	Issue of No Objection Certificate to SEM, SOD and Wall cut out drawings by NCRTC	3%	80%
13	Interaction for explanation of Design basis, codes followed, reports & calculations performed using presentations, handouts, site visits & hands on experience on software utilization for NCRTC personnel.	5%	85%
14	Construction Support Activities including attending various Site meetings, coordination, review of shop/ working drawings of the contractor's and modifications to CRD/ SEM/ CSD and other drawings as required	10%	95%
15	Checking of As-built drawings prepared by the Contractor and Submission of Final Revisions of All Documents as "Originals" and Design Report	5%	100%

- **Payment shall be made on Pro-rata basis as per agreed payment schedule.**

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APPENDIX- IIIE

Payment schedule of S.No.4 (b) of APPENDIX- II

(Detailed Design of Building Services and E&M works for Depot)

(20% of S.No.4)

S.No	Activity Completed	Stage Payment in percentage of lump sum cost under Item No. 4(b) of Appendix- II	Cumulative Payment
01	Presentation of Overall Conceptual scheme and Delivery of Preliminary Design Submission including Load Schedules etc.	15%	15%
02	Approval of Design Submission by NCRTC	5%	20%
03	**Submission of GADs** along with BIM	10 %	30 %
04	Submission of Documents, Models etc to local authorities such as DFS etc, for their approval	5%	35%
05	Approval of **GADs** by NCRTC	5 %	40 %
06	Delivery of Tender Drawings, BOQ and Cost Estimates.	10%	50%
07	Issue of Construction reference Drawings (CRD)	7%	57%
08	Issue of No Objection Certificate to CRD by NCRTC	3%	60%
09	Issue of Combined Services Drawings (CSD)	7%	67%
10	Issue of No Objection Certificate to CSD by NCRTC	3%	70%
11	Issue of Structural Electrical and Mechanical (SEM) and Structural Opening Drawings including wall cutout drawings.	7%	77%
12	Issue of No Objection Certificate to SEM, SOD and Wall cut out drawings by NCRTC	3%	80%
13	Interaction for explanation of Design basis, codes followed, reports & calculations performed using presentations, handouts, site visits & hands on experience on software utilization for NCRTC personnel.	5%	85%
14	Construction Support Activities including attending various Site meetings, coordination, review of shop/ working drawings of the contractor's and modifications to CRD/ SEM/ CSD and other drawings as required	10%	95%
15	Checking of As-built drawings prepared by the Contractor and Submission of Final Revisions of All Documents as "Originals" and Design Report	5%	100%

- **Payment shall be made on Pro-rata basis as per agreed payment schedule.**

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Annexure-B

DETAILS OF KEY PERSONNEL / EXPERTS TO BE DEPLOYED BY THE CONSULTANT

S.No.	Position of Key Personnel /Experts	Name of the Key Personnel /Experts
1	Team Leader	Patricia Macdougall
2	Team Head –Structural Design	Mariano Alvarez Arce
3	Structural Design Expert	Partha Pratim Baneerjee
4	Traffic /Transport Expert	Rajesh Dwivedi
5	Team Head-Architectural designs	Damian Ayala Lopez
6	Architectural Expert-1	Elayaraja S.
7	Architectural Expert -2	Kamal Kataria
8	Team Head- Building and Electro-Mechanical Services	Devendra Dutta Mishra
9	Expert - Building and Electro-Mechanical Services	SMH Adil
10	Foundation Expert	Arnab Sur
11	Expert for Building Information Modeling	Shafali Mittal
12	Team Head for the Design of Maintenance Depot for RRTS.	Mohammad Yusuf Kamal
13	Expert for the Design of Maintenance Depot	Lalit Kumar Jha

राष्ट्रीय राजधानी क्षेत्र परिवहन कार्पोरेशन लिमिटेड
रा.रा.रा.क्षे.प.नि.
7/6
Siri Fort Institutional Area
August Kranti Marg,
New Delhi-110049
NCRTC
National Capital Region Transport Corporation Ltd.

Unconditionally accepted.

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